

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



ITEM: 3.12  
(ID # 26490)

**MEETING DATE:**  
Tuesday, January 07, 2025

**FROM :** SHERIFF-CORONER-PA

**SUBJECT:** SHERIFF-CORONER -PA: Ratify and Approve Project Agreement Numbers G24-03-14-L01, G24-03-14-L02, G24-03-14-L03, and G24-03-14-L04 with the State of California for Off-Highway Motor Vehicle Enforcement Program, Administered by the California Department of Parks and Recreation, Off-Highway Vehicle Recreation Division, All Districts. [\$232,325 - 75% State Funds, 25% Sheriff's Office Budget]; 4/5 Vote Required

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

1. Ratify and approve Project Agreement Numbers G24-03-14-L01, G24-03-14-L02, G24-03-14-L03, and G24-03-14-L04 (Agreements), with the California Department of Parks and Recreation (CDPR), Off-Highway Motor Vehicle (OHV) Enforcement Program, accepting grant amounts in the aggregate amount of \$174,244 for a performance period commencing January 1, 2025 through December 31, 2025;
2. Authorize the Sheriff, Undersheriff, Assistant Sheriff, Chief Deputy Sheriff, Deputy Director Sheriff's Administrative Services, or Administrative Services Manager to execute the Agreements and any related grant documents, including but not limited to, modifications, amendments, extensions, progress reports, and reimbursement requests with the CDPR, as approved as to form by County Counsel, on behalf of the County; and
3. Approve and direct the Auditor-Controller to make the budget adjustments on the attached schedule A.

\_\_\_\_\_  
Donald Sharp, Undersheriff

\_\_\_\_\_  
Date

**ACTION:4/5 Vote Required**

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Medina, Spiegel, Perez and Gutierrez  
Nays: None  
Absent: Washington  
Date: January 7, 2025  
xc: Sheriff

Kimberly A. Rector  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 232,325	\$ 0	\$ 232,325	\$ 0
<b>NET COUNTY COST</b>	\$ 58,081	\$ 0	\$ 58,081	\$ 0
<b>SOURCE OF FUNDS: 75% State Funds, 25% General Fund</b>			<b>Budget Adjustment:</b>	Yes
			<b>For Fiscal Year:</b>	24/25

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

**BR#: 25-040**

**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 Off-Highway Motor Vehicle Act of 2003 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 8, 2024, CDPR began accepting applications for OHV funding this fiscal year, providing financial assistance to cities, counties, districts, federal agencies, state agencies, educational institutions, federally or state recognized Native American Tribes, Certified Community Conservation Corps, and nonprofit entities. On March 4, 2024, 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 October 3, 2024, 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 OHV safety and education through citizen contacts, warnings, and citations. RSO will use the grant funds to implement the OHV Program and will be administered by Riverside County Sheriff's Office Off-Highway Vehicle Enforcement (ROVE) (\$70,799), the Sheriff's Hemet Station (\$37,377), the Sheriff's Lake Mathews Station (\$81,492), and the Sheriff's Thermal Station (\$42,657).

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



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

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 22<sup>nd</sup> year of funding for this program. The OHV Grant Program focus is to enforce laws concerning illegal off-highway driving, dumping, driving under the influence and environmental destruction, minimizing impact to the County General Fund.

**Additional Fiscal Information**

Of the total \$232,325, state grant funds in the amount of \$174,244 will be used by the RSO to supplement overtime, employee benefits, and equipment. RSO's \$58,081 local match contribution is already included in the existing budget; however, RSO requests a FY 24-25 budget adjustment of \$174,244 to increase revenue and appropriations to align the budget with the projected revenue for this grant award.

