

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



**ITEM: 13.2
(ID # 23504)**

MEETING DATE:
Tuesday, December 05, 2023

FROM : Regional Parks and Open Space District:

SUBJECT: PARKS AND OPEN SPACE DISTRICT: Adoption of Resolutions 2023-11 and 2023-12 Authorizing Submittal of Grant Applications for the Outdoor Equity Program and Habitat Conservation Fund; All Districts; [\$0]

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt Resolution Number 2023-11 Authorizing the Regional Park and Open-Space District to submit grant application(s) to California Department of Parks and Recreation for the Outdoor Equity Program; and
2. Adopt Resolution Number 2023-12 Authorizing the Regional Park and Open-Space District to submit grant application(s) to California Department of Parks and Recreation for the Habitat Conservation Fund Program; and
3. Authorize the General Manager, or designee, to execute the grant agreements, in substantially the State forms attached and as approved by County Counsel, which may result from these applications and to take all actions necessary to administer said agreements.

ACTION:Policy

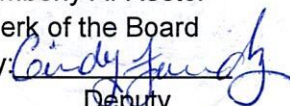

Kyla R. Brown, General Manager 11/17/2023

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Spiegel, seconded by Director Perez 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: December 5, 2023
xc: Parks

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Regional Park and Open-Space District (District) is seeking opportunities to expand and improve current interpretive program offerings and outdoor equity in Riverside County by applying for two (2) grants administered through the State of California.

The California Department of Parks and Recreation Office of Grants and Local Services (OGALS) administers the state-funded Habitat Conservation Fund grant program which allocates approximately \$2 million each year to cities, counties, and districts. Eligible projects include nature interpretation programs to bring urban residents into park and wildlife areas, protection of various plant and animal species, and acquisition and development of wildlife corridors and trails. The District intends to submit an application for the Habitat Conservation Fund for the purpose of continuing the Knee-High Naturalists Program, an environmental education program for children and their caregivers at the Hidden Valley Nature Center.

OGALS is also responsible for the Outdoor Equity Grants Program (OEP). The OEP improves the health and wellness of Californians through new educational and recreational activities, service learning, career pathways, and leadership opportunities that strengthen a connection to the natural world. OEP's intent is to increase the ability of residents in underserved communities to participate in outdoor experiences within their community, at state parks, and other public lands. The District intends to submit an application for it's C.A.M.P.F.I.R.E. (Community Access to More Parks, Fostering Increased Recreational Equity) Program, designed to introduce underserved Riverside County residents to the outdoors. Participants will have camping gear made available to them and will be provided with education on the basics of camping.

The proposed resolutions are a requirement of the grant application process and authorize the District to submit applications for funds. The resolutions have been approved as to form by County Counsel. The standard State agreement forms are attached. A copy of any signed agreement resulting from these applications will be provided to the Executive Office.

IMPACT ON CITIZENS AND BUSINESS

If awarded, these grants will provide the citizens of Riverside County with additional environmental education resources and increased access to outdoor recreation.

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

ADDITIONAL FISCAL INFORMATION

There is a 1:1 non-state match associated with the Habitat Conservation Fund grant program. The District intends to meet this requirement by utilizing in-kind services, including existing staff time as well as volunteer time.

There is no match requirement associated with the Outdoor Equity Grant Program.

ATTACHMENTS

Resolution 2023-11

Resolution 2023-12

Standard State Agreement for Habitat Conservation Fund projects

Standard State Agreement for Outdoor Equity Program projects


Douglas Cardonez Jr. 11/27/2023


Aaron Gettis, Deputy County Counsel 11/21/2023

1 BOARD OF DIRECTORS

RIVERSIDE COUNTY REGIONAL
PARK & OPEN-SPACE DISTRICT

2
3 RESOLUTION NO. 2023-11

4
5 RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY REGIONAL
6 PARK AND OPEN-SPACE DISTRICT APPROVING THE APPLICATION FOR GRANT FUNDS
7 FROM THE HABITAT CONSERVATION FUND PROGRAM

