

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



ITEM: 3.39  
(ID # 20376)

**MEETING DATE:**

Tuesday, December 13, 2022

**FROM :** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Ratify and Approve Project Agreement Number G22-03-14-L01 and Project Agreement Number G22-03-14-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. [\$211,963, 75% State Funds, 25% Sheriff's Department Budget] 4/5 vote required.

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

1. Ratify and approve Project Agreement Number G22-03-14-L01 and Project Agreement Number G22-03-14-L02 ("Agreements"), with the State of California ("State"), acting by and through its Department of Parks and Recreation ("CDPR"), Off-Highway Motor Vehicle Enforcement Program ("OHV"), accepting grants in the total amount of \$158,972 for the performance period of October 3, 2022 through October 2, 2023; and
2. Authorize the Sheriff, Assistant Sheriff, Chief Deputy, or Administrative Services Manager to sign and execute any related grant documents, including modifications, amendments, extensions, progress reports, and reimbursement requests with the State, as approved as to form 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:**

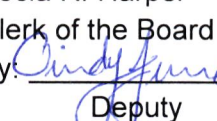
  
David Lelevier, Assistant Sheriff 11/29/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, and Hewitt  
Nays: None  
Absent: Perez  
Date: December 13, 2022  
xc: Sheriff

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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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>	\$ 211,963	\$ 0	\$211,963	\$ 0
<b>NET COUNTY COST</b>	\$ 52,991	\$ 0	\$ 52,991	\$ 0
<b>SOURCE OF FUNDS: 75% State Funds, 25% General Fund</b>			<b>Budget Adjustment:</b>	Yes
			<b>For Fiscal Year:</b>	22/23

**C.E.O. RECOMMENDATION:** Approve

BR 23-046

**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 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 10, 2022, CDPR began accepting applications for OHV funding this fiscal year, 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 March 7, 2022, 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 2, 2022, 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 (\$66,009) and the Sheriff’s Hemet Station (\$92,963).

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 increased the demand for OHV enforcement. To reduce the types of illegal activity and successfully

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STATE OF CALIFORNIA**

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 20<sup>th</sup> 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**

Of the total \$211,963, state grant funds in the amount of \$158,972 will be used by the Department to supplement overtime, employee benefits, and equipment. The Sheriff's Department's \$52,991 local match contribution is already included in the Department budget; however, the Department requests a budget adjustment of \$158,972 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. G22-03-14-L01 Project Agreement
3. G22-03-14-L02 Project Agreement

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**SCHEDULE A**

**Increase Appropriations:**

10000-2500300000-510420	Overtime	\$92,081
10000-2500300000-518080	Other Budgeted Benefits	\$5,692
10000-2500300000-526910	Field Equipment-Non Assets	\$20,361
10000-2500300000-546380	Vehicles Other	\$29,438
10000-2500300000-521500	Maint-Motor Vehicles	\$11,400
	Total Increase in Estimated Appropriations	\$158,972

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**Increase Estimated Revenues:**

10000-2500300000-755190	CA-Off Highway Veh Park & Rec	\$158,972
	Total Increase in Estimated Revenues	\$158,972

  
\_\_\_\_\_  
Heydee Koury, Sr Accountant - Auditor 11/22/2022

  
\_\_\_\_\_  
Rebecca S Cortez, Principal Management Analyst 11/29/2022

  
\_\_\_\_\_  
Kristine Bell-Valdez, Supervising Deputy County Counsel 11/21/2022

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: G22-03-14-L01      PROJECT TYPE: Law Enforcement

GRANTEE: Riverside County Sheriff's Department

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 10/03/2022 THROUGH 10/02/2023

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$66,009.00 (Sixty Six Thousand Nine 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: <small>DocuSigned by:</small> <i>David Lelevier</i>	AUTHORIZED SIGNATURE:
AUTHORIZED NAME: David Lelevier	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: Asst Sheriff	TITLE: Grants Manager
DATE: 11/18/2022	DATE:

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

CONTRACT NUMBER: C32-34-113		SUPPLIER ID NUMBER: 0000007122		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62684	CHARGE AMOUNT: 66,009.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 43	ENY/STATUTE 2022	FISCAL YEAR: 2022/2023

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

SIGNATURE OF DPR ACCOUNTING OFFICER:      DATE:

N/A

FORM APPROVED COUNTY COUNSEY  
 BY *Kristine Bell-Valdez*  
 KRISTINE BELL-VALDEZ      11/21/22      DATE

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Riverside County Sheriff's Department  
Application: Law Enforcement**

<b>APPLICANT NAME :</b>	Riverside County Sheriff's Department		
<b>PROJECT TITLE :</b>	Law Enforcement	<b>PROJECT NUMBER (Division use only) :</b>	G22-03-14-L01
<b>PROJECT TYPE :</b>	<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		
<b>PROJECT DESCRIPTION :</b>	The Project is to provide Off-Highway Vehicle (OHV) related Law Enforcement activities within the jurisdiction of Riverside County Sheriff's Department. The activities may include, but are not limited to patrol, barrier installation, maps, search, and rescue.  Grantee is required to provide a minimum of twenty-five (25) percent of the total Project cost in matching funds.		

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
<b>1 Staff</b>						
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.  The rate shown is an hourly overtime (time and a half) rate plus benefits. The QTY represents one Sheriff's Sergeant.  The Riverside County 2021/2022 overtime rate	139.040 0	109.570	HRS	15,235.00	15,235.00	0.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
for a Sergeant is \$109.57. The rates are based on wage and benefits negotiated between Riverside County and the Law Enforcement Management Unit (LEMU).						
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 conducts enforcement and education and writes arrest reports and citations as needed.  The rate shown is an hourly overtime (time and a half) rate plus benefits. The QTY	109.520  0	93.180	HRS	10,205.00	10,205.00	0.00



ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022**  
**Agency: Riverside County Sheriff's Department**  
**Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>represents one Sheriff's Corporal.</p> <p>The Riverside County 2021/2022 overtime rate for a Corporal is \$93.18. 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 -</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 2021/2022 overtime rate for a Deputy Sheriff is \$83.32. The rates are based on wage and benefits negotiated between Riverside County and the Riverside Sheriff Association Union (RSA).</p>	486.910 0	83.320	HRS	40,569.00	40,569.00	0.00
<p>4. Staff-Sergeant                      Notes : Sergeant –                      Supervises day-to-day</p>	500.000 0	113.270	HRS	56,635.00	0.00	56,635.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>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. The QTY represents one Sheriff's Sergeant for one calendar year.</p> <p>The Riverside County 2021/2022 base/straight rate for a Sergeant is \$113.27. 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</p>	<p>500.000                      0</p>	<p>95.500</p>	<p>HRS</p>	<p>47,750.00</p>	<p>0.00</p>	<p>47,750.00</p>

