



RESOLUTION No. 23-078

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE SHERIFF TO EXECUTE A RENEWAL PROJECT AGREEMENT G22-03-16-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 Nevada County Sheriff's Office submitted a grant application, authorized by Resolution 21-467, 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, 2022 through November 9, 2023 in the amount of \$34,409, with the provision that a minimum of 25% in matching funds (\$11,526) will be provided as represented by staff time, equipment expenses, and administrative costs for a total project amount of \$45,935; 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 HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California that the renewal project Agreement G22-03-16-L01, between the County of Nevada and the State of California, pertaining to OHV patrols for the project period November 10, 2022 through November 9, 2023 in the total amount of \$34,409, 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 28th day of February, 2023, 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:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: Heidi Hall, Deputy COB, for

Edward C. Scofield
Edward C. Scofield, Chair

2/28/2023 cc: Sherriff*
AC*

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

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

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G22-03-16-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Nevada County Sheriff's Office

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 11/10/2022 THROUGH 11/09/2023

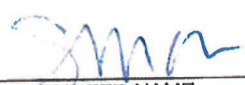
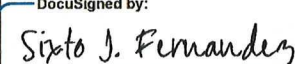
MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$34,409.00 (Thirty Four Thousand Four Hundred Nine and 00/100)

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: DocuSigned by: 
AUTHORIZED NAME: SHANNAN MOON	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: SHERIFF	TITLE: Grants Manager
DATE: 3/10/2023	DATE: 3/17/2023

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-34-108		SUPPLIER ID NUMBER: 0000002506		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62684	CHARGE AMOUNT: 34,409.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 43	ENY/STATUTE 2022	FISCAL YEAR: 2022/2023

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

N/A

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
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) :	G22-03-16-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 :	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 patrol, barrier installation, maps, search and rescue. The Project may also provide for the purchase of Equipment, Heavy Equipment, materials and supplies as outlined in the Project Cost Estimate. Grantee is required to provide a minimum of twenty-five (25) percent of the total Project cost in matching funds.		

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
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.	347.000 0	71.170	HRS	24,696.00	18,482.76	6,213.24
2. Staff-Staff- Law Enforcement Office-	40.0000	86.590	HRS	3,464.00	2,598.00	866.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
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					28,160.00	21,080.76	7,079.24
2	Contracts						
3	Materials / Supplies						
	1. Materials / Supplies- Off Road Helmets Notes : These helmets are for ten Deputies who will be assigned to the OHV unit. Various helmet sizes are needed to accommodate Deputies who will be working in the program. These helmets will be similar to Fox Racing V2 BNKZ. This helmet, or similar, is of mid-level quality where there is the best compromise of value, comfort, and durability. One hundred percent of this item's use would be in the OHV program.	10.0000	269.800	EA	2,698.00	2,020.50	677.50
4	Equipment Use Expenses						

ATTACHMENT 1

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

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>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 \$700 daily use fee represents an expected 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.</p>	15.0000	700.000	DAY	10,500.00	7,875.00	2,625.00

ATTACHMENT 1

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

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	2. Equipment Use Expenses-Motorcycle Daily Use Fee Notes : The Motorcycle Daily Use Fee applies to the (4) Honda CRF250/300L motorcycles purchased by the Nevada County Sheriff's Office with funds outside of the OHV Grants program. The \$150 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 a daily rental fee of \$200.	16.0000	150.000	DAY	2,400.00	1,800.00	600.00
Total for Equipment Use Expenses					12,900.00	9,675.00	3,225.00
5	Equipment Purchases						
6	Others						
Total Program Expenses					43,758.00	32,776.26	10,981.74
TOTAL DIRECT EXPENSES					43,758.00	32,776.26	10,981.74
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
	1. Indirect Costs-Grant administration / accounting	80.0000	27.210	HRS	2,177.00	1,632.74	544.26