8 WHEREAS, the people of the State of California have enacted the California
9 Wildlife Protection Act of 1990, which provides funds to the State of California for
10 grants to local agencies to acquire, enhance, restore, or develop facilities for
11 public recreation and fish and wildlife habitat protection purposes; and

12 WHEREAS, the State Department of Parks and Recreation has been delegated the
13 responsibility for the administration of the HCF Program, setting up necessary
14 procedures governing project application under the HCF Program; and

15 WHEREAS, said procedures established by the State Department of Parks and
16 Recreation require the applicant to certify by resolution the approval of
17 application(s) before submission of said application(s) to the State; and

18 WHEREAS, the applicant will enter into a contract with the State of California
19 to complete the project(s);

20
21 NOW, THEREFORE, BE IT RESOLVED that the Board of Directors for the Riverside County
22 Regional Park and Open-Space District hereby:

- 23 1. Approves the filing of an application for the Habitat Conservation Fund
- 24 Program; and
- 25 2. Certifies that said applicant has or will have available, prior to
- 26 commencement of any work on the project included in this application, the
- 27 required match and sufficient funds to complete the project; and
- 28

FORM APPROVED COUNTY COUNSEL
BY KRISTINE BELL-VALDEZ DATE

1 3. Certifies that the applicant has or will have sufficient funds to operate
2 and maintain the project(s), and

3 4. Certifies that the applicant has reviewed, understands, and agrees to the
4 provisions contained in the contract shown in the Grant Administration Guide;
5 and

6 5. Delegates the authority to the General Manager, or designee, to conduct all
7 negotiations, execute and submit all documents, including, but not limited to
8 applications, agreements, amendments, payment requests and so on, which may be
9 necessary for the completion of the project.

10 6. Agrees to comply with all applicable federal, state and local laws,
11 ordinances, rules, regulations, and guidelines.

12
13 **ROLL CALL:**

14 **Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez**
15 **Nays: None**
16 **Absent: None**

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 **KIMBERLY A. RECTOR, Clerk of said Board**

20
21 **By:**

22 
23 Deputy

1 **BOARD OF DIRECTORS**
2 **REGIONAL DISTRICT**

RIVERSIDE COUNTY
PARK & OPEN-SPACE

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5 **RESOLUTION NO. 2023-12**

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7 **RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY**
8 **REGIONAL PARK AND OPEN-SPACE DISTRICT**
9 **Approving the Application for**
10 **OUTDOOR EQUITY GRANTS PROGRAM GRANT FUNDS**

11 WHEREAS, the State Department of Parks and Recreation has been delegated the
12 responsibility by the Legislature of the State of California for the administration of the Outdoor
13 Equity Grants Program, setting up necessary procedures governing the application; and

14 WHEREAS, said procedures established by the State Department of Parks and
15 Recreation require the Applicant to certify by resolution the approval of the application before
16 submission of said application to the State; and

17 WHEREAS, successful Applicants will enter into a contract with the State of California
18 to complete the Grant Scope program;

19 NOW, THEREFORE, BE IT RESOLVED that the BOARD OF DIRECTORS hereby:
20 APPROVES THE FILING OF AN APPLICATION FOR C.A.M.P.F.I.R.E; AND

- 21
- 22 1. Certifies that said Applicant has or will have available, prior to commencement of any
23 work on the program(s) included in this application, the sufficient funds to complete the
24 program(s); and
 - 25 2. Certifies that if the grant is awarded, the Applicant has or will have sufficient funds to
26 operate the program(s) as described in the Grant Selection Criteria response, and
 - 27 3. Certifies that the Applicant has reviewed, understands, and agrees to the General
28 Provisions contained in the contract shown in the Grant Administration Guide; and
 4. Delegates the authority to the General Manager, or designee, to conduct all negotiations,
sign and submit all documents, including, but not limited to applications, agreements,
amendments, and payment requests, which may be necessary for the completion of the
Grant Scope; and
 5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules,
regulations and guide.