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Riverside County Sheriff's Department  
Application: Law Enforcement**

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	<p>citations as needed.</p> <p>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 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 2021/2022 base/straight rate for a Corporal is \$95.50. 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 rate shown is an hourly base/straight time rate plus benefits.</p>	<p>2500.00 00</p>	<p>86.180</p>	<p>HRS</p>	<p>215,450.00</p>	<p>0.00</p>	<p>215,450.00</p>

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Riverside County Sheriff's Department  
Application: Law Enforcement**

	<b>Line Item</b>	<b>Qty</b>	<b>Rate</b>	<b>UOM</b>	<b>Total</b>	<b>Grant Req.</b>	<b>Match</b>
	The QTY represents five Deputy Sheriff's for one calendar year.  The Riverside County 2021/2022 base/straight rate for a Deputy Sheriff is \$86.18. The rates are based on wage and benefits negotiated between Riverside County and the Riverside Sheriff Association Union (RSA).						
<b>Total for Staff</b>					385,844.00	66,009.00	319,835.00
<b>2</b>	<b>Contracts</b>						
<b>3</b>	<b>Materials / Supplies</b>						
<b>4</b>	<b>Equipment Use Expenses</b>						
<b>5</b>	<b>Equipment Purchases</b>						
<b>6</b>	<b>Others</b>						
<b>Total Program Expenses</b>					385,844.00	66,009.00	319,835.00
<b>TOTAL DIRECT EXPENSES</b>					385,844.00	66,009.00	319,835.00
<b>INDIRECT EXPENSES</b>							
<b>Indirect Costs</b>							
<b>1</b>	<b>Indirect Costs</b>						
<b>Total Indirect Costs</b>					0.00	0.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>					0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>					<b>385,844.00</b>	<b>66,009.00</b>	<b>319,835.00</b>
<b>TOTAL PROJECT AWARD</b>					<b>66,009.00</b>		

## **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.



**Certificate Of Completion**

Envelope Id: 54CB939399F5428196466FFF7C5D011A  
Subject: G22-03-14-L01: Grants and Cooperatives Agreements Program Project Agreement(s)  
Template Code:  
Source Envelope:  
Document Pages: 11 Signatures: 1  
Certificate Pages: 5 Initials: 0  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
Sean Soria  
1416 9th Street, Room 950  
Sacramento, CA 95814  
Sean.Soria@parks.ca.gov  
IP Address: 76.149.86.85

**Record Tracking**

Status: Original  
11/18/2022 11:18:54 AM  
Security Appliance Status: Connected  
Storage Appliance Status: Connected  
Holder: Sean Soria  
Sean.Soria@parks.ca.gov  
Pool: StateLocal  
Pool: California State Department of Parks and Recreation

Location: DocuSign

Location: DocuSign

**Signer Events**

David Lelevier  
Grants@riversidesheriff.org  
Asst Sheriff  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
*David Lelevier*  
6375F07188E148E...

Signature Adoption: Pre-selected Style  
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**Status**

**Timestamp**

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Kristine Bell-Valdez  
KBValdez@RIVCO.ORG  
Security Level: Email, Account Authentication (None)

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Lisa Salazar  
lmsalaza@riversidesheriff.org  
Security Level: Email, Account Authentication (None)

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**Witness Events**

**Signature**

**Timestamp**

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	11/18/2022 11:24:34 AM
Certified Delivered	Security Checked	11/18/2022 2:32:03 PM
Signing Complete	Security Checked	11/18/2022 2:33:07 PM
Completed	Security Checked	11/18/2022 2:33:07 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, California State Department of Parks and Recreation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact California State Department of Parks and Recreation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov)

**To advise California State Department of Parks and Recreation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from California State Department of Parks and Recreation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with California State Department of Parks and Recreation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify California State Department of Parks and Recreation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by California State Department of Parks and Recreation during the course of my relationship with 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: G22-03-14-L02      PROJECT TYPE: Law Enforcement

GRANTEE: Riverside County Sheriff's Department

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 10/03/2022 THROUGH 10/02/2023

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$92,963.00 (Ninety Two Thousand Nine Hundred Sixty Three 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: <small>DocuSigned by:</small> <i>David Lelevier</i>	AUTHORIZED SIGNATURE:
AUTHORIZED NAME: David Lelevier	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: Asst Sheriff	TITLE: Grants Manager
DATE: 11/18/2022	DATE:

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

CONTRACT NUMBER: C32-34-114		SUPPLIER ID NUMBER: 0000007122		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62684	CHARGE AMOUNT: 92,963.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 43	ENY/STATUTE 2022	FISCAL YEAR: 2022/2023

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

N/A

BY KRISTINE BELL-VALDEZ / DATE 11/18/22  
 APPROVED COUNTY COUNSEL

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Riverside County Sheriff's Department  
Application: Law Enforcement**

<b>APPLICANT NAME :</b>	Riverside County Sheriff's Department		
<b>PROJECT TITLE :</b>	Law Enforcement	<b>PROJECT NUMBER (Division use only) :</b>	G22-03-14-L02
<b>PROJECT TYPE :</b>	<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		
<b>PROJECT DESCRIPTION :</b>	<p>The Project is to provide Off-Highway Vehicle (OHV) related Law Enforcement activities within the jurisdiction of 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
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
<b>1 Staff</b>						
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.	1080.00 00	113.270	HRS	122,332.00	0.00	122,332.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 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 base/straight time rate plus benefits. The QTY represents one Sheriff's Sergeant for one calendar year.</p> <p>The Riverside County 2021/2022 base/straight rate for a Sergeant is \$113.27. The rates are based on wage and benefits negotiated between Riverside County and the Law Enforcement Management Unit (LEMU).</p>						
<p>2. 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 overtime (time and a half) rate plus benefits. The QTY represents one Sheriff's Sergeant.</p>	<p>157.480 0</p>	<p>109.570</p>	<p>HRS</p>	<p>17,255.00</p>	<p>17,255.00</p>	<p>0.00</p>



ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>The Riverside County 2021/2022 overtime rate for a Sergeant is \$109.57. The rates are based on wage and benefits negotiated between Riverside County and the Law Enforcement Management Unit (LEMU).</p> <p>The 2022 salary totals reflect higher amounts than those reported in past applications. This is due to salary increases resulting from contract negotiations between the County and the Riverside Sheriff's Association Union and a slightly higher benefit rate. In addition, more hours are being requested, as there is a need to increase patrols.</p>						
<p>3. Staff-Corporal                      Notes : Corporal - Supervises day-to-day OHV enforcement and education programs in the absence of a Sergeant. Crafts OHV reports, maintains</p>	93.3500	93.180	HRS	8,698.00	8,698.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>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 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 2021/2022 overtime rate for a Corporal is \$93.18. The rates are based on wage and benefits negotiated between Riverside County and the Riverside Sheriff Association Union (RSA).</p>						
<p>4. Staff-Deputy Sheriff                      Notes : Deputy Sheriff -                      The rate shown is an hourly overtime (time</p>	69.7400	83.320	HRS	5,811.00	5,811.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	<p>and a half) rate plus benefits. The QTY represents five Deputy Sheriff's.</p> <p>The Riverside County 2021/2022 overtime rate for a Deputy Sheriff is \$83.32. The rates are based on wage and benefits negotiated between Riverside County and the Riverside Sheriff Association Union (RSA).</p> <p>The 2022 salary totals reflect higher amounts than those reported in past applications. This is due to salary increases resulting from contract negotiations between the County and the Riverside Sheriff's Association Union and a slightly higher benefit rate. In addition, more hours are being requested, as there is a need to increase patrols.</p>						
<b>Total for Staff</b>					154,096.00	31,764.00	122,332.00
<b>2</b>	<b>Contracts</b>						
<b>3</b>	<b>Materials / Supplies</b>						

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Riverside County Sheriff's Department  
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
1. Materials / Supplies- Helmets-Bell Moto-9 Mipps Notes : Currently, the Hemet OHV team members are using personally owned helmets, or department owned helmets which are nearing their usable life. New, matching helmets, would provide the Hemet OHV team with the lasted technology in Helmet safety, and it would show the OHV community a clean, neat, well-organized team. Nearly all of our contacts with members of the OHV community involve conversations about equipment and safety, and the Hemet OHV team leads by example by wearing appropriate personal protective equipment.	5.0000	470.000	EA	2,350.00	2,350.00	0.00
2. Materials / Supplies- Goggles - Accuri Notes : Currently, the Hemet OHV team members are using personally owned goggles, or department	5.0000	50.000	EA	250.00	250.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
owned goggles which are nearing their usable life. New, matching goggles, would provide the Hemet OHV team with the lasted technology in Helmet safety, and it would show the OHV community a clean, neat, well-organized team. Many of our contacts with members of the OHV community involve conversations about equipment and safety, and the Hemet OHV team leads by example by wearing appropriate personal protective equipment.						
3. Materials / Supplies- Gloves -KLIM Mohave Gloves Notes : Currently, the Hemet OHV team members are using personally owned gloves. New, matching gloves would provide the Hemet OHV team with the lasted technology in glove safety, and it would show the OHV community a clean,	5.0000	40.000	EA	200.00	200.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
neat, well-organized team. Many of our contacts with members of the OHV community involve conversations about equipment and safety, and the Hemet OHV team leads by example by wearing appropriate personal protective equipment.						
<b>Total for Materials / Supplies</b>				2,800.00	2,800.00	0.00
<b>4 Equipment Use Expenses</b>						
1. Equipment Use Expenses-50-hr interval Service and Maintenance Notes : The Hemet Station OHV team estimates each OHV machine will incur about 150-200 hours of use per year (5 hours run time per machine/patrol x 3 patrols per month x 12 months). The Polaris recommended service interval is 50 hours of run time. All equipment being maintained are items that were funded and purchased through the OHV grant.	12.0000	350.000	EA	4,200.00	4,200.00	0.00
2. Equipment Use Expenses-50-hour	12.0000	600.000	EA	7,200.00	7,200.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
interval Service and Maintenance Notes : The Hemet Station OHV team estimates each KTM Motorcycle will incur about 150-200 hours of use per year (5 hours run time per machine/patrol x 3 patrols per month x 12 months). KTM recommended service interval is 50 hours of run time. If approved, this item will be purchased with OHV funding under agreement G22-03-14-L02. The equipment will be used 100% of the time for OHV grant activities.						
<b>Total for Equipment Use Expenses</b>				11,400.00	11,400.00	0.00
<b>5 Equipment Purchases</b>						
1. Equipment Purchases-KTM 500 EXC-F Notes : Much of the Hemet OHV Team jurisdiction is in rugged mountainous terrain at high elevation. Several of the trails, (2E43, 2E44, 4S21) are too narrow and too rugged	2.0000	14719.000	EA	29,438.00	29,438.00	0.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>to safely patrol using a quad and unpassable in a side by side. A street legal enduro style motorcycle would allow us to patrol street legal vehicle routes and illegal off trail riding currently unpassable with quads or side by sides. Currently we can only patrol one trail per day because non street legal OHV's must be transported by trailer to the trailhead. This is time consuming and reduces the amount of time spent patrolling. Street legal enduro motorcycles would allow patrols of multiple trails per day separated by public roadways. Additional prices for motorcycle were obtained to show cost is within reason. Malcolm Motorsports \$15,385 and Langston Motorsports \$15,708 ea. tx/fee incl. In addition, prices from CycleTrader.com are listed at \$12,549 retail. All equipment to be used 100% for OHV</p>						



ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
activities.						
<b>6 Others</b>						
1. Hinged Window Front Doors - Poly Notes : Much of the Hemet OHV Team jurisdiction is in rugged mountainous terrain at high elevation. All of the legally designated OHV routes within our area receive snowfall each year. This equipment will assist in weatherproofing the cab area of two Ranger UTV's.	2.0000	3100.000	EA	6,200.00	6,200.00	0.00
2. Fixed Window Rear Doors - Poly Notes : Much of the Hemet OHV Team jurisdiction is in rugged mountainous terrain at high elevation. All of the legally designated OHV routes within our area receive snowfall each year. This equipment will assist in weatherproofing the cab area of one crew-cab Ranger UTV.	1.0000	3100.000	EA	3,100.00	3,100.00	0.00
3. Poly 3-seat Premium	1.0000	650.000	EA	650.00	650.00	0.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Riverside County Sheriff's Department  
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Roof Notes : Much of the Hemet OHV Team jurisdiction is in rugged mountainous terrain at high elevation. All of the legally designated OHV routes within our area receive snowfall each year. This equipment will assist in weatherproofing the cab area of one standard-cab Ranger UTV.						
4. Polaris Ranger front windscreen Notes : (2) Polaris Ranger front windscreen \$500 ea (Polaris). While riding in off road dusty conditions a front windscreen will assist in reducing dust in the OHV as well as deflecting rocks or bugs which may be kicked up by other OHV's.	2.0000	600.000	EA	1,200.00	1,200.00	0.00
<b>Total for Others</b>				11,150.00	11,150.00	0.00
<b>Total Program Expenses</b>				208,884.00	86,552.00	122,332.00
<b>TOTAL DIRECT EXPENSES</b>				208,884.00	86,552.00	122,332.00
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
<b>1 Indirect Costs</b>						
1. Indirect Costs-Polaris	3.0000	550.000	EA	1,650.00	1,650.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	HD 3,500 lb Winch Notes : Much of the Hemet OHV Team jurisdiction is in rugged mountainous terrain at high elevation. Some of the routes are inaccessible via passenger vehicles and selfsufficiency and recovery are essential. This winch equipment will outfit one of our Ranger UTV's and two of our Sportsman ATV's with recovery equipment						
	2. Indirect Costs- Replacement lenses for goggles Accuri Notes : Currently, the Hemet OHV team members are using personally owned goggles, or department owned goggles which are nearing their usable life. New, matching goggles, would provide the Hemet OHV team with the lasted technology in Helmet safety, and it would show the OHV community a clean,	5.0000	20.000	EA	100.00	100.00	0.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
neat, well-organized team. Many of our contacts with members of the OHV community involve conversations about equipment and safety, and the Hemet OHV team leads by example by wearing appropriate personal protective equipment.						
3. Indirect Costs-Spare tire mount Notes : While patrolling OHV trails we experienced three flat tires. When this occurred, patrols were stopped and we had to respond back to the station to "borrow" a tire from another OHV, then respond back. We had to use personal tools to change the tire. By purchasing a spare tire and equipment to change the tire, we will be able to mitigate a flat on the trail and continue patrolling without delay.	2.0000	70.000	EA	140.00	140.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
4. Indirect Costs-Spare Polaris Ranger tire Notes : While patrolling OHV trails we experienced three flat tires. When this occurred, patrols were stopped and we had to respond back to the station to "borrow" a tire from another OHV, then respond back. We had to use personal tools to change the tire. By purchasing a spare tire and equipment to change the tire, we will be able to mitigate a flat on the trail and continue patrolling without delay.	2.0000	500.000	EA	1,000.00	1,000.00	0.00
5. Indirect Costs-Tire plug kit Notes : While patrolling OHV trails we experienced three flat tires. When this occurred, patrols were stopped and we had to respond back to the station to "borrow" a tire from another OHV, then respond back. We had	1.0000	30.000	EA	30.00	30.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
to use personal tools to change the tire. By purchasing a spare tire and equipment to change the tire, we will be able to mitigate a flat on the trail and continue patrolling without delay.						
6. Indirect Costs-36" Farm Jack Notes : While patrolling OHV trails we experienced three flat tires. When this occurred, patrols were stopped and we had to respond back to the station to "borrow" a tire from another OHV, then respond back. We had to use personal tools to change the tire. By purchasing a spare tire and equipment to change the tire, we will be able to mitigate a flat on the trail and continue patrolling without delay.	1.0000	100.000	EA	100.00	100.00	0.00
7. Indirect Costs-Smittybilt Tire Air Compressor Kit	1.0000	150.000	EA	150.00	150.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	Notes : While patrolling OHV trails we experienced three flat tires. When this occurred, patrols were stopped and we had to respond back to the station to "borrow" a tire from another OHV, then respond back. We had to use personal tools to change the tire. By purchasing a spare tire and equipment to change the tire, we will be able to mitigate a flat on the trail and continue patrolling without delay.						
	8. Indirect Costs-Kinetic recovery rope ¾" x 30' Notes : The OHV team will be riding on trails with difficulty ratings from east to difficult. When off road riding vehicles occasionally get tuck. A kinetic recovery rope will allow the team to self-rescue as well as assist members of the public who may be stuck.	1.0000	100.000	EA	100.00	100.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
9. Indirect Costs-Rogue Hoe 7" blade Notes : In 2021, while patrolling a designated OHV route where shooting is also allowed the team encountered a freshly started wildfire. We were able to put the fire out, but had it been any bigger or if it had been windier, we would not have. Having a firefighting style Hoe and shovel would allow us to put out any small fires to prevent them from spreading and devastating the area.	1.0000	71.000	EA	71.00	71.00	0.00
10. Indirect Costs-Shovel 27" D Handle Notes : In 2021, while patrolling a designated OHV route where shooting is also allowed the team encountered a freshly started wildfire. We were able to put the fire out, but had it been any bigger or if it had been windier, we would	1.0000	70.000	EA	70.00	70.00	0.00



**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Riverside County Sheriff's Department  
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
not have. Having a firefighting style Hoe and shovel would allow us to put out any small fires to prevent them from spreading and devastating the area.						
11. Indirect Costs- Polaris side by side wrap Notes : The OHV team recently acquired another Polaris Ranger but it is camouflage and cannot be used. Camouflage equipment cannot be used by any law enforcement agency per Government Code. A wrap would eliminate the code violation while making the Polaris Ranger immediately recognizable as an OHV law enforcement vehicle.	1.0000	3000.000	EA	3,000.00	3,000.00	0.00
<b>Total for Indirect Costs</b>				6,411.00	6,411.00	0.00
<b>Total Indirect Costs</b>				6,411.00	6,411.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>				6,411.00	6,411.00	0.00
<b>TOTAL EXPENDITURES</b>				<b>215,295.00</b>	<b>92,963.00</b>	<b>122,332.00</b>
<b>TOTAL PROJECT AWARD</b>				<b>92,963.00</b>		

## **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.

**Certificate Of Completion**

Envelope Id: 8E1B187CCD9F4F22AAC448360A1B158B  
Subject: G22-03-14-L02: Grants and Cooperatives Agreements Program Project Agreement(s)  
Template Code:  
Source Envelope:  
Document Pages: 24  
Certificate Pages: 5  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
Sean Soria  
1416 9th Street, Room 950  
Sacramento, CA 95814  
Sean.Soria@parks.ca.gov  
IP Address: 76.149.86.85

**Record Tracking**

Status: Original  
11/18/2022 11:24:53 AM  
Security Appliance Status: Connected  
Storage Appliance Status: Connected  
Holder: Sean Soria  
Sean.Soria@parks.ca.gov  
Pool: StateLocal  
Pool: California State Department of Parks and Recreation

Location: DocuSign

Location: DocuSign

**Signer Events**

David Lelevier  
Grants@riversidesheriff.org  
Asst Sheriff  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
*David Lelevier*  
6375F07188E148E...