ATTACHMENT 1

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

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	Notes : 1. Indirect Costs-Grant administration / accounting Notes : Hourly rate for an accounting specialist for billing and contract administration.						
Total Indirect Costs					2,177.00	1,632.74	544.26
TOTAL INDIRECT EXPENSES					2,177.00	1,632.74	544.26
TOTAL EXPENDITURES					45,935.00	34,409.00	11,526.00
TOTAL PROJECT AWARD					34,409.00		

Project Agreement General Provisions (Nonfederal Applicants Only)

A. Definitions

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

B. Project Execution

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

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

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

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

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

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

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

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

C. Project Costs

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

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

D. Project Administration

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

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

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

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

E. Project Termination

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

F. Hold Harmless

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

G. Financial Records

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

H. Use of Facilities

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

I. Nondiscrimination

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

J. Application Incorporation

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

K. Severability

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

L. Governing Law

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



RESOLUTION No. 21-467

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE SHERIFF TO SUBMIT AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR AN OFF-HIGHWAY VEHICLE (OHV) GRANT FOR THE FISCAL YEAR 2022-2023

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 recreations; 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

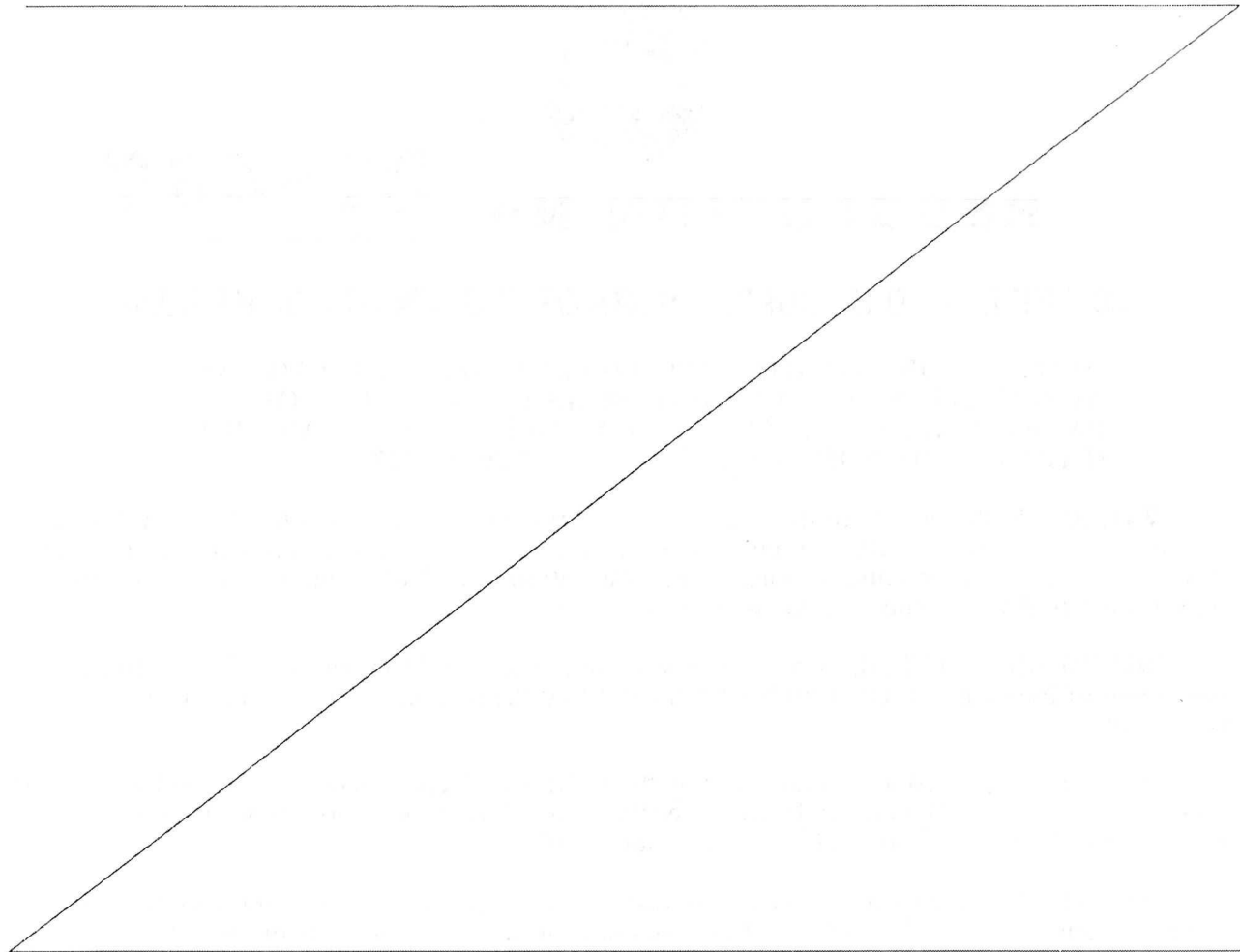
WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project.

