

LASSEN COUNTY SHERIFF'S OFFICE

1415 Sheriff Cady Lane Susanville, CA 96130

Administration

Dispatch

Adult Detention Facility

Phone (530) 251-8013 Phone (530) 257-6121 Phone (530) 251-8014 Fax (530) 251-2884

Fax (530) 257-9363 Fax (530) 251-2884

Civil

Phone (530) 251-5245 Fax (530) 251-5243

John McGarva **Sheriff - Coroner**

To: Lassen County Board of Supervisors

From: Tim Heffley, Sergeant

Date: 01/10/2025

Agenda Date: 1-21-25

SUBJECT: Off-Highway Vehicle (OHV) Grant

DISCUSSION: The Lassen County Sheriff's Office has been awarded a grant from the California Department of Parks and Recreation Off-Highway Motor Vehicle Recreation Division. The OHV grant was awarded in the amount of \$36,184.00 on project number: G24-03-65-L01.

The OHV grant was requested and rewarded in order to provide funding for patrolling and protecting the areas in Lassen County designated for OHV and over-the-snow vehicle (OSV) use. With this grant funding, the Sheriff's Office provides regular patrols with our patrol staff in our designated OHV/OSV areas. Furthermore, in previous grant years, the Sheriff's Office has acquired specialized vehicles to conduct these patrols in our OHV/OSV areas. Through this grant, the Sheriff's Office assigns designated shifts to patrol the OHV/OSV areas in our specialized vehicles. This grant funding requires a Governing Body Resolution.

FISCAL IMPACT: Potential Revenue of \$36,184.00 – Sheriff/Contracts OHV – 111-0520.

RECOMMENDATION: That the Board of Supervisors approve acceptance of the grant funding and sign a Governing Body Resolution.

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

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

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G24-03-65-L01 PROJECT TYPE: Law Enforcement							
GRANTEE: Lasser	n County Sheriff's	Department					
PROJECT TITLE:	Law Enforcement						
PROJECT PERFO	DRMANCE PERIC	DD: FROM 01/01/20	25 THROUGH	12/3	1/2025		
MAXIMUM AMOU Four and 00/100)	NT PAYABLE SH	ALL NOT EXCEED	\$36,184.00 (T	hirty	Six Thousand	One Hundred Eighty	
						California, acting by and n Division and Grantee.	
the Off-Highway I	Motor Vehicle Ac		California Cod	e of	Regulations,	e Grantee's Application, Division 3, Chapter 15,	
are made a part of ATTACHN	the Project Agree	ment. CT COST ESTIMAT		e foll	owing attachn	nents which by reference	
-	GRANTEE			s	TATE OF CAL	IFORNIA	
AUTHORIZED SI	GNATURE:		AUTHORIZED SIGNATURE:				
AUTHORIZED NA	AME:	-	AUTHORIZED NAME: Jennifer Grady				
TITLE:			TITLE: Gran	ts Ma	nager		
DATE:			DATE:				
	CERTIFI	CATION OF FUND	ING (FOR STA	ATE I	JSE ONLY)		
CONTRACT NUM		SUPPLIER ID N			FUND DES	CRIPTION:	
C32-36			003046			ay Vehicle Trust Fund	
REPORTING STRUCTURE:	ACCOUNT:	ACTIVITY:	CHARGE AN	NOU		PROGRAM:	
37900550	5432000	62686	36.	184.0	00	2855	
BU:	REF:	FUND:	CHAPTER:		Y/STATUTE	FISCAL YEAR:	
3790	101	0263	22		2024	2024/2025	
hereby certify upon rr SIGNATURE OF [N/A		wledge that budgeted IG OFFICER:	funds are availa	ble foi	this encumbrai	nce.	