Signature Adoption: Pre-selected Style  
Using IP Address: 158.61.6.3

**Timestamp**

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Viewed: 11/18/2022 2:57:15 PM  
Signed: 11/18/2022 2:58:09 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 11/18/2022 2:32:03 PM  
ID: 26a0eb51-0b1e-4f26-8316-ef97bf4955da

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Kristine Bell-Valdez  
KBValdez@RIVCO.ORG  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 11/18/2022 11:26:47 AM  
Viewed: 11/18/2022 12:21:08 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lisa Salazar  
lmsalaza@riversidesheriff.org  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 11/18/2022 11:26:47 AM  
Viewed: 11/18/2022 1:57:25 PM

**Electronic Record and Signature Disclosure:**  
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**Witness Events**

**Signature**

**Timestamp**

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	11/18/2022 11:26:47 AM
Certified Delivered	Security Checked	11/18/2022 2:57:15 PM
Signing Complete	Security Checked	11/18/2022 2:58:09 PM
Completed	Security Checked	11/18/2022 2:58:09 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, California State Department of Parks and Recreation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.



**How to contact California State Department of Parks and Recreation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov)

**To advise California State Department of Parks and Recreation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from California State Department of Parks and Recreation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with California State Department of Parks and Recreation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify California State Department of Parks and Recreation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by California State Department of Parks and Recreation during the course of my relationship with 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: G22-03-14-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Riverside County Sheriff's Department

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 10/03/2022 THROUGH 10/02/2023

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$66,009.00 (Sixty Six Thousand Nine 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: <small>DocuSigned by:</small> <i>David Lelevier</i>	AUTHORIZED SIGNATURE: <small>DocuSigned by:</small> <i>Sixto J Fernandez</i>
AUTHORIZED NAME: David Lelevier	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: Asst Sheriff	TITLE: Grants Manager
DATE: 11/18/2022	DATE: 11/30/2022

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

CONTRACT NUMBER: C32-34-113		SUPPLIER ID NUMBER: 0000007122		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62684	CHARGE AMOUNT: 66,009.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 43	ENY/STATUTE 2022	FISCAL YEAR: 2022/2023

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

N/A

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: G22-03-14-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Riverside County Sheriff's Department

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 10/03/2022 THROUGH 10/02/2023

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$66,009.00 (Sixty Six Thousand Nine 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.

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

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: <small>DocuSigned by:</small> <i>David Lelevier</i>	AUTHORIZED SIGNATURE:
AUTHORIZED NAME: David Lelevier	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: Asst Sheriff	TITLE: Grants Manager
DATE: 11/18/2022	DATE:

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

CONTRACT NUMBER: C32-34-113		SUPPLIER ID NUMBER: 000007122		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62684	CHARGE AMOUNT: 66,009.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 43	ENY/STATUTE 2022	FISCAL YEAR: 2022/2023

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

N/A

FORM APPROVED COUNTY COUNSEL  
BY *Kristine Bell-Valdez*  
KRISTINE BELL-VALDEZ  
DATE 11/21/22

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Riverside County Sheriff's Department  
Application: Law Enforcement**

<b>APPLICANT NAME :</b>	Riverside County Sheriff's Department		
<b>PROJECT TITLE :</b>	Law Enforcement	<b>PROJECT NUMBER (Division use only) :</b>	G22-03-14-L01
<b>PROJECT TYPE :</b>	<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		
<b>PROJECT DESCRIPTION :</b>	The Project is to provide Off-Highway Vehicle (OHV) related Law Enforcement activities within the jurisdiction of Riverside County Sheriff's Department. The activities may include, but are not limited to patrol, barrier installation, maps, search, and rescue. Grantee is required to provide a minimum of twenty-five (25) percent of the total Project cost in matching funds.		

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
<b>1 Staff</b>						
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.  The rate shown is an hourly overtime (time and a half) rate plus benefits. The QTY represents one Sheriff's Sergeant.  The Riverside County 2021/2022 overtime rate	139.040	109.570	HRS	15,235.00	15,235.00	0.00
	0					

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
for a Sergeant is \$109.57. The rates are based on wage and benefits negotiated between Riverside County and the Law Enforcement Management Unit (LEMU).						
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 conducts enforcement and education and writes arrest reports and citations as needed.  The rate shown is an hourly overtime (time and a half) rate plus benefits. The QTY	109.520 0	93.180	HRS	10,205.00	10,205.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>represents one Sheriff's Corporal.</p> <p>The Riverside County 2021/2022 overtime rate for a Corporal is \$93.18. 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</p> <p>Notes : Deputy Sheriff -</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 2021/2022 overtime rate for a Deputy Sheriff is \$83.32. The rates are based on wage and benefits negotiated between Riverside County and the Riverside Sheriff Association Union (RSA).</p>	486.910 0	83.320	HRS	40,569.00	40,569.00	0.00
<p>4. Staff-Sergeant</p> <p>Notes : Sergeant -</p> <p>Supervises day-to-day</p>	500.000 0	113.270	HRS	56,635.00	0.00	56,635.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>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. The QTY represents one Sheriff's Sergeant for one calendar year.</p> <p>The Riverside County 2021/2022 base/straight rate for a Sergeant is \$113.27. 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</p>	<p>500.000 0</p>	<p>95.500</p>	<p>HRS</p>	<p>47,750.00</p>	<p>0.00</p>	<p>47,750.00</p>



ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>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 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 2021/2022 base/straight rate for a Corporal is \$95.50. 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 rate shown is an hourly base/straight time rate plus benefits.</p>	<p>2500.00                      00</p>	<p>86.180</p>	<p>HRS</p>	<p>215,450.00</p>	<p>0.00</p>	<p>215,450.00</p>

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Riverside County Sheriff's Department  
Application: Law Enforcement**

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	The QTY represents five Deputy Sheriff's for one calendar year.  The Riverside County 2021/2022 base/straight rate for a Deputy Sheriff is \$86.18. The rates are based on wage and benefits negotiated between Riverside County and the Riverside Sheriff Association Union (RSA).						
<b>Total for Staff</b>					385,844.00	66,009.00	319,835.00
<b>2</b>	<b>Contracts</b>						
<b>3</b>	<b>Materials / Supplies</b>						
<b>4</b>	<b>Equipment Use Expenses</b>						
<b>5</b>	<b>Equipment Purchases</b>						
<b>6</b>	<b>Others</b>						
<b>Total Program Expenses</b>					385,844.00	66,009.00	319,835.00
<b>TOTAL DIRECT EXPENSES</b>					385,844.00	66,009.00	319,835.00
<b>INDIRECT EXPENSES</b>							
<b>Indirect Costs</b>							
<b>1</b>	<b>Indirect Costs</b>						
<b>Total Indirect Costs</b>					0.00	0.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>					0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>					385,844.00	66,009.00	319,835.00
<b>TOTAL PROJECT AWARD</b>					66,009.00		

## **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 Ceode 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.

**Certificate Of Completion**

Envelope Id: 54CB939399F5428196466FFF7C5D011A  
Subject: G22-03-14-L01: Grants and Cooperatives Agreements Program Project Agreement(s)  
Template Code:  
Source Envelope:  
Document Pages: 11 Signatures: 1  
Certificate Pages: 5 Initials: 0  
AutoNav: Enabled  
Envelope Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
Sean Soria  
1416 9th Street, Room 950  
Sacramento, CA 95814  
Sean.Soria@parks.ca.gov  
IP Address: 76.149.86.85

**Record Tracking**

Status: Original  
11/18/2022 11:18:54 AM  
Security Appliance Status: Connected  
Storage Appliance Status: Connected  
Holder: Sean Soria  
Sean.Soria@parks.ca.gov  
Pool: StateLocal  
Pool: California State Department of Parks and Recreation

Location: DocuSign  
Location: DocuSign

**Signer Events**

David Lelevier  
Grants@riversidesheriff.org  
Asst Sheriff  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
*David Lelevier*  
4375F07188E148E...