NOW, THEREFORE, BE IT RESOLVED, that the Nevada County Board of Supervisors hereby:

1. Approves the filing of an application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency 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 this agency 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 this agency will provide the required matching funds (as applicable); and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints the Nevada County Sheriff as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Nevada County Sheriff's Office is authorized to submit an application to the California Department of Parks and Recreation for an Off-Highway Vehicle (OHV) Grant for the FY 2022-2023 and will obtain the Board's approval for acceptance of this Grant if awarded.



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 November, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

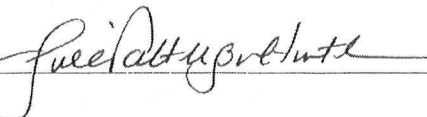
Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

11/9/2021 cc: Sheriff*
AC*

FOR OFFICE USE ONLY:	Version # _____	APP # 704957
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ITEM 1. Proposed Project

The Nevada County Sheriff's Office proposal is for Off-Highway Vehicle (OHV) grant funding to pay for staff time and equipment for OHV trail patrols. Currently, the Nevada County Sheriff's Office does not have funding available to patrol the multitude of OHV trails and unauthorized OHV areas in our jurisdiction. Nevada County Sheriff's Office OHV enforcement incorporates large tracts of OHV-accessible federal lands in both the Tahoe National Forest and the Mother Lode Ranger District of the Bureau of Land Management. In addition to the authorized OHV areas, the Nevada County Sheriff is solely responsible for the enforcement of unauthorized OHV use on large tracts of open private lands belonging to Pacific Gas and Electric, Sierra Pacific Industries, and the Nevada Irrigation District.

Nevada County OHV Areas

The OHV areas in the County of Nevada are divided into two distinct areas: Western Nevada County and Eastern County.

Western Nevada County has mostly low elevation OHV (under 4,000' in elevation) areas, which incorporate the authorized OHV single track areas of Chalk Bluff and Lowell Hill contained in the Burlington Motorcycle Trail System. The remainder of the OHV areas in Nevada County are authorized and unauthorized OHV areas consisting of federal land under Tahoe National Forest and Bureau of Land Management control; along with private land belonging to Nevada Irrigation District, Pacific Gas and Electric, Sierra Pacific Industries and citizens of Nevada County. These areas generate large amounts of public complaints every year due to trespassing, unsafe OHV operations, environmental damage, vandalism, illegal camp fires, and large amount of litter left behind by illegal OHV operators. The common OHV areas in western Nevada County are listed as: Greenhorn Creek, Steephollow Creek, Jackass Flats, Deadman's Flat, Auburn Road, Chicago Park Powerhouse, and the Town of Washington.

Eastern Nevada County incorporates all of the over the snow vehicle (OSV) OHV opportunities, along with the majority of the authorized OHV use areas in Nevada County. Eastern Nevada County is home to the world class OHV opportunity, Fordyce Jeep Trail. This trail terminates into the Meadow Lake area, and attracts thousands of OHV users throughout the season. A large draw for UTV and moto riders is the Bowman Lake area's vast network of OHV approved roads. This area links together the high trafficked OHV areas of Gaston, Graniteville, Jackson Meadows, with those of Meadow Lake and Webber Lake. In the winter months, this area is open to hundreds of square miles for OSV recreation.

