

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



**ITEM: 3.37
(ID # 23140)**

MEETING DATE:
Tuesday, November 28, 2023

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER -PA: Adopt Resolution No. 2023-056, Approving the Sheriff's Department to Apply for, Enter into, and Sign a Grant Agreement to Receive Grant Funding from the State of California, Department of Parks and Recreation, Off-Highway Vehicle (OHV) Trust Fund and Ratify and Approve Project Agreement Number G23-03-14-L01 and G23-03-14-L02 with the State of California for Off-Highway Motor Vehicle Enforcement Program, Administered by the California Department of Parks and Recreation, All Districts. [\$179,824, 75% State Funds, 25% Sheriff's Department Budget]; 4/5 Vote Required

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2023-056, Approving the Sheriff's Department to Apply for, Enter into, and Sign a Grant Agreement to Receive Grant Funding from the State of California, Department of Parks and Recreation, Off-Highway Vehicle (OHV) Trust Fund;

Continued on Page 2

ACTION:4/5 Vote Required


Donald Sharp, Undersheriff 11/14/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Perez and Gutierrez
Nays: None
Absent: None
Date: November 28, 2023
xc: Sheriff

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Ratify and approve Project Agreement Numbers G23-03-14-L01 and G23-03-14-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 grant in the total amount of \$134,868 for the performance period October 3, 2023 through October 2, 2024;
3. Authorize the Sheriff, Undersheriff, Assistant Sheriff, Chief Deputy Sheriff, Deputy Director Sheriff’s Administrative Services, 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
4. Approve and direct the Auditor-Controller to make the budget adjustments on the attached schedule A.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 179,824	\$ 0	\$ 179,824	\$ 0
NET COUNTY COST	\$ 44,956	\$ 0	\$ 44,956	\$ 0
SOURCE OF FUNDS: 75% State Funds, 25% General Fund			Budget Adjustment:	Yes
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: Approve

BR 24-037

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 (Minute Order 3.32), the Board of Supervisors has received OHV grant funds from CDPR to continue the Riverside County Sheriff’s Office (RSO) specialized patrol program. On January 9, 2023, 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,

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

Certified Community Conservation Corps, and nonprofit entities. On March 6, 2023, the RSO 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 9, 2023, the CDPR awarded the RSO 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 RSO will use the grant funds to implement the OHV Program and will be administered by Riverside County Sheriff's Department Off-Highway Vehicle Enforcement "ROVE" (\$58,319) and the Sheriff's Hemet Station (\$76,549).

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 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 21st 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 \$179,824, state grant funds in the amount of \$134,868 will be used by the RSO to supplement overtime, employee benefits, and equipment. The RSO's \$44,956 local match contribution is already included in the existing budget; however, the RSO requests a FY 23-24 budget adjustment of \$134,868 to increase revenue and appropriations to align the budget with the projected revenue for this grant award.

ATTACHMENTS:

1. Resolution No. 2023-056
2. G23-03-14-L01 Project Agreement
3. G23-03-14-L02 Project Agreement

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

4. Schedule A: Budget Adjustment

SCHEDULE A
FY 23-24

Increase Appropriations:

10000-2500300000-510420	Overtime	\$95,915
10000-2500300000-518080	Other Budgeted Benefits	\$6,357
10000-2500300000-526910	Field Equipment-Non Assets	\$6,998
10000-2500300000-546380	Vehicles Other	\$22,348
10000-2500300000-521500	Maint-Motor Vehicles	<u>\$3,250</u>

Total Increase in Estimated Appropriations **\$134,868**

Increase Estimated Revenues:

10000-2500300000-755190	CA-Off Highway Veh Park & Rec	<u>\$134,868</u>
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Total Increase in Estimated Revenues **\$134,868**