Signature Adoption: Pre-selected Style  
Using IP Address: 158.61.6.3

**Timestamp**

Sent: 11/18/2022 11:24:33 AM  
Viewed: 11/18/2022 2:32:03 PM  
Signed: 11/18/2022 2:33:07 PM

Electronic Record and Signature Disclosure:  
Accepted: 11/18/2022 2:32:03 PM  
ID: 26a0eb51-0b1e-4f26-8316-ef97bf4955da

**In Person Signer Events**

Signature

Timestamp

**Editor Delivery Events**

Status

Timestamp

**Agent Delivery Events**

Status

Timestamp

**Intermediary Delivery Events**

Status

Timestamp

**Certified Delivery Events**

Status

Timestamp

**Carbon Copy Events**

Kristine Bell-Valdez  
KBValdez@RIVCO.ORG  
Security Level: Email, Account Authentication (None)

Status

**COPIED**

Timestamp

Sent: 11/18/2022 11:24:33 AM  
Viewed: 11/18/2022 12:23:03 PM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Lisa Salazar  
lmsalaza@riversidesheriff.org  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 11/18/2022 11:24:33 AM  
Viewed: 11/18/2022 2:06:00 PM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

**Witness Events**

Signature

Timestamp

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	11/18/2022 11:24:34 AM
Certified Delivered	Security Checked	11/18/2022 2:32:03 PM
Signing Complete	Security Checked	11/18/2022 2:33:07 PM
Completed	Security Checked	11/18/2022 2:33:07 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, California State Department of Parks and Recreation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact California State Department of Parks and Recreation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov)

**To advise California State Department of Parks and Recreation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from California State Department of Parks and Recreation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with California State Department of Parks and Recreation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify California State Department of Parks and Recreation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by California State Department of Parks and Recreation during the course of my relationship with 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: G22-03-14-L02      PROJECT TYPE: Law Enforcement

GRANTEE: Riverside County Sheriff's Department

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 10/03/2022 THROUGH 10/02/2023

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$92,963.00** (Ninety Two Thousand Nine Hundred Sixty Three 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: <small>DocuSigned by:</small> <i>David Lelevier</i>	AUTHORIZED SIGNATURE: <small>DocuSigned by:</small> <i>Sixto J Fernandez</i>
AUTHORIZED NAME: David Lelevier	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: Asst Sheriff	TITLE: Grants Manager
DATE: 11/18/2022	DATE: 11/30/2022

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

CONTRACT NUMBER: C32-34-114		SUPPLIER ID NUMBER: 0000007122		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62684	CHARGE AMOUNT: 92,963.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 43	ENY/STATUTE 2022	FISCAL YEAR: 2022/2023

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

N/A

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: G22-03-14-L02 PROJECT TYPE: Law Enforcement

GRANTEE: Riverside County Sheriff's Department

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 10/03/2022 THROUGH 10/02/2023

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$92,963.00 (Ninety Two Thousand Nine Hundred Sixty Three 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: <small>DocuSigned by:</small> <i>David Lelevier</i>	AUTHORIZED SIGNATURE:
AUTHORIZED NAME: David Lelevier	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: Asst Sheriff	TITLE: Grants Manager
DATE: 11/18/2022	DATE:

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

N/A

FROM APPROVED COUNTY COUNSEL  
 BY *Kristine Bell-Valdez*  
 KRISTINE BELL-VALDEZ / DATE

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Riverside County Sheriff's Department  
Application: Law Enforcement**

<b>APPLICANT NAME :</b>	Riverside County Sheriff's Department		
<b>PROJECT TITLE :</b>	Law Enforcement	<b>PROJECT NUMBER (Division use only) :</b>	G22-03-14-L02
<b>PROJECT TYPE :</b>	<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		
<b>PROJECT DESCRIPTION :</b>	<p>The Project is to provide Off-Highway Vehicle (OHV) related Law Enforcement activities within the jurisdiction of 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
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
<b>1 Staff</b>						
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.	1080.00 00	113.270	HRS	122,332.00	0.00	122,332.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 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 base/straight time rate plus benefits. The QTY represents one Sheriff's Sergeant for one calendar year.</p> <p>The Riverside County 2021/2022 base/straight rate for a Sergeant is \$113.27. The rates are based on wage and benefits negotiated between Riverside County and the Law Enforcement Management Unit (LEMU).</p>						
<p>2. 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 overtime (time and a half) rate plus benefits. The QTY represents one Sheriff's Sergeant.</p>	157.480	109.570	HRS	17,255.00	17,255.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>The Riverside County 2021/2022 overtime rate for a Sergeant is \$109.57. The rates are based on wage and benefits negotiated between Riverside County and the Law Enforcement Management Unit (LEMU).</p> <p>The 2022 salary totals reflect higher amounts than those reported in past applications. This is due to salary increases resulting from contract negotiations between the County and the Riverside Sheriff's Association Union and a slightly higher benefit rate. In addition, more hours are being requested, as there is a need to increase patrols.</p>						
<p>3. Staff-Corporal                      Notes : Corporal - Supervises day-to-day OHV enforcement and education programs in the absence of a Sergeant. Crafts OHV reports, maintains</p>	93.3500	93.180	HRS	8,698.00	8,698.00	0.00



ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022**  
**Agency: Riverside County Sheriff's Department**  
**Application: Law Enforcement**

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	<p>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 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 2021/2022 overtime rate for a Corporal is \$93.18. The rates are based on wage and benefits negotiated between Riverside County and the Riverside Sheriff Association Union (RSA).</p>						
	<p>4. Staff-Deputy Sheriff                      Notes : Deputy Sheriff -                      The rate shown is an hourly overtime (time</p>	69.7400	83.320	HRS	5,811.00	5,811.00	0.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement**

