

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Parks and Recreation

BOARD AGENDA # *B-5

Urgent

Routine

AGENDA DATE October 6, 2009

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval To Accept Funding in the Amount of \$374,000 for Fiscal Year 2009-2010 from the California State Parks Off-Highway Vehicle (OHV) Recreation Division Grant Program for Ground Operations at La Grange and Frank Raines Off-Highway Vehicle Areas

STAFF RECOMMENDATIONS:

- 1) Authorize the Director of Parks and Recreation to accept funding in the amount of \$374,000 from the California State Parks Off-Highway (OHV) Recreation Division Grant Program for Ground Operations at La Grange and Frank Raines Off-Highway Vehicle Areas.
- 2) Authorize the Director of Parks and Recreation to sign and administer the California State Parks Off-Highway Motor Vehicle (OHV) Recreation Division Grant Program for the Project Performance Period from July 1, 2009, through June 30, 2010.

(Continue on next page)

FISCAL IMPACT:

The Stanislaus County Department of Parks and Recreation has been notified of award amounts of \$120,000 for La Grange Off-Highway Vehicle Area (Attachment A) and \$254,000 for Frank Raines Off-Highway Vehicle Area (Attachment B). The total award amount is \$374,000. A total of 47 grants were awarded in the amount of \$7,945,000 for Ground Operations for the 2008-2009 California State Parks Off-Highway (OHV) Recreation Division Grant Award Program.

(Continue on next page)

BOARD ACTION AS FOLLOWS:

No. 2009-671

On motion of Supervisor Monteith, Seconded by Supervisor Grover

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval To Accept Funding in the Amount of \$374,000 for Fiscal Year 2009-2010 from the California State Parks Off-Highway Vehicle (OHV) Recreation Division Grant Program for Ground Operations at La Grange and Frank Raines Off-Highway Vehicle Areas

STAFF RECOMMENDATION(S): (Continued)

- 3) Direct the Auditor-Controller to set up appropriations and transfer the fund balances as detailed in the Budget Journal and to change the Parks and Recreation Off-Highway Vehicle special revenue budget unit from interest bearing to non-interest bearing.
- 4) Authorize the Director to accept funding from public and private organizations and individuals desiring to contribute to the Ground Operations at La Grange and Frank Raines Off-Highway Vehicle Areas and Campgrounds.
- 5) Authorize the Department of Parks and Recreation to place any revenue received from the Off-Highway Vehicle parks in the Off-Highway Vehicle fund to ensure match requirements for any grant funding of off-highway vehicle areas can be met.

FISCAL IMPACT: (Continued)

While the grant requires a 25%, or \$93,500, match the Department applied for the grant with a 33.35%, or \$124,724.50, match contribution. This allowed the Department to gain additional grant award points on the application. This match will be met with transfers from various special revenue budget units within the Department. Revenue and expenses will be tracked within the Parks and Recreation Off-Highway Vehicle special revenue fund to appropriately reflect revenue and expenditures for services at the OHV parks.

The Department requests that estimated revenue and appropriations are increased in the amount of \$498,742.50. As a reimbursable grant, the OHV grants are subject to negative balances until the reimbursement is received if received in an interest bearing account. Therefore, it is recommended that the budget unit change from interest bearing to non-interest bearing.

DISCUSSION:

Unlike other counties in California, Stanislaus County owns and operates not one, but two OHV areas totaling an estimated 2,000 acres of available and dedicated OHV areas. Over 10,000 County residents and visitors alike use these areas for all types of off-road recreational activities. OHV visitors come from Stanislaus County and routinely from the Bay Area, Sacramento, Fresno, and the Sierra Foothills. Both parks are open to all registered and California Vehicle Code compliant vehicles such as: 4-wheel drives, all-terrain vehicles (ATV's), sand-rails, motorcycles, and sand buggies to name a few.

Frank Raines Regional Park is located approximately 17 miles west of Patterson, California in Del Puerto Canyon's rugged slopes of the Coastal Range. The park is divided functionally into two units separated by several miles of road. The north section encompasses over 1,000 acres of developed and undeveloped areas with OHV trails, overnight camping, and day use areas for passive recreation. The OHV trails (Attachment C) offer rock crawling and mud bogging and are rated for beginners with stock OHV's, to advanced, for well-equipped OHV's operating on very steep terrain. The OHV area includes an entrance station, 34 full-hook up

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supporting campgrounds known as Deer Creek (Attachment D), a recreation hall, restrooms/showers, and a group picnic area. The types of vehicles used in this park are trucks, motorcycles, 4-wheel drive vehicles, and dune buggies. Visitors to the park are challenged to hill climbs, water hazards, and rugged trails.