The Tahoe National Forest Prosser Pits OHV area is located just north of the Town of

Truckee. This, along with the Boca OHV/OSV staging area, allows riders to access the easternmost areas of Nevada County, which border and provides access to the State of Nevada OHV areas.

The Nevada County Sheriff's Office intends to conduct a public education program incorporating social media, OHV contacts, and educational booths at community fairs. This is in response to public confusion of what areas of Nevada County are open to OHV use, and what areas are closed. Many of the traditional areas seeing heavy OHV use, are in fact, closed to all but highway legal vehicles. However, years of unauthorized OHV use has led to a false public perception on the legality of accessing these lands and roadways. These educational efforts will be teamed with those efforts by the Tahoe National Forest and the Placer County Sheriff's Office.

ITEM 2. Project Coverage

In the Tahoe National Forest lands within Nevada County there are 80 miles of designated motorized OHV trails and 68 miles of OSV trails. This is in addition to hundreds of miles of OHV designated roads, and hundreds of miles of unauthorized OHV trails and roadways. During each season, Nevada County hosts numerous ATV, moto, and 4x4 events. Due to the regulation and enforcement of the neighboring Rubicon Trail and other OHV areas in Placer and El Dorado County, many of the undesirable participants have come to Nevada County aware of the historical lack of OHV enforcement.

This project will allow the Nevada County Sheriff's Office to positively impact OHV/OSV problems ranging from registration violations to fatal accidents. We will contact OHV/OSV enthusiasts, educate and take enforcement action when and where necessary to ensure that all OHV/OSV's are properly operated as required by law.

This will include those vehicles brought into our county from out of the state that are not properly permitted as required by 38087.5 CVC. We will increase the level of safety and fire prevention by enforcing equipment violations ensuring OHVs are properly fitted with spark arrestors. We will have a positive impact on the number of injuries and deaths caused by ATV and UTV riders who are not properly equipped with helmets, operating OHV in an unsafe manner, and minors operating OHV without proper supervision. We will aggressively seek to educate and enforce egregious violations of unsafe operation including speed and reckless operation. We will make contact with those OHV/OSV enthusiasts who trespass on private property and reduce the problem through a program of education and enforcement. We will patrol and make education and enforcement contacts relative to complaints of noise, dust, and other disturbances. We will work in conjunction with USFS and BLM law enforcement officers to meet our common goal of educating OHV/OSV enthusiasts and enforcement of OHV/OSV violations. Talks have begun with the Placer County Sheriff's Office for the creation of

an MOU for mutual OHV enforcement, since many of the high use areas are split between both Placer and Nevada Counties.

The following areas are just a few of the portions of Nevada County with a large amount of OHV use:

Fordyce Jeep Trail-

The Fordyce Jeep trail is 11.9 miles long. It begins at Indian Springs Campground off of Eagle Lakes Road and ends at the Meadow Lake Campground. Due to it being inaccessible to most law enforcement resources, this area has gained a reputation for "lawlessness."

Burlington Motorcycle Trail System-

The Tahoe National Forest staging area for this 50-mile-long OHV single track is located on Chalk Bluff Road, just off of Highway 20. This trail wanders from Skillman, through Omega, to the Lowell Hill Ridge, and then over to touch the Bear Valley.

Town of Washington-

The Town of Washington is a popular and advertised staging area for all types of OHVs. Most OHV's travel up Gaston Road (closed to non-highway legal OHV's) to access the OHV legal Forest Service roads in the Graniteville and Marsh Mill area. This area is also one of the gateways to the Bowman Lake area.

Bowman Lake-

The general area of Bowman Lake is home to miles of Forest Service roads open to OHV use. This area is accessed from Bowman Lake Road off of Highway 20, from the Town of Washington, and from Jackson Meadows Road off of Highway 89.