APF NAN	PLICANT ME:	Lassen Cou	unty Sherif	's Department					MZ	
PRO	DJECT LE :	Law Enforc	ement				PROJE NUMB (Divisi only) :	ER on use	G24-0	13-65-L01
PRO TYP	DJECT E:	F Law Enforcement					uisition			
	JECT CRIPTION :	Recreation within the a of the Agen within the ju These activ regulatory a rescue, and private prop The Project outlined in t	and motor area(s) liste acy's Applic urisdiction of ities may in and education berty. It may also the Project In the Grant	de Law Enforce ized access to d under "Item" cation, as per se of the Lassen Conclude but are ional signs, pla ial outreach abo provide for the Cost Estimate. iee must providing funds.	non-motor I" and "Iter ection 497 County She not limited cement of out safety, purchase	ized rec m 2" in tl 0.12(f)(1 eriff's De to law e barriers protecti	reation. he Law) of the partmen enforcen , creation ng the e ment, m	Project Enforce Program nt. ment pati on of mai environm naterials	activition ment N n Regularols, ins ps, sea nent, ar n, and s	es will occur leeds section ulations and stallation of arch and nd respecting upplies as
T	Line Item		Otv	Rate	UOM		Total	Gran	t Rea	Match

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
DIR	ECT EXPENSES						
Pro	gram Expenses						
1	Staff			r	T		
	1. Staff-Deputy regular	160.000	58.366	HRS	9,339.00	0.00	9,339.00
	patrols	o					
	Notes : Patrol OHV						
	areas as needed,						
	respond to						
	emergencies, citizen						
	complaints, enforce						
	OHV vehicle registration				1		
	laws, educate riders on				1		
	safety laws and rules,				1		
	provide emergency aid,						
	prevent criminal activity,				1 1	-	
	enforce criminal activity.						

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
2. Staff-Sergeants regular patrols Notes: Patrol OHV areas as needed, respond to emergencies, citizen complaints, enforce OHV vehicle registration laws, educate riders on safety laws and rules, provide emergency aid, prevent criminal activity, enforce criminal activity.	40.0000	73.821	HRS	2,953.00	0.00	2,953.00
3. Staff-Deputy overtime Notes: Patrol OHV areas as needed, respond to emergencies, citizen complaints, enforce OHV vehicle registration laws, educate riders on safety laws and rules, provide emergency aid, prevent criminal activity, enforce criminal activity.	175.000 0	55.620	HRS	9,734.00	9,734.00	0.00
4. Staff-Sergeant overtime Notes: Patrol OHV areas as needed, respond to emergencies, citizen complaints, enforce OHV vehicle registration laws, educate riders on safety laws and rules, provide emergency aid,	40.0000	72.300	HRS	2,892.00	2,892.00	0.00

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	prevent criminal activity,						
	enforce criminal activity.						
	5. Staff-Deputy training	48.0000	58.366	HDG	2,802.00	2,802.00	0.00
	Notes : 6 deputies to	40.0000	00.000	1110	2,002.00	2,002.00	0.00
	attend the department						
	required, 12-hour OHV						
	safety training. The						
	training will consist of						
	4X4 off-road						
	operations, traversing	9					
	uneven terrain,						
	equipment						
	familiarization and use						
	as well as safety						
	equipment.						
Tota	l for Staff				27,720.00	15,428.00	12,292.00
					21,120.00	10,420.00	12,232.00
2	Contracts						
3	Materials / Supplies				г		
	1. Materials / Supplies-	1.0000	6000.000	EA	6,000.00	6,000.00	0.00
	Materials and Supplies						
	Notes : Replacement of						
	old, worn out safety				*		
	supplies. New	1					
	technology has also						
	made significant						
	advances on safety and						
	function. First aid kit						
	replenishment. First Aid	<		<		(4)	
	kits have been						
	necessary and utilized						
	to treat injured OHV						
	users we have						
ı	responded to assist.The						
	safety equipment would						
li	include the following:	1				İ	

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	Helmets (\$549.95 + tax/ea), goggles (\$49.95 + tax/ea), gloves (34.95 + tax/ea), MX boots (\$495.95 + tax/ea), first aid kits for rider kits (\$149.95 + tax/ea).	,					
4	Equipment Use Expens	es			_		
	1. Equipment Use Expenses-Equipment Rental Notes: Use of county owned pick-ups to transport our OHV/OSV equipement to our use areas. Pick-ups were not purchased using OHV grant funds. Local vender quote of \$209 per day for 4x4 pick-up. \$209 x 20 transports.	10.0000	209.000	DAY	2,090.00	2,090.00	0.00
	2. Equipment Use Expenses-Equipment Rental Notes: Side by side on tracks. Utilized to respond for OSV search and rescue missions. Side by side purchased through the county and not with OHV grant funds.	2.0000	600.000	DAY	1,200.00	1,200.00	0.00