Since the fire on July 22, 2003, Frank Raines Regional Park resources continue to recover. Trails on the upper 800 acres of the OHV area had suffered significant damage and the entire park was closed temporarily to assess damages. On October 17, 2003, approximately 200 acres of the OHV area were re-opened to the public. Since October 2006, the park's lower 800 acres have been open to the public for OHV use.

La Grange Regional Park, OHV area (Attachment E) is located at 2315 South Old La Grange Road, La Grange, California. This OHV area offers undeveloped camping and approximately 150 acres of land open to off-highway vehicle riding. Additionally, La Grange OHV offers riders a motocross style course and a dedicated area for young beginners with OHV's under 90cc. Most of the trails system at La Grange OHV area is rated for beginners to intermediate riders.

Visitors to the La Grange OHV area are challenged to soft sandy soil, water hazards, and hill climbs. There has been a recent addition of an intermediate track for users between the ages of ten and fifteen years old. Visitors can expect to enjoy groomed trails and competitive tracks, campgrounds, restrooms, shade trees, benches, and barbecues.

Individuals and several off-road vehicle enthusiast groups enjoy the OHV area including but not limited to: the Over the Hill Gang, Modesto 4-wheel Drive, California Motor Cross Association, East Bay High Tailers, American Motocross Promotions, Mutant Motor Sports, A.M.P. Racing, Merced Dirt Riders, and the California Outdoor Recreation Vehicle Association (CORVA).

The State of California Resources Agency, Department of Parks and Recreation, administers the Off-Highway Vehicle (OHV) Grant Program providing funding to cities, counties, and appropriate districts and non-profit organizations delivering OHV recreation and OHV-related activities. An OHV is defined in the California Vehicle Code as a motorcycle, snowmobile, all-terrain vehicle, jeep, sand buggy or dune buggy, and any street licensed motor vehicles being used off-highway. The Off-Highway Motor Vehicle Recreation Act of 2003 authorizes the allocation of grant funds for the purpose of establishing, maintaining, managing and rehabilitating OHV areas, trails and facilities in California.

On April 28, 2009, the Stanislaus County Board of Supervisors authorized the Director of Parks and Recreation to apply for a grant through the California State Parks OHV Recreation Division 2008-2009 Grant Program for Ground Operations at La Grange and Frank Raines OHV Areas.

The County provides general fund contributions for both facilities including law enforcement services, service and supplies, vehicle expenses, and staffing costs. Fees are collected for camping, dogs, recreation hall use, OHV use, exclusive use, and contract agreements. All

Approval To Accept Funding in the Amount of \$374,000 for Fiscal Year 2009-2010 from the California State Parks Off-Highway Vehicle (OHV) Recreation Division Grant Program for Ground Operations at La Grange and Frank Raines Off-Highway Vehicle Areas

revenues collected support the maintenance and operations of both facilities and generate approximately \$87,000 annually. By using a special revenue fund budget unit, the Department will have the ability to transfer revenues collected from these two facilities during each fiscal year to offset the needed match requirement to accept grant awards in the future.

There is a possibility that other public and private organizations or individuals may be interested in supporting the maintenance and operations of the OHV areas. Staff is recommending if such entities are willing to donate funding for the areas, funds will be deposited in the special revenue budget unit.

As a result of the budget reductions included as part of the 2009-2010 Final Budget, severely reduced services would have been implemented at Frank Raines OHV area, Deer Creek Campground, and the Recreation Hall. During the OHV season (October through May), the OHV area would only be open to the public on weekends with complete closure Monday through Thursday. The campground restrooms would only be open when staff is present. Staff would complete litter and debris removal once per week and water would be turned off completely. The recreation hall would not be available for rental and the facility would be boarded to reduce vandalism of windows and doors. All turf or maintained trees and shrubs would not be irrigated or maintained. Graffiti clean-up would only occur once per quarter while vandalism repairs and replacement to the entrance station or iron ranger, a self-monitoring pay as you go kiosk, would be completed only if necessary for revenue collection or relative to health and safety.

With this grant award, the OHV area will now be open seven days a week. Campground restrooms will be opened and maintained during the OHV season, litter and debris removal will occur continuously, and water will be turned on. The Recreation Hall will be available for rental; turf and landscaped areas will be irrigated and maintained. Graffiti will be cleaned up routinely while vandalism repairs and entrance station or iron ranger replacement will be completed as needed.

Reduced services at the La Grange OHV area, as part of the Final Budget would have been minimal as this facility continues to operate in a self-sustaining mode. This is due to the fact that the OHV area is open to the public year round; a contractual agreement to groom and maintain the track exists during OHV season; collection of fees continue through the iron ranger; and only undeveloped campsites exists.