**ATTACHMENTS:**

1. G24-03-14-L01 Project Agreement
2. G24-03-14-L02 Project Agreement
3. G24-03-14-L03 Project Agreement
4. G24-03-14-L04 Project Agreement
5. Schedule A: Budget Adjustment

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

SCHEDULE A.  
FY 24-25

**Increase Appropriations:**

10000-2500300000-510420	Overtime	\$157,564
10000-2500300000-518080	Other Budgeted Benefits	\$11,337
10000-2500300000-521500	Maint-Motor Vehicles	<u>\$5,343</u>
<b>Total Increase in Estimated Appropriations</b>		<b>\$174,244</b>

**Increase Estimated Revenues:**

10000-2500300000-755190	CA-Off Highway Veh Park & Rec	<u>\$174,244</u>
<b>Total Increase in Estimated Revenues</b>		<b>\$174,244</b>

  
Rebecca S Cortez, Principal Management Analyst 12/30/2024

  
Aaron Gettis, Chief of Deputy County Counsel 12/17/2024



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 1<sup>st</sup> 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

11.28.2023 3.37

FORM APPROVED COUNTY COUNSEL  
BY: AMRITT 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  
15  
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  
24



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

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

**PROJECT AGREEMENT**

PROJECT AGREEMENT NUMBER: G24-03-14-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Riverside County Sheriff's Department

PROJECT TITLE: Law Enforcement - ROVE

PROJECT PERFORMANCE PERIOD: FROM 01/01/2025 THROUGH 12/31/2025

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$53,099.00** (Fifty Three Thousand Ninety 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

FORM APPROVED COUNTY COUNSEL  
 BY AMRN P. PHILLON  
 12/10/2024  
 DATE

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: <small>DocuSigned by:</small> <i>David Lelevier</i>	AUTHORIZED SIGNATURE: <small>DocuSigned by:</small> <i>Jennifer Grady</i>
AUTHORIZED NAME: David Lelevier	AUTHORIZED NAME: Jennifer Grady
TITLE: Asst Sheriff	TITLE: Grants Manager
DATE: 11/7/2024	DATE: 11/7/2024

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

CONTRACT NUMBER: C32-36-103		SUPPLIER ID NUMBER: 0000007122		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62686	CHARGE AMOUNT: 53,099.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 22	ENY/STATUTE 2024	FISCAL YEAR: 2024/2025

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 - 2024  
Agency: Riverside County Sheriff's Department  
Application: Law Enforcement - ROVE**

<b>APPLICANT NAME :</b>	Riverside County Sheriff's Department		
<b>PROJECT TITLE :</b>	Law Enforcement - ROVE	<b>PROJECT NUMBER (Division use only) :</b>	G24-03-14-L01
<b>PROJECT TYPE :</b>	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
<b>PROJECT DESCRIPTION :</b>	<p>The Project is to provide Law Enforcement activities related to Off-Highway Vehicle (OHV) Recreation and motorized access to non-motorized recreation. Project activities will occur within the area(s) listed under "Item 1" and "Item 2" in the Law Enforcement Needs section of the Agency's Application, as per section 4970.12(f)(1) of the Program Regulations and within the jurisdiction of Riverside County Sheriff's Department and will include nine of the county's twelve sheriff stations, excluding the Hemet, Lake Mathews, and Thermal stations.</p> <p>These activities may include but are not limited to law enforcement patrols, installation of regulatory and educational signs, placement of barriers, creation of maps, search and rescue, and educational outreach about safety, protecting the environment, and respecting private property.</p> <p>The Project may also provide for the purchase of Equipment, materials, and supplies as outlined in the Project Cost Estimate.</p> <p>Additionally, the Grantee must provide a minimum of twenty-five (25) percent of the total Project cost in matching funds.</p>		

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
<b>1</b>	<b>Staff</b>					
1. Staff-Sheriff's Sergeant Notes : Sergeant – Supervises OHV enforcement and education programs.  The rate shown is an hourly base/straight time rate plus benefits. The QTY represents	22.5000	139.830	HRS	3,146.00	0.00	3,146.00



ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement - ROVE

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>one Sheriff's Sergeant for one calendar year.</p> <p>The Riverside County 2023/2024 base/straight rate for a Sergeant is \$139.83. The 2024 salary totals reflect higher amounts than those reported in past applications. The rates are based on wage and benefits negotiated 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. The Corporal also conducts enforcement and education.</p> <p>The rate shown is an hourly base/straight time rate plus benefits. The QTY represents</p>	22.5000	107.200	HRS	2,412.00	0.00	2,412.00