Heydee Koury, Sr Accountant - Auditor 11/13/2023



Rebecca S Cortez, Principal Management Analyst 11/16/2023



Aaron Gettis, Deputy County Counsel 11/9/2023

1 **BOARD OF SUPERVISORS**

COUNTY OF RIVERSIDE

2
3 **RESOLUTION NO. 2023-056**

4
5 **RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE**
6 **APPROVING THE SHERIFF'S DEPARTMENT TO APPLY FOR, ENTER INTO, AND**
7 **SIGN A GRANT AGREEMENT TO RECEIVE GRANT FUNDING FROM THE STATE OF**
8 **CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY**
9 **VEHICLE (OHV) TRUST FUND**

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

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

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

20 **WHEREAS, this Project appears on, or is in conformance with, this jurisdiction's adopted**
21 **general or master plan and is compatible with the land use plans of that jurisdiction immediately**
22 **surrounding the Project.**

23 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the**
24 **Board of Supervisors of the County of Riverside, State of California, in regular session assembled**
25 **on Tuesday, November 28, 2023 in the meeting room of the Board of Supervisors, located on the**
26 **1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA, hereby:**

- 27
- 28 1. Approves the filing of an application and the receiving of grant funding for an Off-Highway Vehicle Grant or Cooperative Agreement; and
 2. Certifies that Riverside County understands its legal obligations to the State upon approval of the Grant; and

Resolution No. 2023-056
Page 1 of 2

FORM APPROVED COUNTY COUNSEL
BY: AMRIT P. PHILLON
DATE: 11/28/2023

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3. Certifies that Riverside County understands the California Public Resources Code requirement that Acquisition, and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that Riverside County will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that the County will provide the required Matching Funds (as applicable) if it accepts the award; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints the Sheriff, Undersheriff, Assistant Sheriff, Chief Deputy Sheriff, Deputy Director Sheriff's Administrative Services, or Administrative Services Manager as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, award agreements, amendments payment requests, not increasing the award by more than 20% and that do not materially change the scope of the grant project, and payment requests which may be necessary for completion of the project, subject to approval as to form by County Counsel.
9. Accepts Off-Highway Motor Vehicle Grant funding and authorizes the Sheriff, Undersheriff, Assistant Sheriff, Chief Deputy Sheriff, Deputy Director Sheriff's Administrative Services, or Administrative Services Manager to execute the grant agreement on behalf of the County, subject to approval as to form by County Counsel.

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3 RESOLUTION NO. 2023-056

4 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
5 APPROVING THE SHERIFF'S DEPARTMENT TO APPLY FOR, ENTER INTO, AND SIGN A
6 GRANT AGREEMENT TO RECEIVE GRANT FUNDING FROM THE STATE OF
7 CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE
8 (OHV) TRUST FUND

9
10 ROLL CALL:

11
12 Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez

13 Nays: None

14 Absent: None

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16
17 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
18 Supervisors on the date therein set forth.

19
20 KIMBERLY A. RECTOR, Clerk of said Board

21
22 By: 

23 Deputy

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G23-03-14-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Riverside County Sheriff's Department

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 10/03/2023 THROUGH 10/02/2024

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$58,319.00** (Fifty Eight Thousand Three Hundred Nineteen 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

FORM APPROVED COUNTY COUNSEL
 BY: APK 11/13/2023
 AMRICE D HILLON DATE

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: 	AUTHORIZED SIGNATURE:
AUTHORIZED NAME: <u>DONALD SIDARP</u>	AUTHORIZED NAME: Jennifer Grady
TITLE: <u>UNDER SHERIFF</u>	TITLE: Grants Manager
DATE: <u>11/28/2023</u>	DATE:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
CONTRACT NUMBER: C32-35-108		SUPPLIER ID NUMBER: 0000007122		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62685	CHARGE AMOUNT: 58,319.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 12	ENY/STATUTE 2023	FISCAL YEAR: 2023/2024