FORM APPROVED COUNTY COUNSEL
BY KRISTINE BELL-VALDEZ DATE

13.2 12/05/2023

1 **BOARD OF DIRECTORS**

COUNTY OF RIVERSIDE

2 **REGIONAL DISTRICT**

PARK & OPEN-SPACE

3
4 **RESOLUTION NO. 2023-12**

5
6 **RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY**
7 **REGIONAL PARK AND OPEN-SPACE DISTRICT**
8 **Approving the Application for**
9 **OUTDOOR EQUITY GRANTS PROGRAM GRANT FUNDS**

10 ROLL CALL:


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

12 Nays: None

13 Absent: None

14
15 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
16 Supervisors on the date therein set forth.

17
18 KIMBERLY A. RECTOR, Clerk of said Board

19
20 By: 

21 Deputy

22
23 13.2 12/05/2023
24
25

Competitive Grant Program Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract Competitive Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 20XX through June 30, 20XX

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the CONTRACT.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)				
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION		
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER		
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	Funding Source	OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
SIGNATURE OF ACCOUNTING OFFICER			DATE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and Assembly Bill 209 Chapter 675, SECTION 1. Chapter 1.26 (commencing with Section 5090.75) Division 5 of the Public Resources Code (hereinafter referred to as "GRANT PROGRAM"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "GRANT PROGRAM" means Assembly Bill 209 Chapter 675, SECTION 1. Chapter 1.26 (commencing with Section 5090.75) Division 5 of the Public Resources Code, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "GRANTOR", "DEPARTMENT", or "STATE" means the California Department of Parks and Recreation.
4. The term "GRANTEE" means the recipient of GRANT MONIES as described in Section I of this CONTRACT.
5. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in the APPLICATION submitted pursuant to this grant.
6. The term "GUIDES" means (1) the document identified as the "Grant Administration Guide for the Outdoor Equity Grants Program" and (2) The Application Guide for the Outdoor Equity Grants Program.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the GRANT PROGRAM, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated on the cover and Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the SCOPE described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with all applicable current laws and regulations affecting projects, including, but not limited to, legal requirements for contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Procedural Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDES. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are ADVANCED for projects, the ADVANCED funds may be placed in an interest-bearing account until expended. Interest earned on the ADVANCED funds shall be used on the project as approved by the STATE. If grant monies are ADVANCED and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the grant performance period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make activities conducted pursuant to this CONTRACT available for inspection upon request by the STATE.

E. Insurance Requirements

1. *Coverage term:* Coverage shall be in force for the complete term of the CONTRACT. If insurance expires during the term of the grant performance period, a new certificate of insurance must be received by STATE at least ten (10) days prior to the expiration of the original insurance. Any new insurance policy must still comply with the original terms of the grant.
2. *Policy cancellation or termination and notice of non-renewal:* Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to STATE. In the event GRANTEE fails to always keep in effect the specified insurance coverage, STATE may, in addition to any other remedies it may have, terminate this CONTRACT upon the occurrence of such event, subject to the provisions of this CONTRACT.
3. *Deductible:* GRANTEE is responsible for payment of any deductible or self-insured retention requirement contained within their insurance policy.

4. *Primary clause:* Any required insurance shall be primary, and not excess or contributory, to any other insurance carried by the GRANTEE, or by any other entity, including the STATE.
5. *Insurance carrier required rating:* All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the GRANTEE is self-insured for a portion or all of the insurance coverage period required by this CONTRACT, prior review of financial information including a letter of credit may be required before such self-insurance will be approved by STATE.
6. *Endorsements:* Any endorsements required by STATE must be included with all requested certificates of insurance and shall not be substituted by referring to such coverage on the certificate of insurance.

All policies or letters of self-insurance must use the CG-2010-1185 form or equivalent and include the following clause:

"The California Department of Parks and Recreation, Office of Grants and Local Services and the State of California, its officers, agents, employees, and servants are named as additional insured."

In the case of the GRANTEE'S utilization of subcontractors to complete the SCOPE of work pursuant to this CONTRACT, the GRANTEE shall include all subcontractors as insureds under GRANTEE'S insurance, or shall supply evidence of insurance to STATE equal to policies, coverages, clauses, and limits required of GRANTEE by this CONTRACT.

Any proposed change in the required insurance coverage status stated herein shall be reported to STATE prior to the effective date of such change and may result in restrictions being imposed on the usage of the grant monies or equipment.