Additionally, staff maintaining the OHV area continue to maintain other areas of La Grange Regional Park including the dredge area, Kiwanis Camp, Joe Domecq Wildlife Area, Roberts Ferry, La Grange, and French Bar cemeteries, numerous cultural sites including the La Grange Museum area, the School House area, Basso and Old La Grange Bridges, Turlock Lake and Basso Fishing Access Areas and an additional 225 acres of river bottom area along the Tuolumne River. All of the above facilities are supported by general fund and are intertwined with the Modesto Reservoir's General Fund portion of the Department budget and are not separated by individual fund accounts.

Approval To Accept Funding in the Amount of \$374,000 for Fiscal Year 2009-2010 from the California State Parks Off-Highway Vehicle (OHV) Recreation Division Grant Program for Ground Operations at La Grange and Frank Raines Off-Highway Vehicle Areas

With this grant award, La Grange OHV area will be staffed for revenue collections, customer service will not be affected, litter and debris removal will occur, restrooms will be cleaned and maintained, graffiti cleaned up, vandalism issues repaired and replaced, and maintenance projects completed.

This grant award allows the Department to continue to maintain and operate its special recreation areas at minimal cost to the County. These additional resources compliment the OHV areas and surrounding supportive infrastructure.

POLICY ISSUE(S):

The Board of Supervisors should consider whether approval of this request to accept the grant award supports the Board of Supervisors' priority of effective partnerships, a well-planned infrastructure system, and efficient delivery of public services.

STAFFING IMPACTS:

The recommended action will fund approximately 5,000 hours of additional extra help staff and reimburse 75% of the County's total cost of a Parks Maintenance Worker III beginning July 1, 2009.

CONTACT PERSON:

Sonya K. Harrigfeld, Director or Margarita D. Ramos, Deputy Director.
Telephone: 209-525-6770.

ATTACHMENT 1

**Project Cost Estimate for
Agency: Stanislaus County Parks and Recreation Department
Application: Ground Operations - La Grange**

APPLICANT NAME :	Stanislaus County Parks and Recreation Department		
PROJECT TITLE :	Ground Operations - La Grange	PROJECT NUMBER (Division use only) :	G08-03-20-G02
PROJECT TYPE :	<input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Education & Safety <input checked="" type="checkbox"/> Ground Operations <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Planning <input type="checkbox"/> Restoration		
PROJECT DESCRIPTION :	The project consists of OHV related ground operations within the jurisdiction of the Stanislaus County, La Grange OHV park. Activities include, but are not limited to, fee collection, bathroom cleaning, general facility maintenance, mowing, edging and water system maintenance and testing. The agreements provides for support of personnel and purchase of equipment and/or hand tools.		

	Line Item	Qty	Rate	UOM	Grant Request	Match	Total
DIRECT EXPENSES							
Program Expenses							
1	Staff						
	Senior Maintenance Worker	640.000	49.890	HRS	23,947.25	7,982.75	31,930.00
	Park Maintenance Worker	640.000	39.480	HRS	18,950.25	6,316.75	25,267.00
	Park Maintenance Worker	960.000	31.950	HRS	23,004.00	7,668.00	30,672.00
	Seasonal Maintenance Worker	480.000	13.720	HRS	4,939.50	1,646.50	6,586.00
	Total for Staff				70,841.00	23,614.00	94,455.00
2	Contracts						
	Other-Asphalt Striping	1.000	1500.000	YR	1,125.00	375.00	1,500.00
3	Materials / Supplies						
	Fencing Supplies	1.000	8500.000	YR	6,375.00	2,125.00	8,500.00
	Other-Vehicle & Riding Area Materials	1.000	12000.000	YR	9,000.00	3,000.00	12,000.00
	Other-Office & Entrance Station	1.000	800.000	YR	600.00	200.00	800.00
	Other-Signage	1.000	500.000	YR	375.00	125.00	500.00
	Janitorial	1.000	400.000	YR	300.00	100.00	400.00
	Other-Erosion Control Supplies	1.000	1800.000	YR	1,350.00	450.00	1,800.00

ATTACHMENT 1

**Project Cost Estimate for
Agency: Stanislaus County Parks and Recreation Department
Application: Ground Operations - La Grange**