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

N/A

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

APPLICANT NAME :	Riverside County Sheriff's Department		
PROJECT TITLE :	Law Enforcement	PROJECT NUMBER (Division use only) :	G23-03-14-L01
PROJECT TYPE :	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
PROJECT DESCRIPTION :	The Project is to provide Off-Highway Vehicle (OHV) related Law Enforcement activities within the jurisdiction of the Riverside County Sheriff's Department except for areas within the coverage of the Riverside County Sheriff's Department Hemet Station. The activities may include, but are not limited to Law Enforcement patrol, installation of signs, placement of barriers, creation of maps, and search and rescue. The Project may also provide for the purchase of Equipment, materials, and supplies as outlined in the Project Cost Estimate. Grantee must 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
DIRECT EXPENSES						
Program Expenses						
1 Staff						
1. Staff-Sheriff's Sergeant Notes : Sergeant – Supervises OHV enforcement and education programs. Crafts OHV reports, maintains statistical OHV data, reviews reports and citations as needed. The rate shown is an hourly base/straight time rate plus benefits. The QTY represents	292.400 0	135.140	HRS	39,515.00	0.00	39,515.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>one Sheriff's Sergeant for one calendar year.</p> <p>The Riverside County 2022/2023 base/straight rate for a Sergeant is \$135.14. The 2023 salary totals reflect higher amounts than those reported in past applications. This is due to salary increases resulting from contract negotiations between Riverside County and the Law Enforcement Management Unit (LEMU).</p>						
<p>2. Staff-Sheriff's Corporal</p> <p>Notes : Corporal - Supervises 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</p>	340.000 0	105.120	HRS	35,741.00	0.00	35,741.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>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 2022/2023 base/straight rate for a Corporal is \$105.12. 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 - Crafts OHV reports and maintains statistical OHV data. Deputy Sheriff reviews on-line OHV complaints from the Sergeant and Corporal and contacts reporting parties. Conducts enforcement</p>	<p>1700.00 00</p>	<p>99.880</p>	<p>HRS</p>	<p>169,796.00</p>	<p>0.00</p>	<p>169,796.00</p>

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>and education and writes arrest reports and citations as needed. The rate shown is an hourly base/straight time rate plus benefits. The QTY represents five Deputy Sheriff's for one calendar year.</p> <p>The Riverside County 2022/2023 base/straight rate for a Deputy Sheriff is \$99.88. The 2023 salary totals reflect higher than those reported in past applications. This is due to salary increases resulting from contract negotiations between Riverside County and the Riverside Sheriff's Association Union (RSA) and a slightly higher benefit rate.</p>						
<p>4. Staff-Sheriff's Sergeant Notes : Sergeant – Supervises OHV enforcement and education programs. Crafts OHV reports, maintains statistical OHV data, reviews reports, and citations as</p>	84.8790	125.360	HRS	10,640.00	10,640.00	0.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>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>The Riverside County 2022/2023 overtime rate for a Sergeant is \$125.36. The 2023 salary totals reflect higher amounts than those reported in past applications. This is due to salary increases resulting from contract negotiations between Riverside County and the Law Enforcement Management Unit (LEMU).</p> <p>** 9/20/23 Grant request amount for Sgt OVT was reduced to \$31,264, as per factual findings instructions. It was then reduced further to arrive at the total award amount of \$58,319.</p>						
5. Staff-Sheriff's Corporal	86.0000	98.090	HRS	8,436.00	8,436.00	0.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>Notes : Corporal - Supervises 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.</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 2022/2023 overtime rate for a Corporal is \$98.09. The rates are based on wage and benefits negotiated between Riverside County and the Riverside Sheriff</p>						