**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement - ROVE**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>one Sheriff's Corporal for one calendar year.</p> <p>The Riverside County 2023/2024 base/straight rate for a Corporal is \$107.20. 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 - Conducts enforcement and education.</p> <p>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 2023/2024 base/straight rate for a Deputy Sheriff is \$106.53. The 2024 salary totals reflect higher than those reported in past applications. The rates are based on wage and benefits negotiated</p>	<p>113.980</p> <p>0</p>	<p>106.530</p>	<p>HRS</p>	<p>12,142.00</p>	<p>0.00</p>	<p>12,142.00</p>

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement - ROVE

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
between Riverside County and the Riverside Sheriff Association Union (RSA).						
4. Staff-Sheriff's Sergeant Notes : Sergeant – Supervises OHV enforcement and education programs.  The rate shown is an hourly overtime (time and a half) rate plus benefits. The QTY represents one Sheriff's Sergeant.  The Riverside County 2023/2024 overtime rate for a Sergeant is \$128.41. The 2024 salary totals reflect higher amounts than those reported in past applications. The rates are based on wage and benefits negotiated between Riverside County and the Law Enforcement Management Unit (LEMU).	75.0000	128.410	HRS	9,631.00	9,631.00	0.00
5. Staff-Sheriff's Corporal	75.0000	102.440	HRS	7,683.00	7,683.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement - ROVE

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>Notes : Corporal - Supervises OHV enforcement and education programs in the absence of a Sergeant. The Corporal also conducts enforcement and education.</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 2023/2024 overtime rate for a Corporal is \$102.44. The rates are based on wage and benefits negotiated between Riverside County and the Riverside Sheriff Association Union (RSA).</p>						
<p>6. Staff-Deputy Sheriff</p> <p>Notes : Deputy Sheriff - Conducts enforcement and education.</p> <p>The rate shown is an hourly overtime (time and a half) rate plus</p>	371.950 0	96.210	HRS	35,785.00	35,785.00	0.00



**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement - ROVE**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
benefits. The QTY represents five Deputy Sheriff's.  The Riverside County 2023/2024 overtime rate for a Deputy Sheriff is \$96.21. The rates are based on wage and benefits negotiated between Riverside County and the Riverside Sheriff Association Union (RSA).						
<b>Total for Staff</b>				70,799.00	53,099.00	17,700.00
<b>2 Contracts</b>						
<b>3 Materials / Supplies</b>						
<b>4 Equipment Use Expenses</b>						
<b>5 Equipment Purchases</b>						
<b>6 Others</b>						
<b>Total Program Expenses</b>				70,799.00	53,099.00	17,700.00
<b>TOTAL DIRECT EXPENSES</b>				70,799.00	53,099.00	17,700.00
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
<b>1 Indirect Costs</b>						
<b>Total Indirect Costs</b>				0.00	0.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>				0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>				<b>70,799.00</b>	<b>53,099.00</b>	<b>17,700.00</b>

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
Agency: Riverside County Sheriff's Department  
Application: Law Enforcement - ROVE**

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<b>TOTAL PROJECT AWARD</b>	<b>53,099.00</b>	
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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.

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

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

**PROJECT AGREEMENT**

PROJECT AGREEMENT NUMBER: G24-03-14-L02 PROJECT TYPE: Law Enforcement

GRANTEE: Riverside County Sheriff's Department

PROJECT TITLE: Law Enforcement - Hemet Station

PROJECT PERFORMANCE PERIOD: FROM 01/01/2025 THROUGH 12/31/2025

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$28,033.00 (Twenty Eight Thousand Thirty Three and 00/100)

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

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

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

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

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: <small>DocuSigned by:</small> <i>David Lelevier</i> <small>6276C071886148E</small>	AUTHORIZED SIGNATURE: <small>DocuSigned by:</small> <i>Jennifer Grady</i> <small>8B110C80A20413B</small>
AUTHORIZED NAME: David Lelevier	AUTHORIZED NAME: Jennifer Grady
TITLE: Asst Sheriff	TITLE: Grants Manager
DATE: 11/7/2024	DATE: 11/7/2024

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

CONTRACT NUMBER: C32-36-104		SUPPLIER ID NUMBER: 0000007122		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62686	CHARGE AMOUNT: 28,033.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 22	ENY/STATUTE 2024	FISCAL YEAR: 2024/2025

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 AMANTE D HILLON  
 12/10/2024  
 DATE