Meadow Lake-

Meadow Lake is home to the end of the Fordyce Jeep Trail, and is central area for all type of OHV riders. This area is accessed from Meadow Lake Road off of Jackson Meadow Road, through the Fordyce Jeep Trail, or from the Bowman Lake/Jackson Meadows Reservoir areas.

Prosser Pits OHV Area-

This area incorporates the Tahoe National Forest Prosser Pits OHV park, Prosser Reservoir, and the single and double-track trails around Boca Reservoir. This area is accessed on Prosser Dam Road, off of Highway 89. During the winter months, this is a common staging area for OSVs accessing the Boca riding areas.

Greenhorn Creek-

The Greenhorn Creek drainage was historically open to OHV access. However, after years of environmental damage, citizen complaints over noise, and dumping of trash, the federal lands were administratively closed to OHV use. The private land owned by Hansen Brothers Enterprises and the Nevada Irrigation District were also closed to

OHV use for the same reasons.

Access to the Greenhorn Creek drainage is made from Buckeye or Red Dog Road.

Chicago Park Powerhouse/Steephollow Creek/Lowell Hill Road-

The area is owned by Pacific Gas and Electric, Nevada Irrigation District, Tahoe National Forest, Bureau of Land Management, and private citizens. area is expressly off limits to OHV use, however, social media, online forums, and out-of-the-area OHV businesses continue to popularize the OHV use in the area.

ITEM 3. Describe the frequency of the patrols

This project requires the Nevada County Sheriff's Office to staff OHV patrols during the summer season, primarily on the weekends. Winter OSV patrol during the winter months, typically December to April, would focus on the historical high use areas

The project is requesting funds to staff two deputies to patrol eastern Nevada County (Fordyce Trail/Meadow Lake/Prosser), and two deputies to patrol western Nevada County (Town of Washington/Greenhorn/Lowell Hill Road) on the busy summer weekends. Two separate teams are needed due to the time needed to access each of these separate areas, and to deal with the high amount of OHV use in both areas. Patrols would be conducted at the trailheads and on the trails with vehicles capable of operating in the extreme OHV environments found in Nevada County.

In addition to the funding for patrol hours, there are staff hours built to facilitate maintenance, off season OHV rescues, holidays, special OHV events, and training. The OHV events include, but are not limited to education displays at the Nevada County Fair, National Night Out, and educational participation in the California Four Wheel Drive Association Winter Fun Festival and Sierra Trek.

ITEM 4. Deployment of Personnel

Due to the remote locations and harsh terrain, a response time for a normal patrol deputy in many of the projects areas ranges from 1-2 hours, to being inaccessible; depending on the location of the incident. It is important that deputies are doubled-up for safety while performing enforcement activities for that reason.

For a normal in-season OHV patrol deployment day, two to four deputies would deploy a UTV, dual sport motorcycles, or a trail capable Jeep; seperated into eastern and western teams. Due to the hours of drive time on rough roads between the eastern and western OHV areas in Nevada County, one two-person patrol team cannot reasonably cover both areas.

Maintenance-intensive, highly-modified/trail-capable vehicles, with trained operators are required to access the project areas with adequate staff and equipment to handle the expected law enforcement tasks.

The Nevada County Sheriff's Office is committed to deploying a part-time OHV staff

consisting of six (6) deputies who will receive training and experience in the off road operation of specialty vehicles. This program also covers a sergeant who will oversee the OHV unit for training standards, scheduling, maintenance, and field supervision. In addition, the Nevada County Sheriff's Office will provide a financial accountant to track and recover expenditures within the OHV program.

For the winter months, the Nevada County Sheriff's Office owns four (4) over the snow vehicles and a Tucker Sno Cat for winter OSV operations. For wheeled vehicles patrols, the Nevada County Sheriff's own a highly modified Jeep, a Polaris RZR UTV, and two Honda dual sport motorcycles. Funds are requested to cover the daily use of the Nevada County Sheriff's Office own Jeep and motorcycles. The daily use fees was determined by those fees charged by like rental vehicles used in our service area. The UTV was purchased with OHV grant funds and is not eliable to recieve daily use fees.