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Association Union (RSA).						
6. Staff-Deputy Sheriff Notes : Deputy Sheriff - Crafts OHV reports and maintains statistical OHV data. Deputy Sheriff reviews on-line OHV complaints from the Sergeant and Corporal and contacts reporting parties. 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 represents five Deputy Sheriff's. The Riverside County 2022/2023 overtime rate for a Deputy Sheriff is \$92.12. The 2023 salary totals reflect higher than those reported in past applications. This is due to salary increases resulting from contract negotiations between Riverside County and the Riverside Sheriff's	426.000 0	92.120	HRS	39,243.00	39,243.00	0.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	Association Union (RSA) and a slightly higher benefit rate.						
Total for Staff					303,371.00	58,319.00	245,052.00
2	Contracts						
3	Materials / Supplies						
4	Equipment Use Expenses						
5	Equipment Purchases						
6	Others						
Total Program Expenses					303,371.00	58,319.00	245,052.00
TOTAL DIRECT EXPENSES					303,371.00	58,319.00	245,052.00
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
Total Indirect Costs					0.00	0.00	0.00
TOTAL INDIRECT EXPENSES					0.00	0.00	0.00
TOTAL EXPENDITURES					303,371.00	58,319.00	245,052.00
TOTAL PROJECT AWARD					58,319.00		

Project Agreement General Provisions (Nonfederal Applicants Only)

A. Definitions

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

B. Project Execution

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

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

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

The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State-approved development plans, specifications, and estimates or Force Account Schedule.

4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.
5. If the Project includes acquisition of real property, the cost of which is to be reimbursed with Grant moneys under this Agreement, the acquisition shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any

other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this Agreement.

6. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. The Grantee agrees to furnish the State with additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

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

C. Project Costs

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

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

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred-twenty (120) days after completion of the Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this Agreement available for inspection by the State upon request.
3. The Grantee may be provided advanced payments for Grants. The Grantee shall place such moneys in a separate interest-bearing account, if legally able to do so, setting up and identifying such account prior to the advance. Interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred-twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

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

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

6. Equipment must be used solely for OHV-related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes, and that portion is not part of the total project cost.

E. Project Termination

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

F. Hold Harmless

1. The Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents and employees.
2. The Grantee shall protect, indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of the State, its officers, or employees.
3. In the event the State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain for inspection all financial accounts, documents, and records for three (3) years from the expiration date of the Project Agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years is completed, a report published and any Audit findings are resolved and/or payment or other correction made with regard to any Audit findings contained in the final Audit report.
2. During regular office hours each party hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.

H. Use of Facilities

1. The Grantee shall, without cost to the State, except as may be otherwise provided in this Agreement or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this Agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other applicable provisions of law.
2. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

J. Application Incorporation

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

K. Severability

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

L. Governing Law

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

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G23-03-14-L02 PROJECT TYPE: Law Enforcement

GRANTEE: Riverside County Sheriff's Department

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 10/03/2023 THROUGH 10/02/2024


MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$76,549.00 (Seventy Six Thousand Five Hundred Forty 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: 	AUTHORIZED SIGNATURE:
AUTHORIZED NAME: DONALD SHARP	AUTHORIZED NAME: Jennifer Grady
TITLE: UNDER SHERIFF	TITLE: Grants Manager
DATE: 11/28/2023	DATE:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-35-109		SUPPLIER ID NUMBER: 0000007122		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62685	CHARGE AMOUNT: 76,549.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 12	ENY/STATUTE 2023	FISCAL YEAR: 2023/2024

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: AMRIT S. DHILLON
DATE: 11/13/2023