**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
Agency: Riverside County Sheriff's Department  
Application: Law Enforcement - Hemet Station**

<b>APPLICANT NAME :</b>	Riverside County Sheriff's Department		
<b>PROJECT TITLE :</b>	Law Enforcement - Hemet Station	<b>PROJECT NUMBER (Division use only) :</b>	G24-03-14-L02
<b>PROJECT TYPE :</b>	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
<b>PROJECT DESCRIPTION :</b>	<p>The Project is to provide Law Enforcement activities related to Off-Highway Vehicle (OHV) Recreation and motorized access to non-motorized recreation. Project activities will occur within the area(s) listed under "Item 1" and "Item 2" in the Law Enforcement Needs section of the Agency's Application, as per section 4970.12(f)(1) of the Program Regulations and within the jurisdiction of Riverside County Sheriff's Office, Hemet's Station.</p> <p>These activities may include but are not limited to law enforcement patrols, installation of regulatory and educational signs, placement of barriers, creation of maps, search and rescue, and educational outreach about safety, protecting the environment, and respecting private property.</p> <p>The Project may also provide for the purchase of Equipment, materials, and supplies as outlined in the Project Cost Estimate.</p> <p>Additionally, the Grantee must provide a minimum of twenty-five (25) percent of the total Project cost in matching funds.</p>		

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
<b>1 Staff</b>						
1. Staff-Sheriff's Sergeant Notes : Sergeant supervises OHV enforcement and education programs.  The rate shown is an hourly base/straight time rate plus benefits. The QTY represents one Sheriff's Sergeant	66.8300	139.830	HRS	9,345.00	0.00	9,345.00



ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement - Hemet Station

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>for one calendar year.</p> <p>The Riverside County 2023/2024 base straight rate for a Sergeant is \$139.83. The 2024 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-Sheriff's Sergeant</p> <p>Notes : Sergeant supervises OHV enforcement and education programs.</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 2023/2024 overtime rate for a Sergeant is \$128.41. The 2024</p>	81.9200	128.410	HRS	10,519.00	10,519.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement - Hemet Station

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>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-Sheriff's Corporal                      Notes : Corporal supervises OHV enforcement and education programs in the absence of a Sergeant.</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 2023/2024 overtime rate for a Corporal is \$102.44. The rates are based on wage and benefits negotiated between Riverside County and the</p>	68.4600	102.440	HRS	7,013.00	7,013.00	0.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement - Hemet Station**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Riverside Sheriff's Association Union (RSA).						
4. Staff-Deputy Sheriff Notes : Deputy Sheriff conducts enforcement and education.  The rate shown is an hourly overtime (time and a half) rate plus benefits. The QTY represents five Deputy Sheriff's.  The Riverside County 2023/2024 overtime rate for a Deputy Sheriff is \$96.21. The 2024 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.	109.150 0	96.210	HRS	10,501.00	10,501.00	0.00
<b>Total for Staff</b>				37,378.00	28,033.00	9,345.00
<b>2 Contracts</b>						
<b>3 Materials / Supplies</b>						
<b>4 Equipment Use Expenses</b>						

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement - Hemet Station**

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match	
	<b>5 Equipment Purchases</b>							
	<b>6 Others</b>							
	<b>Total Program Expenses</b>					37,378.00	28,033.00	9,345.00
	<b>TOTAL DIRECT EXPENSES</b>					37,378.00	28,033.00	9,345.00
	<b>INDIRECT EXPENSES</b>							
	<b>Indirect Costs</b>							
	<b>1 Indirect Costs</b>							
	<b>Total Indirect Costs</b>					0.00	0.00	0.00
	<b>TOTAL INDIRECT EXPENSES</b>					0.00	0.00	0.00
	<b>TOTAL EXPENDITURES</b>					<b>37,378.00</b>	<b>28,033.00</b>	<b>9,345.00</b>

<b>TOTAL PROJECT AWARD</b>		<b>28,033.00</b>					
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## **Project Agreement General Provisions (Nonfederal Applicants Only)**

### A. Definitions

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

### B. Project Execution

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

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

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

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

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



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

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

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

#### C. Project Costs

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

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

#### D. Project Administration

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

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

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

6. Equipment must be used solely for OHV-related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes, and that portion is not part of the total project cost.
- E. Project Termination
1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement this Agreement may be rescinded, modified or amended by mutual agreement in writing.
  2. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder and reimbursement to the State of any Grant moneys already provided to the Grantee. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate or remedy.
  3. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this Agreement is the operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement.
  4. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this Agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this Agreement.
- F. Hold Harmless
1. The Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents and employees.
  2. The Grantee shall protect, indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of the State, its officers, or employees.
  3. In the event the State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
  4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.