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	<p>and a half) rate plus benefits. The QTY represents five Deputy Sheriffs.</p> <p>The Riverside County 2021/2022 overtime rate for a Deputy Sheriff is \$83.32. The rates are based on wage and benefits negotiated between Riverside County and the Riverside Sheriff Association Union (RSA).</p> <p>The 2022 salary totals reflect higher amounts than those reported in past applications. This is due to salary increases resulting from contract negotiations between the County and the Riverside Sheriff's Association Union and a slightly higher benefit rate. In addition, more hours are being requested, as there is a need to increase patrols.</p>						
	<b>Total for Staff</b>				154,096.00	31,764.00	122,332.00
	<b>2 Contracts</b>						
	<b>3 Materials / Supplies</b>						

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
1. Materials / Supplies- Helmets-Bell Moto-9 Mipps Notes : Currently, the Hemet OHV team members are using personally owned helmets, or department owned helmets which are nearing their usable life. New, matching helmets, would provide the Hemet OHV team with the lasted technology in Helmet safety, and it would show the OHV community a clean, neat, well-organized team. Nearly all of our contacts with members of the OHV community involve conversations about equipment and safety, and the Hemet OHV team leads by example by wearing appropriate personal protective equipment.	5.0000	470.000	EA	2,350.00	2,350.00	0.00
2. Materials / Supplies- Goggles - Accuri Notes : Currently, the Hemet OHV team members are using personally owned goggles, or department	5.0000	50.000	EA	250.00	250.00	0.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Riverside County Sheriff's Department  
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
owned goggles which are nearing their usable life. New, matching goggles, would provide the Hemet OHV team with the lasted technology in Helmet safety, and it would show the OHV community a clean, neat, well-organized team. Many of our contacts with members of the OHV community involve conversations about equipment and safety, and the Hemet OHV team leads by example by wearing appropriate personal protective equipment.						
3. Materials / Supplies- Gloves -KLIM Mohave Gloves Notes : Currently, the Hemet OHV team members are using personally owned gloves. New, matching gloves would provide the Hemet OHV team with the lasted technology in glove safety, and it would show the OHV community a clean,	5.0000	40.000	EA	200.00	200.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
neat, well-organized team. Many of our contacts with members of the OHV community involve conversations about equipment and safety, and the Hemet OHV team leads by example by wearing appropriate personal protective equipment.						
<b>Total for Materials / Supplies</b>				2,800.00	2,800.00	0.00
<b>4 Equipment Use Expenses</b>						
1. Equipment Use Expenses-50-hr interval Service and Maintenance Notes : The Hemet Station OHV team estimates each OHV machine will incur about 150-200 hours of use per year (5 hours run time per machine/patrol x 3 patrols per month x 12 months). The Polaris recommended service interval is 50 hours of run time. All equipment being maintained are items that were funded and purchased through the OHV grant.	12.0000	350.000	EA	4,200.00	4,200.00	0.00
2. Equipment Use Expenses-50-hour	12.0000	600.000	EA	7,200.00	7,200.00	0.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement**

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	interval Service and Maintenance Notes : The Hemet Station OHV team estimates each KTM Motorcycle will incur about 150-200 hours of use per year (5 hours run time per machine/patrol x 3 patrols per month x 12 months). KTM recommended service interval is 50 hours of run time. If approved, this item will be purchased with OHV funding under agreement G22-03-14-L02. The equipment will be used 100% of the time for OHV grant activities.						
<b>Total for Equipment Use Expenses</b>					11,400.00	11,400.00	0.00
<b>5 Equipment Purchases</b>							
	1. Equipment Purchases-KTM 500 EXC-F Notes : Much of the Hemet OHV Team jurisdiction is in rugged mountainous terrain at high elevation. Several of the trails, (2E43, 2E44, 4S21) are too narrow and too rugged	2.0000	14719.000	EA	29,438.00	29,438.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>to safely patrol using a quad and unpassable in a side by side. A street legal enduro style motorcycle would allow us to patrol street legal vehicle routes and illegal off trail riding currently unpassable with quads or side by sides. Currently we can only patrol one trail per day because non street legal OHV's must be transported by trailer to the trailhead. This is time consuming and reduces the amount of time spent patrolling. Street legal enduro motorcycles would allow patrols of multiple trails per day separated by public roadways. Additional prices for motorcycle were obtained to show cost is within reason. Malcolm Motorsports \$15,385 and Langston Motorsports \$15,708 ea. tx/fee incl. In addition, prices from CycleTrader.com are listed at \$12,549 retail. All equipment to be used 100% for OHV</p>						

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
activities.						
<b>6 Others</b>						
1. Hinged Window Front Doors - Poly Notes : Much of the Hemet OHV Team jurisdiction is in rugged mountainous terrain at high elevation. All of the legally designated OHV routes within our area receive snowfall each year. This equipment will assist in weatherproofing the cab area of two Ranger UTV's.	2.0000	3100.000	EA	6,200.00	6,200.00	0.00
2. Fixed Window Rear Doors - Poly Notes : Much of the Hemet OHV Team jurisdiction is in rugged mountainous terrain at high elevation. All of the legally designated OHV routes within our area receive snowfall each year. This equipment will assist in weatherproofing the cab area of one crew-cab Ranger UTV.	1.0000	3100.000	EA	3,100.00	3,100.00	0.00
3. Poly 3-seat Premium	1.0000	650.000	EA	650.00	650.00	0.00



ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Roof Notes : Much of the Hemet OHV Team jurisdiction is in rugged mountainous terrain at high elevation. All of the legally designated OHV routes within our area receive snowfall each year. This equipment will assist in weatherproofing the cab area of one standard-cab Ranger UTV.						
4. Polaris Ranger front windscreen Notes : (2) Polaris Ranger front windscreen \$500 ea (Polaris). While riding in off road dusty conditions a front windscreen will assist in reducing dust in the OHV as well as deflecting rocks or bugs which may be kicked up by other OHV's.	2.0000	600.000	EA	1,200.00	1,200.00	0.00
<b>Total for Others</b>				11,150.00	11,150.00	0.00
<b>Total Program Expenses</b>				208,884.00	86,552.00	122,332.00
<b>TOTAL DIRECT EXPENSES</b>				208,884.00	86,552.00	122,332.00
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
<b>1 Indirect Costs</b>						
1. Indirect Costs-Polaris	3.0000	550.000	EA	1,650.00	1,650.00	0.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
HD 3,500 lb Winch Notes : Much of the Hemet OHV Team jurisdiction is in rugged mountainous terrain at high elevation. Some of the routes are inaccessible via passenger vehicles and selfsufficiency and recovery are essential. This winch equipment will outfit one of our Ranger UTV's and two of our Sportsman ATV's with recovery equipment						
2. Indirect Costs- Replacement lenses for goggles Accuri Notes : Currently, the Hemet OHV team members are using personally owned goggles, or department owned goggles which are nearing their usable life. New, matching goggles, would provide the Hemet OHV team with the lasted technology in Helmet safety, and it would show the OHV community a clean,	5.0000	20.000	EA	100.00	100.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
neat, well-organized team. Many of our contacts with members of the OHV community involve conversations about equipment and safety, and the Hemet OHV team leads by example by wearing appropriate personal protective equipment.						
3. Indirect Costs-Spare tire mount Notes : While patrolling OHV trails we experienced three flat tires. When this occurred, patrols were stopped and we had to respond back to the station to "borrow" a tire from another OHV, then respond back. We had to use personal tools to change the tire. By purchasing a spare tire and equipment to change the tire, we will be able to mitigate a flat on the trail and continue patrolling without delay.	2.0000	70.000	EA	140.00	140.00	0.00