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

APPLICANT NAME :	Riverside County Sheriff's Department		
PROJECT TITLE :	Law Enforcement	PROJECT NUMBER (Division use only) :	G23-03-14-L02
PROJECT TYPE :	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
PROJECT DESCRIPTION :	The Project is to provide Off-Highway Vehicle (OHV) related Law Enforcement activities within the jurisdiction of the Riverside County Sheriff's Department – Hemet Station. The activities may include, but are not limited to Law Enforcement patrol, installation of signs, placement of barriers, creation of maps, and search and rescue. The Project may also provide for the purchase of Equipment, materials, and supplies as outlined in the Project Cost Estimate. Grantee must 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
DIRECT EXPENSES						
Program Expenses						
1 Staff						
1. Staff-Sergeant Notes : Sergeant - Supervises OHV enforcement and education programs. Crafts OHV reports, maintains statistical OHV data, reviews reports, and citations as needed. The rate shown is an hourly base/straight time rate plus benefits. The QTY represents one Sheriff's Sergeant	1080.00 00	135.140	HRS	145,951.00	0.00	145,951.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>for one calendar year.</p> <p>The Riverside County 2022/2023 base/straight rate for a Sergeant is \$135.14. The 2023 Salary totals reflect higher amounts than those reported in past applications. This is due to salary increases resulting from contract negotiations between Riverside County and the Law Enforcement Management Unit (LEMU) and a slightly higher benefit rate.</p>						
<p>2. Staff-Sergeant Notes : Sergeant - Supervises 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>116.870</p> <p>0</p>	<p>125.360</p>	<p>HRS</p>	<p>14,651.00</p>	<p>14,651.00</p>	<p>0.00</p>

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>The Riverside County 2022/2023 overtime rate for a Sergeant is \$125.36. The 2023 salary totals reflect higher amounts than those reported in past applications. This is due to salary increases resulting from contract negotiations between Riverside County and the Law Enforcement Management Unit (LEMU) and a slightly higher benefit rate.</p>						
<p>3. Staff-Corporal Notes : Corporal - Supervises OHV enforcement and education programs in the absence of a Sergeant. Crafts OHV reports, maintains statistical OHV data, reviews reports, and citations as needed. Corporal 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</p>	<p align="center">149.360 0</p>	<p align="center">98.090</p>	<p align="center">HRS</p>	<p align="center">14,651.00</p>	<p align="center">14,651.00</p>	<p align="center">0.00</p>

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>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 2022/2023 overtime rate for a Corporal is \$98.09. The rates are based on wage and benefits negotiated between Riverside County and the Riverside Sheriff's Association Union (RSA).</p>						
<p>4. Staff-Deputy Sheriff Notes : Deputy Sheriff - Crafts OHV reports and maintains statistical OHV data. Deputy Sheriff reviews on-line OHV complaints from the Sergeant and Corporal and contacts reporting parties. Conducts enforcement and education and writes arrest reports and citations as needed.</p> <p>The rate shown is an hourly overtime (time</p>	<p>159.040 0</p>	<p>92.120</p>	<p>HRS</p>	<p>14,651.00</p>	<p>14,651.00</p>	<p>0.00</p>