G. Financial Records

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

H. Use of Facilities

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

I. Nondiscrimination

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

J. Application Incorporation

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

K. Severability

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

L. Governing Law

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

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

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

**PROJECT AGREEMENT**

PROJECT AGREEMENT NUMBER: G24-03-14-L03      PROJECT TYPE: Law Enforcement

GRANTEE: Riverside County Sheriff's Department

PROJECT TITLE: Law Enforcement - Thermal Station

PROJECT PERFORMANCE PERIOD: FROM 01/01/2025 THROUGH 12/31/2025

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$31,993.00 (Thirty One Thousand Nine Hundred Ninety Three and 00/100)

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

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

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

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

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: <small>DocuSigned by:</small> <i>David Lelevier</i> <small>6275F07188E148E</small>	AUTHORIZED SIGNATURE: <small>DocuSigned by:</small> <i>Jennifer Grady</i> <small>5B118C98AF0413B</small>
AUTHORIZED NAME: David Lelevier	AUTHORIZED NAME: Jennifer Grady
TITLE: Asst Sheriff	TITLE: Grants Manager
DATE: 11/7/2024	DATE: 11/7/2024

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

CONTRACT NUMBER: C32-36-105		SUPPLIER ID NUMBER: 0000007122		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62686	CHARGE AMOUNT: 31,993.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 22	ENY/STATUTE 2024	FISCAL YEAR: 2024/2025

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 AMY T P DHILLON 12/10/2024 DATE



**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
Agency: Riverside County Sheriff's Department  
Application: Law Enforcement - Thermal Station**

<b>APPLICANT NAME :</b>	Riverside County Sheriff's Department		
<b>PROJECT TITLE :</b>	Law Enforcement - Thermal Station	<b>PROJECT NUMBER (Division use only) :</b>	G24-03-14-L03
<b>PROJECT TYPE :</b>	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
<b>PROJECT DESCRIPTION :</b>	<p>The Project is to provide Law Enforcement activities related to Off-Highway Vehicle (OHV) Recreation and motorized access to non-motorized recreation. Project activities will occur within the area(s) listed under "Item 1" and "Item 2" in the Law Enforcement Needs section of the Agency's Application, as per section 4970.12(f)(1) of the Program Regulations and within the jurisdiction of Riverside County Sheriff's Office, Thermal Station.</p> <p>These activities may include but are not limited to law enforcement patrols, installation of regulatory and educational signs, placement of barriers, creation of maps, search and rescue, and educational outreach about safety, protecting the environment, and respecting private property.</p> <p>The Project may also provide for the purchase of Equipment, materials, and supplies as outlined in the Project Cost Estimate.</p> <p>Additionally, the Grantee must provide a minimum of twenty-five (25) percent of the total Project cost in matching funds.</p>		

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
<b>1 Staff</b>						
1. Staff-Sergeant Notes : The Sergeant supervises OHV enforcement and education programs.  The rate shown is an hourly base/straight time rate plus benefits. The QTY represents one Sheriff's Sergeant for one calendar year.	76.2700	139.830	HRS	10,665.00	0.00	10,665.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement - Thermal Station

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>The Riverside County 2023/2024 base/straight rate for a Sergeant is \$139.83. The 2024 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 : The Sergeant supervises OHV enforcement and education programs.</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 2023/2024 overtime rate for a Sergeant is \$128.41. The 2024 salary totals reflect higher amounts than</p>	63.0000	128.410	HRS	8,090.00	8,090.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement - Thermal Station

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
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.						
3. Staff-Corporal Notes : The Corporal supervises OHV enforcement and education programs in the absence of a Sergeant. The Corporal also conducts enforcement and education.  The rate shown is an hourly overtime (time and a half) rate plus benefits. The QTY represents one Sheriff's Corporal.  The Riverside County 2023/2024 overtime rate for a Corporal is \$102.44. The rates are based on wage and benefits negotiated between Riverside County and the	63.0000	102.440	HRS	6,454.00	6,454.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement - Thermal Station