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**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Riverside County Sheriff's Department  
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
4. Indirect Costs-Spare Polaris Ranger tire Notes : While patrolling OHV trails we experienced three flat tires. When this occurred, patrols were stopped and we had to respond back to the station to "borrow" a tire from another OHV, then respond back. We had to use personal tools to change the tire. By purchasing a spare tire and equipment to change the tire, we will be able to mitigate a flat on the trail and continue patrolling without delay.	2.0000	500.000	EA	1,000.00	1,000.00	0.00
5. Indirect Costs-Tire plug kit Notes : While patrolling OHV trails we experienced three flat tires. When this occurred, patrols were stopped and we had to respond back to the station to "borrow" a tire from another OHV, then respond back. We had	1.0000	30.000	EA	30.00	30.00	0.00

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**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022**  
**Agency: Riverside County Sheriff's Department**  
**Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
to use personal tools to change the tire. By purchasing a spare tire and equipment to change the tire, we will be able to mitigate a flat on the trail and continue patrolling without delay.						
6. Indirect Costs-36" Farm Jack Notes : While patrolling OHV trails we experienced three flat tires. When this occurred, patrols were stopped and we had to respond back to the station to "borrow" a tire from another OHV, then respond back. We had to use personal tools to change the tire. By purchasing a spare tire and equipment to change the tire, we will be able to mitigate a flat on the trail and continue patrolling without delay.	1.0000	100.000	EA	100.00	100.00	0.00
7. Indirect Costs-Smittybilt Tire Air Compressor Kit	1.0000	150.000	EA	150.00	150.00	0.00

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Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Notes : While patrolling OHV trails we experienced three flat tires. When this occurred, patrols were stopped and we had to respond back to the station to "borrow" a tire from another OHV, then respond back. We had to use personal tools to change the tire. By purchasing a spare tire and equipment to change the tire, we will be able to mitigate a flat on the trail and continue patrolling without delay.						
8. Indirect Costs-Kinetic recovery rope 3/4" x 30' Notes : The OHV team will be riding on trails with difficulty ratings from easy to difficult. When off road riding vehicles occasionally get stuck. A kinetic recovery rope will allow the team to self-rescue as well as assist members of the public who may be stuck.	1.0000	100.000	EA	100.00	100.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
9. Indirect Costs-Rogue Hoe 7" blade Notes : In 2021, while patrolling a designated OHV route where shooting is also allowed the team encountered a freshly started wildfire. We were able to put the fire out, but had it been any bigger or if it had been windier, we would not have. Having a firefighting style Hoe and shovel would allow us to put out any small fires to prevent them from spreading and devastating the area.	1.0000	71.000	EA	71.00	71.00	0.00
10. Indirect Costs-Shovel 27" D Handle Notes : In 2021, while patrolling a designated OHV route where shooting is also allowed the team encountered a freshly started wildfire. We were able to put the fire out, but had it been any bigger or if it had been windier, we would	1.0000	70.000	EA	70.00	70.00	0.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
not have. Having a firefighting style Hoe and shovel would allow us to put out any small fires to prevent them from spreading and devastating the area.						
11. Indirect Costs- Polaris side by side wrap Notes : The OHV team recently acquired another Polaris Ranger but it is camouflage and cannot be used. Camouflage equipment cannot be used by any law enforcement agency per Government Code. A wrap would eliminate the code violation while making the Polaris Ranger immediately recognizable as an OHV law enforcement vehicle.	1.0000	3000.000	EA	3,000.00	3,000.00	0.00
<b>Total for Indirect Costs</b>				6,411.00	6,411.00	0.00
<b>Total Indirect Costs</b>				6,411.00	6,411.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>				6,411.00	6,411.00	0.00
<b>TOTAL EXPENDITURES</b>				<b>215,295.00</b>	<b>92,963.00</b>	<b>122,332.00</b>
<b>TOTAL PROJECT AWARD</b>				<b>92,963.00</b>		



## **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.

**Certificate Of Completion**

Envelope Id: 8E1B187CCD9F4F22AAC448360A1B158B  
 Subject: G22-03-14-L02: Grants and Cooperatives Agreements Program Project Agreement(s)  
 Template Code:  
 Source Envelope:  
 Document Pages: 24  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Sean Soria  
 1416 9th Street, Room 950  
 Sacramento, CA 95814  
 Sean.Soria@parks.ca.gov  
 IP Address: 76.149.86.85

**Record Tracking**

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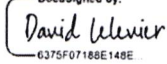
Holder: Sean Soria  
 Sean.Soria@parks.ca.gov  
 Pool: StateLocal  
 Pool: California State Department of Parks and Recreation

Location: DocuSign  
 Location: DocuSign

**Signer Events**

David Lelevier  
 Grants@riversidesheriff.org  
 Asst Sheriff  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 6375F07188E148E  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 158.61.6.3

**Timestamp**

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 Viewed: 11/18/2022 2:57:15 PM  
 Signed: 11/18/2022 2:58:09 PM

Electronic Record and Signature Disclosure:  
 Accepted: 11/18/2022 2:32:03 PM  
 ID: 26a0eb51-0b1e-4f26-8316-ef97bf4955da

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Kristine Bell-Valdez  
 KBValdez@RIVCO.ORG  
 Security Level: Email, Account Authentication (None)

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Lisa Salazar  
 lmsalaza@riversidesheriff.org  
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:  
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**Witness Events**

**Signature**

**Timestamp**

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	11/18/2022 2:57:15 PM
Signing Complete	Security Checked	11/18/2022 2:58:09 PM
Completed	Security Checked	11/18/2022 2:58:09 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, California State Department of Parks and Recreation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact California State Department of Parks and Recreation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov)

**To advise California State Department of Parks and Recreation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from California State Department of Parks and Recreation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with California State Department of Parks and Recreation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.



**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify California State Department of Parks and Recreation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by California State Department of Parks and Recreation during the course of my relationship with you.