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
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 2022/2023 overtime rate for a Deputy Sheriff is \$92.12. The 2023 Salary totals reflect higher amounts than those reported in past applications. This is due to salary increases resulting from contract negotiations between Riverside County and the Riverside Sheriff's Association Union and a slightly higher benefit rate.</p>						
Total for Staff				189,904.00	43,953.00	145,951.00
2 Contracts						
3 Materials / Supplies						
<p>1. Materials / Supplies- Gloves-KLIM Mohave Gloves</p> <p>Notes : New, matching gloves would provide the Hemet OHV team with the lasted technology in glove safety, and it would show the OHV community a neat, well-</p>	5.0000	45.000	EA	225.00	225.00	0.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>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. The Hemet OHV team is requesting the gloves for their current riders. Some gloves were previously purchased. However, currently there are some team members that do not have gloves issued to them.</p>						
4 Equipment Use Expenses						
<p>1. Equipment Use Expenses-50-hr Interval Service and Maintenance Notes : The Hemet Station OHV team estimates each Polaris 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</p>	3.0000	650.000	EA	1,950.00	1,950.00	0.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
interval is 50 hours of run time. The service and maintenance will be used for two (2) Polaris ATVs and one (1) Polaris UTV, which were previously purchased with OHV grant funds.						
2. Equipment Use Expenses-50-hr Interval Service 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 is 50 hours of run time. The service and maintenance will be used for two (2) KTM motorcycles, which were previously purchased with OHV grant funds.	2.0000	650.000	EA	1,300.00	1,300.00	0.00
Total for Equipment Use Expenses				3,250.00	3,250.00	0.00
5 Equipment Purchases						
1. Equipment	1.0000	22348.000	EA	22,348.00	22,348.00	0.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	Purchases-Ranger XP1000 Side by Side Vehicle Notes : Many of the trails patrolled by the Hemet OHV team are in remote areas with high elevation. We currently have one grant funded side by side OHV but are requesting another to increase patrol efficiency. The side by side format of OHV allows us to carry needed equipment to support the quads, including emergency fire equipment, first aid supplies, emergency repair supplies, and law enforcement equipment. Having a second side by side OHV would allow us to patrol multiple areas at the same time. We would also be able to provide uninterrupted service while the original side by side may be down for repairs or maintenance.						
6	Others						
	1. Poly 3-Seat Premium Roof Notes : Much of the	1.0000	660.000	EA	660.00	660.00	0.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
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 on standard-cab Ranger UTV.						
Total Program Expenses				216,387.00	70,436.00	145,951.00
TOTAL DIRECT EXPENSES				216,387.00	70,436.00	145,951.00
INDIRECT EXPENSES						
Indirect Costs						
1	Indirect Costs					
1. Indirect Costs-Pelican 1720 rifle case Notes : The OHV team frequently patrols the OHV route at Bee Canyon which is also an approved shooting area. During patrols the OHV team comes into contact with hundreds of armed persons a year. While most of the armed shooters are cooperative, we will inevitably encounter someone who is not cooperative. Rifles are not currently carried in	1.0000	309.000	EA	309.00	309.00	0.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>the OHV because they cannot be secured properly. A pelican rifle case is a secure case that can be permanently mounted to the OHV. The case would also protect the rifle from dust, which can cause malfunctions.</p>						
<p>2. Indirect Costs-Kinetic Recovery Rope 3/4" X 30' Notes : The OHV team will be riding on trails that are rated 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.</p>	1.0000	149.000	EA	149.00	149.00	0.00
<p>3. Indirect Costs-Tire Plug Kit Notes : While patrolling OHV trails, we have experienced several flat tire incidents. When this occurred, patrols were stopped and we had to go back to the station to "borrow" a tire from another OHV, then</p>	1.0000	40.000	EA	40.00	40.00	0.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
respond back. 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.						
4. Indirect Costs-Side by Side Spare Tire Mount Notes : While patrolling OHV trails, we have experienced several flat tire incidents. When this occurred, patrols were stopped and we had to go back to the station to "borrow" a tire from another OHV, then respond back. 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	149.000	EA	149.00	149.00	0.00
5. Indirect Costs-Polaris 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	1.0000	495.000	EA	495.00	495.00	0.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
self-sufficiency and recovery are essential. This winch will outfit one of our Ranger UTV's with recovery equipment.						
6. Indirect Costs- Replacement Lenses for Goggles Accuri Notes : New, matching goggles would provide the Hemet OHV team with the lasted technology in Helmet safety, and it would show the OHV community a 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.	5.0000	10.000	EA	50.00	50.00	0.00
7. Indirect Costs- Emergency Light/Siren Notes : There are currently two (2) quads and two (2) Polaris Rangers which are used on OHV patrols but lack the emergency lighting	1.0000	3000.000	EA	3,000.00	3,000.00	0.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>and siren required to conduct a legal traffic stop. By putting this equipment on the above listed OHV's it will ensure we are complying with the California Vehicle Code and Title 13 should someone decide not to yield to our request.</p>						
<p>8. Indirect Costs-KTM side bag set 1290 Notes : The grant owned KTM motorcycles need a place for the OHV team to store cite books, maps to hand out, and other supplies. The side bag set will allow these items to be stored and properly secured while riding out on the trails.</p>	2.0000	299.000	EA	598.00	598.00	0.00
<p>9. Indirect Costs-Alpinestar 2021 Tech-T Boots Notes : With the grant owned KTM motorcycles in service, specialized boots are required to reduce the chance of injuries while operating them. Four (4) pairs of boots would</p>	2.0000	369.000	EA	738.00	738.00	0.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
equip the qualified riders and allow them to patrol in a safer manner.						
10. Indirect Costs-15-Gal Steel Portable Fuel Station Notes : The OHV team has to fuel the vehicles at the end of a patrol. We currently use gas cans supplied by USFS which are cracked and leak fuel causing safety and health hazards. The 15-gallon fueling system has a nozzle to limit leaks and is gravity fed to reduce failures. This system has a metal can and appears to be of better quality than the plastic gas cans.	1.0000	195.000	EA	195.00	195.00	0.00
11. Indirect Costs-Spare KTM Motorcycle Tire Notes : The OHV team is fielding grant owned KTM motorcycles. Replacement tires will be needed to field these units.	2.0000	195.000	EA	390.00	390.00	0.00
Total for Indirect Costs				6,113.00	6,113.00	0.00
Total Indirect Costs				6,113.00	6,113.00	0.00
TOTAL INDIRECT EXPENSES				6,113.00	6,113.00	0.00
TOTAL EXPENDITURES				222,500.00	76,549.00	145,951.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Riverside County Sheriff's Department
Application: Law Enforcement