Hard to locate a tracked side by side rental.				1		
Priced at \$600 a day by nearest vendor.		4		100 1		
3. Equipment Use Expenses-Equipment Rental Notes: Department owned snowmobiles for DSV patrol. The snowmobiles were ourchased by the county and not with DHV grant funds.	4.0000	400.000	DAY	1,600.00	1,600.00	0.00
Expenses-Maintenance Notes: Preventative naintenance on (all purchased with previous trant funds): 12 Polaris RZR (\$400) 13 Polaris RMK 600 \$400) 15 Kawasaki Brute force quads x 2 (\$600) 15 Honda 250L dual ports x2 (\$600) 15 Jeep Rubicon 1600) 10 RMK 800 (\$400) 11 Polaris RZR (\$400) 11 Husqvarna TE 300i 12 (\$600)	3200.00	1.000	EA	3,200.00	3,200.00	0.00

	T	Application: La		1	T	
Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
checks. These services will ensure the longevity and safety of our OHV equipment.						
5. Equipment Use Expenses-Gas Notes : Gas for OHV	520.000 0	4.550	EA	2,366.00	2,366.00	0.00
patrols; including purchasing ethanol free barrels of fuel for our small engine OHV vehicles.						
Total for Equipment Use Exp	enses			10,456.00	10,456.00	0.00
5 Equipment Purchases						
6 Others						
Total Program Expenses				44,176.00	31,884.00	12,292.00
TOTAL DIRECT EXPENSES			×.	44,176.00	31,884.00	12,292.00
INDIRECT EXPENSES						
Indirect Costs						
1 Indirect Costs						
Indirect Costs-County Cost Plan Notes : County internal cost plan billing (A87)	1.0000	2100.000	YR	2,100.00	2,100.00	0.00
2. Indirect Costs-Tires Notes: Replacement tires for our Jeep Rubicon, which was purchased with OHV grant funds. The tires are worn and need of replacement. The	1.0000	2200.000	EA	2,200.00	2,200.00	0.00

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
replacement will be for like tires.						
Total for Indirect Costs				4,300.00	4,300.00	0.00
Total Indirect Costs				4,300.00	4,300.00	0.00
TOTAL INDIRECT EXPENSES				4,300.00	4,300.00	0.00
TOTAL EXPENDITURES	48,476.00	36,184.00	12,292.00			

TOTAL PROJECT AWARD	36,184.00	

Project Agreement General Provisions (Nonfederal Applicants Only)

A. Definitions

- The term "State" as used herein means the State of California, Department of Parks and Recreation.
- The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
- 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.
- The term "Project Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
- The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

 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.

- 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.
- 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

- 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:
- 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

- 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.
- 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.

- 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).

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

- 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

- 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 Ceode 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

- 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.
- 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

- 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.
- 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.

Nondiscrimination

- 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.
- 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

 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

 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

- 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.	
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RESOLUTION OF THE: Lassen County Board of Supervisors

APPROVING THE APPLICANT TO RECEIVE GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION.

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 Operation and Maintenance, Restoration, Law Enforcement, and 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, this project appears on, or 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 Lassen County Board of Supervisors hereby:

- 1. Approves the receiving of grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program; 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 Lassen 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.

RE	ESOLUTION NO
	ON WAS ADOPTED AT A REGULAR MEETING OF THE BOARD OF THE BOARD OF THE 21st DAY OF LASSEN, STATE OF CALIFORNIA, HELD ON THE 21st DAY OF COMING VOTE:
YES:	
NOES:	
ABSENT:	
	CHAIRMAN OF THE BOARD OF SUPERVISORS COUNTY OF LASSEI STATE OF CALIFORNIA
ATTEST: JULIE BUSTAMANTE Clerk of the Board	
BY:	Michele Yderraga,
I, Michele Yderraga, Deputy the foregoing resolution was adopte 21st day of January 2025.	y Clerk of the Board of Supervisors, County of Lassen do hereby certify that ed by the said Board of Supervisors at a regular meeting thereof held on the
	Deputy Clerk of the County of Lassen Board of Supervisors