7. *Inadequate insurance:* Inadequate or lack of insurance does not negate the GRANTEE's obligations under the CONTRACT.
8. *Commercial general liability:* The GRANTEE shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The general liability coverage shall include coverage for all liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance coverage shall apply separately to each insured against whom claim is made or suit is brought subject to the GRANTEE'S limit of liability.
9. *Vehicle insurance:* In addition to general liability coverage required by Section H of this CONTRACT, the GRANTEE shall maintain the required insurance for all vehicles used in programs funded by grant money.
10. *Vehicle liability:* The GRANTEE shall maintain motor vehicle liability insurance coverage with limits required by State and Federal statute; but such limits shall not be less than \$1,000,000 combined single coverage limit per accident. Such insurance shall cover all liability and damages arising out of use of a motor vehicle for any purpose connected directly or indirectly with the CONTRACT, including owned, hired and non-owned motor vehicles.
11. *Workers' compensation and employer's liability:* The GRANTEE shall provide either (1) or (2) below:
 - (1.) The GRANTEE shall maintain statutory workers' compensation and employer's liability insurance coverage for all of its employees who will be engaged in the performance of the Agreement for the entire term of this CONTRACT. Employer's liability coverage limits

of \$1,000,000 are required. In addition, the GRANTEE shall forward a Waiver of Subrogation to STATE.

(2.) If paid employees are not used to carry out the activities covered by this CONTRACT, then the Exemption of Workers' Compensation must be submitted to STATE.

12. *Self-insurance*: If applicable, the GRANTEE shall provide evidence of self-insurance to STATE. STATE reserves the right to request any additional information, as determined by STATE, concerning the GRANTEE'S ability to adequately self-insure.

F. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDES, (b) any legislation applicable to the GRANT PROGRAM, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to a) Specific Performance; b) Return of all GRANT MONIES; and c) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that final payment may not be made until the work described in the GRANT SCOPE is complete.

G. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this CONTRACT with no liability occurring to the STATE or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph F, provision 2, of this CONTRACT.

H. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall 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 activities conducted described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California 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 GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered 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 a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents, and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

I. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this CONTRACT or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the administration of any activities conducted pursuant to this CONTRACT.

2. The GRANTEE shall not discriminate against any person based on residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All activities shall be open to members of the public generally, except as noted under the special provisions of this project CONTRACT or under provisions of the enabling legislation and/or grant program.

K. Severability

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

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of programs related to the GRANT SCOPE. The STATE's rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE's interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE's interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

**HABITAT CONSERVATION FUND PROGRAM
GRANT CONTRACT**

GRANTEE _____

GRANT PERFORMANCE PERIOD is from _____ through _____

CONTRACT PERFORMANCE PERIOD is from _____ through _____

PROJECT TITLE _____ PROJECT NUMBER _____

The grantee agrees to the terms and conditions of this contract, hereinafter referred to as agreement, and the State of California, acting by and through the California Department of Parks and Recreation, agrees to fund the total grant amount indicated below. The grantee agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE/cost estimate form of the APPLICATION submitted to the State of California.

GRANT SCOPE:

Total grant amount not to exceed \$ _____ OR 50% of the eligible project costs, whichever is less.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Grantee

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____
Typed or printed name of Authorized Representative

By _____

(Signature of Authorized Representative)
Title _____

Date _____

Date _____

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION	HABITAT CONSERVATION FUND PROGRAM		
ADJ. DECREASING ENCUMBRANCE \$		ITEM CALSTARS VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	PCA	OBJ. EXPEND	
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

GRANT CONTRACT

I. RECITALS

1. This agreement is entered into between the State of California, by and through the California Department of Parks and Recreation (hereinafter referred to as "STATE") and _____ (hereinafter referred to as "grantee").
2. The California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9, commencing with Section 2780 (the ACT) authorizes the STATE to award grants to eligible entities.
3. Pursuant to the California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9, commencing with Section 2780, the STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for this \$2,000,000 GRANT program was made available through the California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9 (commencing with Fish and Game Code § 2780).
4. The STATE hereby grants to grantee a sum (hereinafter referred to as "grant monies") not to exceed _____ Dollars (\$_____), subject to the terms and conditions of this agreement, the HCF Application GUIDES, any legislation applicable to the ACT and the APPLICATION.
5. In consideration thereof grantee agrees to abide by the terms and conditions of this agreement as well as the provisions of the ACT. Grantee acknowledges that the grant monies are not a gift or a donation.
6. In addition to the terms and conditions of this agreement, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this agreement.
 - a. The Grant Administration Guide
 - b. The APPLICATION GUIDE
 - c. The submitted APPLICATION