TOTAL PROJECT AWARD	76,549.00	
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Project Agreement General Provisions (Nonfederal Applicants Only)

A. Definitions

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

B. Project Execution

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

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

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

The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State-approved development plans, specifications, and estimates or Force Account Schedule.

4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.
5. If the Project includes acquisition of real property, the cost of which is to be reimbursed with Grant moneys under this Agreement, the acquisition shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any

other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this Agreement.

6. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. The Grantee agrees to furnish the State with additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

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

C. Project Costs

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

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

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred-twenty (120) days after completion of the Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this Agreement available for inspection by the State upon request.
3. The Grantee may be provided advanced payments for Grants. The Grantee shall place such moneys in a separate interest-bearing account, if legally able to do so, setting up and identifying such account prior to the advance. Interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred-twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

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

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

6. Equipment must be used solely for OHV-related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes, and that portion is not part of the total project cost.

E. Project Termination

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

F. Hold Harmless

1. The Grantee hereby waives all claims and recourse against the State including the right to contribution or 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.

1 **BOARD OF SUPERVISORS**

COUNTY OF RIVERSIDE

2
3 **RESOLUTION NO. 2023-056**

4
5 **RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE**
6 **APPROVING THE SHERIFF'S DEPARTMENT TO APPLY FOR, ENTER INTO, AND**
7 **SIGN A GRANT AGREEMENT TO RECEIVE GRANT FUNDING FROM THE STATE OF**
8 **CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY**
9 **VEHICLE (OHV) TRUST FUND**

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

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

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

20 **WHEREAS**, this Project appears on, or is in conformance with, this jurisdiction's adopted
21 general or master plan and is compatible with the land use plans of those jurisdiction immediately
22 surrounding the Project.

23 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the
24 Board of Supervisors of the County of Riverside, State of California, in regular session assembled
25 on Tuesday, November 28, 2023 in the meeting room of the Board of Supervisors, located on the
26 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA, hereby:

- 27
- 28 1. Approves the filing of an application and the receiving of grant funding for an Off-Highway Vehicle Grant or Cooperative Agreement; and
 2. Certifies that Riverside County understands its legal obligations to the State upon approval of the Grant; and

FORM APPROVED COUNTY COUNSEL
BY: AMRIT P. PHILLON DATE: 11/8/2023

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

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