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Riverside Sheriff's Association Union (RSA).						
4. Staff-Deputy Sheriff Notes : The Deputy Sheriff conducts enforcement and education.  The rate shown is an hourly overtime (time and a half) rate plus benefits. The QTY represents two Deputy Sheriffs.  The Riverside County 2023/2024 overtime rate for a Deputy is \$96.21. The 2024 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 (RSA) and a slightly higher benefit rate.	125.830 0	96.210	HRS	12,106.00	12,106.00	0.00
<b>Total for Staff</b>				37,315.00	26,650.00	10,665.00
<b>2 Contracts</b>						
<b>3 Materials / Supplies</b>						



ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement - Thermal Station

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<b>4 Equipment Use Expenses</b>						
<b>5 Equipment Purchases</b>						
<b>6 Others</b>						
1. Trailer 7x14 Notes : 7x14 trailer will be used to transport one OHV, currently in inventory, during operational deployments. The trailer will be used 100% of the time for OHV operations.	1.0000	5343.000	EA	5,343.00	5,343.00	0.00
<b>Total Program Expenses</b>				42,658.00	31,993.00	10,665.00
<b>TOTAL DIRECT EXPENSES</b>				42,658.00	31,993.00	10,665.00
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
<b>1 Indirect Costs</b>						
<b>Total Indirect Costs</b>				0.00	0.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>				0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>				<b>42,658.00</b>	<b>31,993.00</b>	<b>10,665.00</b>
<b>TOTAL PROJECT AWARD</b>				<b>31,993.00</b>		

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

### **A. Definitions**

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

### **B. Project Execution**

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

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

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

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

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

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

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

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

#### C. Project Costs

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

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

#### D. Project Administration

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

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

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



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

E. Project Termination

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

F. Hold Harmless

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

G. Financial Records

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

H. Use of Facilities

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

I. Nondiscrimination

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

J. Application Incorporation

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

K. Severability

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

L. Governing Law

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



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

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

**PROJECT AGREEMENT**

PROJECT AGREEMENT NUMBER: G24-03-14-L04 PROJECT TYPE: Law Enforcement

GRANTEE: Riverside County Sheriff's Department

PROJECT TITLE: Law Enforcement - Lake Mathews Station

PROJECT PERFORMANCE PERIOD: FROM 01/01/2025 THROUGH 12/31/2025

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$61,119.00 (Sixty One Thousand One 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

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: <small>DocuSigned by:</small> <i>David Lelexier</i>	AUTHORIZED SIGNATURE: <small>DocuSigned by:</small> <i>Jennifer Grady</i>
AUTHORIZED NAME: <small>37900550</small>	AUTHORIZED NAME: Jennifer Grady <small>58116C88AF0443B</small>
TITLE: Asst Sheriff	TITLE: Grants Manager
DATE: 11/7/2024	DATE: 11/7/2024

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

CONTRACT NUMBER: C32-36-106		SUPPLIER ID NUMBER: 0000007122		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62686	CHARGE AMOUNT: 61,119.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 22	ENY/STATUTE 2024	FISCAL YEAR: 2024/2025

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 AMY P. DHILLON  
 12/10/2024  
 DATE



**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
Agency: Riverside County Sheriff's Department  
Application: Law Enforcement - Lake Mathews Station**

<b>APPLICANT NAME :</b>	Riverside County Sheriff's Department		
<b>PROJECT TITLE :</b>	Law Enforcement - Lake Mathews Station	<b>PROJECT NUMBER (Division use only) :</b>	G24-03-14-L04
<b>PROJECT TYPE :</b>	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
<b>PROJECT DESCRIPTION :</b>	<p>The Project is to provide Law Enforcement activities related to Off-Highway Vehicle (OHV) Recreation and motorized access to non-motorized recreation. Project activities will occur within the area(s) listed under "Item 1" and "Item 2" in the Law Enforcement Needs section of the Agency's Application, as per section 4970.12(f)(1) of the Program Regulations and within the jurisdiction of Riverside County Sheriff's Office, Lake Mathews Station.</p> <p>These activities may include but are not limited to law enforcement patrols, installation of regulatory and educational signs, placement of barriers, creation of maps, search and rescue, and educational outreach about safety, protecting the environment, and respecting private property.</p> <p>The Project may also provide for the purchase of Equipment, materials, and supplies as outlined in the Project Cost Estimate.</p> <p>Additionally, the Grantee must provide a minimum of twenty-five (25) percent of the total Project cost in matching funds.</p>		