II. SPECIAL PROVISIONS

1. This agreement includes the following special provisions, when project circumstances warrant (by either party):

III. GENERAL PROVISIONS

A. Definitions

As used in this agreement, the following words shall have the following meanings:

1. The term "ACT" means the statutory basis for this grant program.
2. The term "APPLICATION" means the individual project APPLICATION packet for a grant pursuant to the enabling legislation and/or grant program process Grant Administration Guide requirements.
3. The term "ACQUISITION" means to obtain fee title of real property or a permanent easement which provides the recipient permanent rights to use the property for the purposes of the project. Leases or rentals do not constitute ACQUISITION.
4. The term "CONTRACT PERFORMANCE PERIOD" means the period of time described on page 1 of this agreement.
5. The term "DEVELOPMENT" (trails category only) means capital improvements to real property by, but not limited to, improvement, construction, reconstruction, and/or protection of permanent or fixed features of the property.
6. The term "ENHANCEMENT" means to increase the habitat value of the land to benefit the targeted species.
7. The term "GRANT PERFORMANCE PERIOD" means the period of time described on page 1 of this agreement, during which eligible costs can be charged to the grant and which begins on the appropriation date and ends on the fund liquidation date.
8. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE /cost estimate form found in the APPLICATION.
9. The term "GUIDES" means the documents identified as the APPLICATION and Grant Administration GUIDES for the Habitat Conservation Fund program for deer/mountain lion habitat, rare, endangered, threatened, or fully-protected species habitat, wetlands, anadromous salmonids and trout habitat, riparian habitat, trails, and WILDLIFE AREA ACTIVITIES, as incorporated by reference in Title 14, California Code of Regulations, Section 4870-4877.
10. The term "RESTORATION" means the act of bringing either land or a species back into a former, non-impaired condition.

11. The term "STATE" refers to the State of California acting by and through the Department of Parks and Recreation.
12. The term "WILDLIFE AREA ACTIVITIES" means an event, or series of events to be accomplished with grant funds, such as a nature interpretation, educational, or other enrichment project, (e.g., classes, trips, etc.), organized and/or conducted by the grantee, and intended to bring urban residents into park and wildlife areas.

B. Project Execution

1. Subject to the availability of grant monies in the ACT, the STATE hereby grants to the grantee a sum of money not to exceed the amount stated on page 1 of this agreement, in consideration of, and on condition that, the sum be expended in carrying out the purposes set forth in the GRANT SCOPE, and under the terms and conditions set forth in this agreement.

The grantee shall assume the obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE.

2. After the STATE has approved the APPLICATION, all changes and alterations to the GRANT SCOPE must be approved in writing by the STATE. Grantee's failure to comply with this provision may be construed as a breach of the terms of the agreement and result in the termination of payment of the grant monies provided for in this agreement.

To maintain the integrity of the competitive grant program, the grantee agrees that any other project changes or alterations which deviate from the GRANT SCOPE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The grantee shall complete the GRANT SCOPE in accordance with the time of the GRANT PERFORMANCE PERIOD set forth on page one of this agreement, and under the terms and conditions of this agreement.
4. The grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.).
5. The grantee shall at all times comply with all applicable current laws and regulations affecting ACQUISITION, ENHANCEMENT, RESTORATION, DEVELOPMENT, AND WILDLIFE AREA ACTIVITIES 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, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and the California Unruh Act (California Civil Code §51 et seq.)

6. If the GRANT SCOPE includes ACQUISITION of real property, the grantee agrees to comply at all times with all applicable STATE and local laws or ordinances affecting relocation and real property ACQUISITION.
7. Grantee agrees that lands acquired with grant monies shall not be acquired through the use of eminent domain.

