



RESOLUTION No. 24-011

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE SHERIFF TO EXECUTE A RENEWAL PROJECT AGREEMENT G23-03-16-L01 WITH THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, FOR OFF-HIGHWAY VEHICLE (OHV) GRANT FUNDS

WHEREAS, the People of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for operations and maintenance, restoration, law enforcement, education, and safety for off-highway vehicle recreation; and

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

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

WHEREAS, the Nevada County Sheriff's Office submitted a grant application, authorized by Resolution 23-163, for said grant funds; and

WHEREAS, the Nevada County Sheriff's Office received notice that they have been awarded OHV grant funds for the project period November 10, 2023 through November 9, 2024 in the amount of \$29,339, with the provision that a minimum of 25% in matching funds (\$9,806) will be provided as represented by staff time, equipment expenses, and administrative costs for a total project amount of \$39,145; and

WHEREAS, this grant will help offset labor costs including overtime for OHV patrols in outlying areas, during high-traffic holidays in problematic areas.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California that the renewal project Agreement G23-03-16-L01, between the County of Nevada and the State of California, pertaining to OHV patrols for the project period November 10, 2023 through November 9, 2024 in the total amount of \$29,339, be and hereby is approved, and that the Nevada County Sheriff be and is hereby authorized to execute the renewal Agreement on behalf of the County of Nevada, and directs the Auditor-Controller to deposit revenues in account 0101 20201 152 1000 445090.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of January, 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JEFFERY THORSBY
Clerk of the Board of Supervisors

By: _____



Hardy Bullock, Chair

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G23-03-16-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Nevada County Sheriff's Office

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 11/10/2023 THROUGH 11/09/2024

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$29,339.00 (Twenty Nine Thousand Three Hundred Thirty Nine and 00/100)

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

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

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

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

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
AUTHORIZED NAME:	AUTHORIZED NAME: Jennifer Grady
TITLE:	TITLE: Grants Manager
DATE:	DATE:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-35-103		SUPPLIER ID NUMBER: 0000002506		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62685	CHARGE AMOUNT: 29,339.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 12	ENY/STATUTE 2023	FISCAL YEAR: 2023/2024

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

N/A

ATTACHMENT 1

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

APPLICANT NAME :	Nevada County Sheriff's Office		
PROJECT TITLE :	Law Enforcement	PROJECT NUMBER (Division use only) :	G23-03-16-L01
PROJECT TYPE :	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
PROJECT DESCRIPTION :	<p>The Project is to provide Off-Highway Vehicle (OHV) related Law Enforcement activities within the jurisdiction of the Nevada County Sheriff's Office. The activities may include, but are not limited to Law Enforcement patrol, installation of signs, placement of barriers, creation of maps, and search and rescue.</p> <p>The Project may also provide for the purchase of Equipment, materials, and supplies as outlined in the Project Cost Estimate.</p> <p>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
DIRECT EXPENSES						
Program Expenses						
1 Staff						
1. Staff-Staff-Law Enforcement Officers Notes : 2. Staff-Law Enforcement Officers Notes : FLSA Overtime for Patrol Deputies for proactive OHV patrol, OHV specific training, and public education as assigned/scheduled by the Sergeant for Eastern Nevada County on UTV/Jeep/Patrol Vehicle.	293.000 0	74.728	HRS	21,895.00	16,401.50	5,493.50
2. Staff-Staff- Law Enforcement Office-	40.0000	90.910	HRS	3,636.00	2,727.00	909.00

ATTACHMENT 1

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

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
SGT Notes : FLSA overtime and straight time for the OHV sergeant conduction field patrol, OHV specific trainings, and public education in OHV areas, supervision of deputies, and scheduling.						
Total for Staff				25,531.00	19,128.50	6,402.50
2 Contracts						
3 Materials / Supplies						
4 Equipment Use Expenses						
1. Equipment Use Expenses-Jeep Daily Use Fee Notes : The Jeep Daily Use Fee applies to the Jeep purchased and modified by the Nevada County Sheriff's Office with funds outside of the OHV Grants program. Due to the major modifications to the stock Jeep, totaling approximately \$59,000, in order to make it capable to patrol the Fordyce Trail; no comparable rentals could be found. The \$750 daily use fee represents an expected	10.0000	750.000	DAY	7,500.00	5,625.00	1,875.00

ATTACHMENT 1

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

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
reasonable rental fee under that of a comparable vehicle if one could be found. Barlow Adventures offer guided Jeep excursions on the neighboring Rubicon Trail at approximately \$1,500 per day to use their Jeeps. The Barlow Adventures' Jeeps are comparable to the Jeep owned by the Nevada County Sheriff's Office.						
2. Equipment Use Expenses-Motorcycle Daily Use Fee Notes : The Motorcycle Daily Use Fee applies to (4) Dual Sport 250-400 CC motorcycles purchased by the Nevada County Sheriff's Office with funds outside of the OHV Grants program. The \$175 daily use fee was determined by the comparing daily rental rates from vendors in our area. Tahoe Dirt Bikes, in Nevada County, rents a comparably motorcycle, the Yamaha XT 250, for	8.0000	175.000	DAY	1,400.00	1,050.00	350.00

ATTACHMENT 1

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

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
a daily rental fee of over \$200.						
<p>3. Equipment Use Expenses-RZR (NCSO Purchased) Daily Use Fee</p> <p>Notes : The Nevada County Sheriff's Office owns two Polaris Rzrs, one of which was purchased through the OHV Grant. The RZR Daily Use Fee applies to the RZR purchased and modified by the Nevada County Sheriff's Office with funds outside of the OHV Grants program, totaling over \$43,000. Due to the major modifications to the stock RZR, approximately \$20,000, in order to make it capable to patrol on tracks over the snow; no comparable rentals could be found. The \$500 daily use fee represents an expected reasonable rental fee under that of a comparable vehicle if one could be found. Chico Offroad Rentals offer RZR rentals for</p>	6.0000	500.000	DAY	3,000.00	2,250.00	750.00

ATTACHMENT 1

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

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	stock units at approximately \$450 / day. A Truckee "connection" business, Adrenalineconnection.net showed tracked units for rent for approximately \$900 / day.						
Total for Equipment Use Expenses					11,900.00	8,925.00	2,975.00
5	Equipment Purchases						
6	Others						
Total Program Expenses					37,431.00	28,053.50	9,377.50
TOTAL DIRECT EXPENSES					37,431.00	28,053.50	9,377.50
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
	1. Indirect Costs-Grant administration / accounting Notes : 1. Indirect Costs-Grant administration / accounting Notes : Hourly rate for an accounting specialist for billing and contract administration.	60.0000	28.570	HRS	1,714.00	1,285.50	428.50
Total Indirect Costs					1,714.00	1,285.50	428.50
TOTAL INDIRECT EXPENSES					1,714.00	1,285.50	428.50
TOTAL EXPENDITURES					39,145.00	29,339.00	9,806.00

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

TOTAL PROJECT AWARD	29,339.00	
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Project Agreement General Provisions (Nonfederal Applicants Only)

A. Definitions

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

B. Project Execution

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

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

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

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

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

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

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

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

C. Project Costs

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

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

D. Project Administration

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

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

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

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

E. Project Termination

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

F. Hold Harmless

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

G. Financial Records

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

H. Use of Facilities

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

I. Nondiscrimination

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

J. Application Incorporation

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

K. Severability

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

L. Governing Law

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