District and County Information

A. California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

State Senate 01

B. California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

State Assembly 01

C. California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (<https://www.govtrack.us/congress/members/CA>) in your browser to determine the Congressional district(s).

Congressional District 1

D. County

Select one or more of the California Counties where the proposed project activities will occur.

Nevada

FOR OFFICE USE ONLY:		Version # _____	APP # 704957
APPLICANT NAME :	Nevada County Sheriff's Office		
PROJECT TITLE :	Law Enforcement	PROJECT NUMBER (Division use only) :	G21-03-16-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 Nevada County Sheriff's Office proposal is for Off-Highway Vehicle (OHV) grant funding to pay for staff time and equipment for OHV trail patrols. Currently, the Nevada County Sheriff's Office does not have funding available to patrol the multitude of OHV trails and unauthorized OHV areas in our jurisdiction. Nevada County Sheriff's Office OHV enforcement incorporates large tracts of OHV-accessible federal lands in both the Tahoe National Forest and the Mother Lode Ranger District of the Bureau of Land Management. In addition to the authorized OHV areas, the Nevada County Sheriff is solely responsible for the enforcement of unauthorized OHV use on large tracts of open private lands belonging to Pacific Gas and Electric, Sierra Pacific Industries, and the Nevada Irrigation District.</p> <p><u>Nevada County OHV Areas</u></p> <p>The OHV areas in the County of Nevada are divided into two distinct areas: Western Nevada County and Eastern County.</p> <p>Western Nevada County has mostly low elevation OHV (under 4,000' in elevation) areas, which incorporate the authorized OHV single track areas of Chalk Bluff and Lowell Hill contained in the Burlington Motorcycle Trail System. The remainder of the OHV areas in Nevada County are authorized and unauthorized OHV areas consisting of federal land under Tahoe National Forest and Bureau of Land Management control; along with private land belonging to Nevada Irrigation District, Pacific Gas and Electric, Sierra Pacific Industries and citizens of Nevada County. These areas generate large amounts of public complaints every year due to trespassing, unsafe OHV operations, environmental damage, vandalism, illegal camp fires, and large amount of litter left behind by illegal OHV operators. The common OHV areas in western Nevada County are listed as: Greenhorn Creek, Steephollow</p>		

Creek, Jackass Flats, Deadman's Flat, Auburn Road, Chicago Park Powerhouse, and the Town of Washington.

Eastern Nevada County incorporates all of the over the snow vehicle (OSV) OHV opportunities, along with the majority of the authorized OHV use areas in Nevada County. Eastern Nevada County is home to the world class OHV opportunity, Fordyce Jeep Trail. This trail terminates into the Meadow Lake area, and attracts thousands of OHV users throughout the season. A large draw for UTV and moto riders is the Bowman Lake area's vast network of OHV approved roads. This area links together the high trafficked OHV areas of Gaston, Graniteville, Jackson Meadows, with those of Meadow Lake and Webber Lake. In the winter months, this area is open to hundreds of square miles for OSV recreation.

The Tahoe National Forest Prosser Pits OHV area is located just north of the Town of Truckee. This, along with the Boca OHV/OSV staging area, allows riders to access the easternmost areas of Nevada County, which border and provides access to the State of Nevada OHV areas.

The Nevada County Sheriff's Office intends to conduct a public education program incorporating social media, OHV contacts, and educational booths at community fairs. This is in response to public confusion of what areas of Nevada County are open to OHV use, and what areas are closed. Many of the traditional areas seeing heavy OHV use, are in fact, closed to all but highway legal vehicles. However, years of unauthorized OHV use has led to a false public perception on the legality of accessing these lands and roadways. These educational efforts will be teamed with those efforts by the Tahoe National Forest and the Placer County Sheriff's Office.