C. Project Costs

1. Grantee agrees to abide by the GUIDES.
2. Grantee acknowledges that the STATE may make reasonable changes to its procedures as set forth in the GUIDES. If the STATE makes any changes to its procedures and guidelines, the STATE agrees to notify grantee within a reasonable time.

D. Project Administration

1. If the STATE advances grant monies for ACQUISITION projects, the STATE shall place the grant monies in an escrow account. If grant monies are advanced and not expended, the unused portion of the advanced funds shall be returned to the STATE within 60 days after the close of escrow.
2. If grant monies are advanced for an ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project, the advanced funds shall be placed in an interest-bearing account until expended. Advanced funds must be spent within six months from the date of receipt, unless the STATE waives this requirement. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the advance and any unused interest earned shall be returned to the STATE within 60 days after project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier.
3. The grantee shall submit a written status report within 30 calendar days after the STATE has made such a request. In any event, the grantee shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified on page one of this agreement.
4. The STATE shall have the right to inspect all property or facilities acquired and/or developed pursuant to this agreement and the grantee shall make such property or facilities available for inspection upon 24 hours' notice from the STATE.

5. The grantee and the STATE agree that if the GRANT SCOPE includes ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project activities, final payment may not be made until the work described in the GRANT SCOPE is complete.
6. Any grant funds that have not been expended by the grantee by the date on the PROJECT COMPLETION Certification form, or by end of the GRANT PERFORMANCE PERIOD, whichever is earlier, shall revert to the STATE.

E. Project Termination

1. In the event of non-completion of a GRANT SCOPE, the STATE may request the return of any grant funds advanced or reimbursed.
2. This agreement may be rescinded, modified or amended only by mutual written agreement between the grantee and the STATE, unless the provisions of this agreement provide that mutual agreement is not required for a rescission, modification or amendment.
3. Failure by the grantee to comply with the terms of this agreement, as well as any other agreements that grantee has entered into with STATE, may be cause for suspension of all obligations of the STATE under this agreement unless the STATE determines that such failure was due to no fault of the grantee. In such case, STATE may reimburse grantee for eligible costs properly incurred in performance of this agreement despite non-performance of the grantee. To qualify for such reimbursement, grantee agrees to mitigate its losses to the best of its ability.
4. The grantee agrees that in the event of a breach of this agreement, the STATE may seek, in addition to all remedies provide by law, specific performance of the agreement in accordance with the purpose of the agreement to preserve, protect and increase the quantity and quality of habitat opportunities and/or resources available to the people of the State of California.

F. Budget Contingency Clause

For purposes of this program, if funding for any fiscal year is reduced or deleted by the budget act, executive order, the legislature, or by any other provision of statute, the STATE shall have the option to either cancel this agreement with no liability occurring to the STATE, or offer an amendment to the agreement to reflect a reduced grant amount. This paragraph shall not require the mutual agreement as addressed in Paragraph E, subsection 2, of this agreement.

G. Indemnity

1. The grantee shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement, except valid legal claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. To the fullest extent of the law, the grantee shall 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 an ACQUISITION, ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The grantee agrees that in the event the STATE is named as codefendant under the provisions of California 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. The grantee and the STATE agree that in the event of judgment entered 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.
5. The grantee shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the grantee has certified. The grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The grantee shall maintain satisfactory financial accounts, documents and records for the project and make them available to the STATE for auditing at reasonable times. The grantee also agrees to retain such financial accounts, documents and records for at least five years following project termination or final payment, whichever is later.

2. The grantee shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of grant monies, (b) the total cost of the project, (c) the amount and nature of project funds provided by other sources, and (d) any other records that will facilitate an effective audit of the grant monies.
3. The grantee agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this agreement or matters related thereto during regular office hours. The grantee shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement. Such accounts, documents, and records shall be retained by the GRANTEE for at least 5 years following final payment of grant monies.
4. The grantee shall use a generally accepted accounting system, per state and federal requirements.