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
<b>1 Staff</b>						
1. Staff-Sheriff's Sergeant Notes : Sergeant - Supervises OHV enforcement and education programs.  The rate shown is an hourly base straight time rate plus benefits. The QTY represents one Sheriff's Sergeant	39.0400	139.830	HRS	5,459.00	0.00	5,459.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement - Lake Mathews Station**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>for one calendar year.</p> <p>The Riverside County 2023/2024 base/straight rate for a Sergeant is \$139.83. The 2024 salary totals reflect higher amounts than those reported in past applications. The rates are based on wage and benefits negotiated between Riverside County and the Law Enforcement Management Unit (LEMU).</p>						
<p>2. Staff-Deputy Sheriff                      Notes : Deputy Sheriff - Conducts OHV enforcement and education.</p> <p>The rate shown is an hourly base/straight time rate plus benefits. The QTY represents four Deputy Sheriffs for one calendar year.</p> <p>The Riverside County 2023/2024 base/straight rate for a Deputy Sheriff is \$106.53. The 2024 salary totals reflect</p>	<p>140.000 0</p>	<p>106.530</p>	<p>HRS</p>	<p>14,914.00</p>	<p>0.00</p>	<p>14,914.00</p>

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement - Lake Mathews Station

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>higher than those reported in past applications. The rates are based on wage and benefits negotiated between Riverside County and the Riverside Sheriff Association Union (RSA).</p>						
<p>3. Staff-Sheriff's Sergeant                      Notes : Sergeant - Supervises OHV enforcement and education programs.</p> <p>The rate shown is an hourly overtime (time and a half) rate plus benefits. The QTY represents one Sheriff's Sergeant for one calendar year.</p> <p>The Riverside County 2023/2024 overtime rate for a Sergeant is \$128.41. The 2024 salary totals reflect higher amounts than those reported in past applications. The rates are based on wage and benefits negotiated</p>	<p>119.330 0</p>	<p>128.410</p>	<p>HRS</p>	<p>15,323.00</p>	<p>15,323.00</p>	<p>0.00</p>



**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement - Lake Mathews Station**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
between Riverside County and the Law Enforcement Management Unit (LEMU).						
4. Staff-Deputy Sheriff Notes : Deputy Sheriff - Conducts OHV enforcement and education.  The rate shown is an hourly overtime (time and a half) rate plus benefits. The QTY represents four Deputy Sheriffs for one calendar year.  The Riverside County 2023/2024 overtime rate for a Deputy Sheriff is \$96.21. The 2024 salary totals reflect higher than those reported in past applications. The rates are based on wage and benefits negotiated between Riverside County and the Riverside Sheriff Association Union (RSA).	476.000 0	96.210	HRS	45,796.00	45,796.00	0.00
<b>Total for Staff</b>				81,492.00	61,119.00	20,373.00
<b>2 Contracts</b>						

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2024  
 Agency: Riverside County Sheriff's Department  
 Application: Law Enforcement - Lake Mathews Station**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<b>3 Materials / Supplies</b>						
<b>4 Equipment Use Expenses</b>						
<b>5 Equipment Purchases</b>						
<b>6 Others</b>						
<b>Total Program Expenses</b>				81,492.00	61,119.00	20,373.00
<b>TOTAL DIRECT EXPENSES</b>				81,492.00	61,119.00	20,373.00
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
<b>1 Indirect Costs</b>						
<b>Total Indirect Costs</b>				0.00	0.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>				0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>				<b>81,492.00</b>	<b>61,119.00</b>	<b>20,373.00</b>
<b>TOTAL PROJECT AWARD</b>				<b>61,119.00</b>		

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

### A. Definitions

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

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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.

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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.

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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.
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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.
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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.
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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.