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	1000.0000	66.750	HRS	66,750.00	50,062.00	16,688.00

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Nevada County Sheriff's Office
 Application: Law Enforcement

10/21/2021

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
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.						
2. Staff-Staff- Law Enforcement Office-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.	200.0000	83.470	HRS	16,694.00	12,520.00	4,174.00
Total for Staff				83,444.00	62,582.00	20,862.00
2 Contracts						
3 Materials / Supplies						
1. Materials / Supplies-Hand Held GPS, Garmin 66st Notes : This is to outfit each of our OHV vehicles with a GPS (Jeep, UTV, and 2 motorcycles). Most of our OHV areas are lacking street signs, and navigation by GPS is the only option. This is considered officer safety equipment, for GPS coordinates are many times the only accurate description of a their location a deputy can give in the field. The Garmin 66st is the same GPS fielded by our search and rescue team, and is supported by current department owned software. One hundred percent of this item's use would be used in the OHV program.	4.0000	500.000	EA	2,000.00	1,500.00	500.00
4 Equipment Use Expenses						

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Nevada County Sheriff's Office
 Application: Law Enforcement

10/21/2021

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
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 \$700 daily use fee represents an expected 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.	50.0000	700.000	DAY	35,000.00	26,250.00	8,750.00
2. Equipment Use Expenses-Motorcycle Daily Use Fee Notes : The Motorcycle Daily Use Fee applies to the two Honda CRF250L motorcycles purchased by the Nevada County Sheriff's Office with funds outside of the OHV Grants program. The \$150 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 a daily rental fee of \$200.	60.0000	150.000	DAY	9,000.00	6,750.00	2,250.00
Total for Equipment Use Expenses				44,000.00	33,000.00	11,000.00
5 Equipment Purchases						

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Nevada County Sheriff's Office
 Application: Law Enforcement

10/21/2021

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
6 Others						
Total Program Expenses				129,444.00	97,082.00	32,362.00
TOTAL DIRECT EXPENSES				129,444.00	97,082.00	32,362.00
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.	120.0000	27.210	HRS	3,265.00	2,448.00	817.00
2. Indirect Costs-Satellite Phones Notes : This is for the purchase of three (3) satellite phones to outfit deputies on OHV patrol in each our Jeep, UTV, and one to the motorcycles. Large portions of the OHV areas in Nevada County lack cell phone reception and radio coverage. This is to allow emergency and/or essential communications by deputies working OHV patrol in remote areas without cell or radio coverage. This is an officer safety issued piece of equipment. One hundred percent of this item's use would be used in the OHV program.	3.0000	1400.000	EA	4,200.00	3,150.00	1,050.00
Total for Indirect Costs				7,465.00	5,598.00	1,867.00
Total Indirect Costs				7,465.00	5,598.00	1,867.00
TOTAL INDIRECT EXPENSES				7,465.00	5,598.00	1,867.00

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Nevada County Sheriff's Office
Application: Law Enforcement

10/21/2021

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
TOTAL EXPENDITURES				136,909.00	102,680.00	34,229.00

Project Cost Summary for Grants and Cooperative Agreements Program - 2021
 Agency: Nevada County Sheriff's Office
 Application: Law Enforcement

10/21/2021

	Category	Total	Grant Req.	Match	Narrative
DIRECT EXPENSES					
Program Expenses					
1	Staff	83,444.00	62,582.00	20,862.00	
2	Contracts	0.00	0.00	0.00	
3	Materials / Supplies	2,000.00	1,500.00	500.00	
4	Equipment Use Expenses	44,000.00	33,000.00	11,000.00	
5	Equipment Purchases	0.00	0.00	0.00	
6	Others	0.00	0.00	0.00	
Total Program Expenses		129,444.00	97,082.00	32,362.00	
TOTAL DIRECT EXPENSES		129,444.00	97,082.00	32,362.00	
INDIRECT EXPENSES					
Indirect Costs					
1	Indirect Costs	7,465.00	5,598.00	1,867.00	
Total Indirect Costs		7,465.00	5,598.00	1,867.00	
TOTAL INDIRECT EXPENSES		7,465.00	5,598.00	1,867.00	
TOTAL EXPENDITURES		136,909.00	102,680.00	34,229.00	