I. Use of Facilities

1. The grantee agrees to operate and maintain project sites and/or locations for the duration of the CONTRACT PERFORMANCE PERIOD. If any property is acquired, enhanced, restored, or developed with grant monies, the grantee is required to operate and maintain the same for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The grantee agrees that during the GRANT PERFORMANCE PERIOD, any income earned by the grantee from a STATE-approved use of the project shall be used for project purposes, or, if approved by the STATE, for other purposes within the grantee's jurisdiction.
3. The grantee acknowledges that reasonable public access shall be provided except when that access may interfere with habitat protection.
4. All facilities shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the STATE and except as noted under the special provisions of this agreement or under provisions of the enabling legislation and/or grant program.
5. The grantee agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any property acquired, enhanced, restored or developed with grant monies under this agreement shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the STATE.

6. The grantee agrees to use any property acquired, enhanced, restored, or developed with grant monies under this agreement only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the property shall be replaced by the grantee with property of equivalent value and usefulness as determined by the STATE.
7. The property acquired, enhanced, restored, or developed with grant monies may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this agreement and with written approval of the STATE.
8. Any real property acquired or developed with grant monies (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant monies were awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE's rights to enforce performance under this agreement.
9. All real property or rights thereto, acquired with grant monies shall be subject to an appropriate form of restrictive title, rights, or covenants required and approved by the STATE. If the project property is taken by use of eminent domain, grantee shall reimburse the STATE an amount at least equal to the amount of grant monies received from the STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
10. If eminent domain proceedings are initiated against grantee, grantee shall notify the STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The grantee shall not discriminate against any person on the basis of sex, race, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status in the use of project site(s) as included in the APPLICATION.
2. The grantee shall not discriminate against any person on the basis of residence, and shall not apply differences in admission or other fees on the basis of residence. Fees shall be reasonable and not unduly prevent use by economically disadvantaged members of the public.

K. Severability

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

L. Liability

STATE assumes no responsibility for assuring the safety of construction, site improvements or programs related to the GRANT SCOPE. The STATE's rights under this agreement to review, inspect, and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

M. Assignability

Without the written consent of the STATE, the grantee's interest in and responsibilities under this agreement shall not be assignable by the grantee either in whole or in part.

N. Section Headings

The headings and captions of the various sections of this agreement have been inserted only for the purpose of convenience and are not a part of this agreement and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this agreement.

O. Waiver

Any failure by a party to enforce its rights under this agreement, in the event of a breach, shall *not* be construed as a waiver of said rights; and waiver of any breach under this agreement shall *not* be construed as a waiver of any subsequent breach.

Grantee

By: _____
Signature of Authorized Representative (Position Authorized in the Resolution)

Title: _____

Date: _____



Date: October 16th, 2023
To: Board of Supervisors
From: Hans Kernkamp
Via: Bryce McManigal Buyer II 951-486-3332
Subject: Sole Source Procurement; Two (2) Spartan Rolloff Peterbilt 548 6x4

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested: One Source Custom Trucks**

2. **Vendor ID: 000026235**

3. Single Source Sole Source

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** *(If yes, please provide the approved sole or single source number).*

Yes No

SSJ#

4a. **Was the request approved for a different project?**

Yes No

5. **Supply/Service being requested: Two (2) Peterbilt 548 6x4 roll off trucks**



6. **Unique features of the supply/service being requested from this supplier.**
 This vendor currently has two (2) available Peterbilt 548 6x4 roll off trucks. These trucks became available due to a cancellation from another customer. These trucks would not be otherwise be available for ordering due to manufacturing build limits, supply chain issues, and high-volume requests.

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**
 This equipment is able to be purchased off the lot and is ready to be put into immediate service at various landfill sites allowing for greater operational efficiency in moving tonnage collected at residential disposal area to the landfill. Per CARB rules and California PRC § 25722.5, 25722.11 & 257245, the Department of General Services requires that starting on the 24/25 FY 50% of light duty trucks must be zero emission vehicles (ZEV) and 15% of Med/HD must be ZEV. Purchasing two heavy duty diesel powered trucks now will allow time for market to develop technology for electric vehicles to meet the demands of needs of harsh construction environments and infrastructure development that will better suit department operations once available.

8. **Period of Performance:** 10/16/2023
 (total number of years)

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)


9. **Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.**



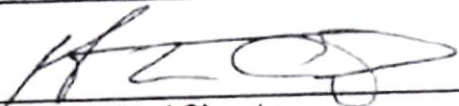
Description:	FY23/24
Individual unit	\$236,461.00
Two (2) Peterbilt 548 6x4 Roll Off Trucks	\$472,922.00
Tax: 7.75%	\$36,651.46
Total Costs	\$509,573.46

10. Price Reasonableness: The two available roll off trucks are priced lower than the previously purchased roll off trucks.
 WMARC-346: \$253,518.77 (pretax)
 WMARC-334 \$238,934.81 (pretax)

11. Projected Board of Supervisor Date (if applicable): 11/7/2023


 Department PCS Signature Derek Price-Nolen 10/19/2023
Print Name Date

Notes:


 Department Head Signature HANS KERNKAMP 10/19/23
Print Name Date
(or designee)

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve
 Approve with Condition/s
 Disapprove

Condition/s:
 Approved; with cost not to exceed FY limitations noted above.



Not to exceed:

One-time \$ _____

Annual Amount
(If Annual Amount Varies each FY)

Meghan Hahn
Purchasing Agent

10/19/23

Date

24-098

Approval Number
(Reference on Purchasing Documents)



Date: 11/1/2023
To: Board of Supervisors
From: Hans Kernkamp
Via: Bryce McManigal Buyer II 951-486-3332
Subject: Sole Source Procurement; One (1) Freightliner Load King 6x4

The below information is provided in support of my Department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. **Supplier being requested: One Source Custom Trucks**

2. **Vendor ID: 0000262635**

3. Single Source Sole Source

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** (*If yes, please provide the approved sole or single source number.*)

Yes No

SSJ# 24-098

4a. **Was the request approved for a different project?**

Yes No

5. **Supply/Service being requested: One (1) Freightliner Load King 6x4 Dump Truck**

6. Unique features of the supply/service being requested from this supplier.
This vendor currently has one (1) Freightliner Load King 6x4 16cubic yard Dump Truck. This truck became available due to a cancellation from another customer. This truck would not be otherwise available until 3rd quarter of 2024 due to supply chain issues, technological restrictions, manufacturing build limits, and high-volume requests.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county: This unit is currently available to purchased off the lot and can be put into immediate service. The vendor has completed all pre-delivery inspection (PDI) checks. For trucks built in 2024 and onward, manufactures and suppliers are encountering barriers to build units that comply with CARB regulations and California PRC § 25722.5, 25722.11 & 257245 while also fulfilling the demands of HD equipment in harsh construction and infrastructure development sites. This available unit will replace the existing 2002 2-ton Freightliner dump truck (#02-441) assigned to the post closure section of the department. The existing unit will be proposed for replacement next fiscal year but due to that being a 2024 model, obstacles that manufactures are facing to implement compliant HD electric vehicles could delay the replacement of #02-441.

8. Period of Performance: 11/1/2023
(total number of years)

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)



Description:	FY23/24
One (1) Freightliner Load King 6x4	\$214,859.00
Tax (7.75%)	\$16,651.57
Total Costs	\$231,510.57

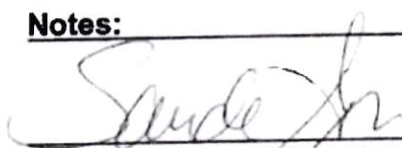
Note: Insert additional rows as needed

10. Price Reasonableness: The pricing of this available new dump truck is priced to the market average. For comparison, this unit is slightly above the average cost of similar used units, which have greater than 150,000 miles, and that are 2021 model years and before.

11. Projected Board of Supervisor Date (if applicable): 11/28/2023

 Derek Price-Nolen 11/14/23
 Department PCS Signature Print Name Date

Notes:

 Sandra Green 11-14-23
 Department Head Signature Print Name Date
 (or designee)

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:



Not to exceed:

One-time \$ 231,510.57

Annual Amount
(If Annual Amount Varies each FY)

Meghan Hahn
Purchasing Agent

11/16/23
Date

24-122
Approval Number
(Reference on Purchasing Documents)