	Line Item	Qty	Rate	UOM	Grant Request	Match	Total
	Other-Vandalism Repair	1.000	3000.000	YR	2,250.00	750.00	3,000.00
	Other-Structures & Grounds	1.000	5000.000	YR	3,750.00	1,250.00	5,000.00
	Irrigation Parts	1.000	1000.000	YR	750.00	250.00	1,000.00
	Other-Water System Testing & Maintance	1.000	150.000	YR	112.50	37.50	150.00
	Other-Small Tools & Equipment	1.000	1500.000	YR	1,125.00	375.00	1,500.00
	Total for Materials / Supplies				25,987.50	8,662.50	34,650.00
4	Equipment Use Expenses						
	Equipment Rental	1.000	1500.000	YR	1,125.00	375.00	1,500.00
	Other-Diesel Emissions PM Filters	2.000	12000.000	YR	18,000.00	6,000.00	24,000.00
	Total for Equipment Use Expenses				19,125.00	6,375.00	25,500.00
5	Equipment Purchases						
	Other-Projector	1.000	1000.000	YR	750.00	250.00	1,000.00
6	Others						
	Utilities Notes : Increase from last years grant - 15%	12.000	82.490	MOS	742.50	247.50	990.00
	Other-Cell Phone/Call Box	12.000	180.000	MOS	1,620.00	540.00	2,160.00
	Total for Others				2,362.50	787.50	3,150.00
7	Administrative Costs						
	Adjustments (Rounded)	0.000	0.000		-191.00	0.00	-191.00
	Total Program Expenses				120,000.00	40,064.00	160,064.00
	TOTAL DIRECT EXPENSES				120,000.00	40,064.00	160,064.00
	TOTAL EXPENDITURES				120,000.00	40,064.00	160,064.00
TOTAL PROJECT AWARD (Rounded to the nearest \$1000)					120,000.00		

ATTACHMENT 2

Project Agreement General Provisions (Local Agencies Only)

A. Definitions

1. The term "State" as used herein means the California State 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 which is described on Attachment 1 of this agreement and in the Project Application, which is hereby incorporated into this agreement by reference.
4. The term "Application" as used herein means the individual Project Application and its required attachments 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 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. 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 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. 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.

ATTACHMENT 2

4. If the Project includes acquisition of real property, and the cost of which is to be reimbursed with Grant moneys under this agreement, shall as required thereby, 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.
5. 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. Grantee agrees to furnish the State additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

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. Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of 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:

1. If the Project includes acquisition of real property, the State shall disburse to 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.

State will disburse the amount of the State approved purchase price together with State approved costs of acquisition. The State may elect to make disbursement for deposit into escrow.

2. If the Project includes development, after approval by State of Grantee's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Grantee upon receipt and approval by State of a statement of incurred costs from Grantee, the amount of such approved incurred costs shown on such statement, not to exceed the State Grant amount set forth on page 1 of this agreement, or any remaining portion of such Grant amount to the extent of such statement. Grantee, upon a showing that the Project may not proceed without advance funding, may request advance payment of those funds needed up to a maximum of ninety (90) percent of the State Grant amount allocated for development upon receipt and approval by State of Grantee plans, specifications and estimates or Force Account Schedule.

The statements to be submitted by Grantee shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account. Statements shall not be submitted, nor shall State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

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 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.

ATTACHMENT 2

3. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. The Grantee may be provided advanced payments for Grants but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance. The Grantee shall place such moneys in a separate interest bearing account, 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.

5. 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

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.
3. Failure of the Grantee to comply with the terms of this agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. 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.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of 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. 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. 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 State, its officers, agents and employees.
2. The Grantee shall protect indemnify, hold harmless and defend 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

ATTACHMENT 2

under Government code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of State, its officers, or employees.

3. In the event 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 State in the legal action unless 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 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 has been completed and a report published.
2. During regular office hours each of the parties 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 property acquired or developed with Grant moneys under this agreement shall be used by the Grantee only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall without cost to State, except as may be otherwise provided in this 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 provisions of this agreement, the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other provision of law which may be applicable to such operation and maintenance.
3. 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.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project agreement.

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.

ATTACHMENT 2

K. Severability

1. If a provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this 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.

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G08-03-20-G02 PROJECT TYPE: Ground Operations

GRANTEE: Stanislaus County Parks and Recreation Department

PROJECT TITLE: Ground Operations - La Grange

PROJECT PERFORMANCE PERIOD: FROM 07/01/2009 THROUGH 06/30/2010

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$120,000.00 (One Hundred Twenty Thousand 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: Phil Jenkins
TITLE:	TITLE: Chief, OHMVR Division
DATE:	DATE:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-08-048		VENDOR NUMBER: 4000000038-00		FUND: Off-Highway Vehicle Trust Fund	
INDEX: 1550	OBJECT CODE: 702	PCA: 62864	CONTRACT AMOUNT: 120,000.00	APPROPRIATION: Local Assistance	
ITEM: 3790-101-0263		CHAPTER: 268/08	STATUTE: 2008	FISCAL YEAR: 2009/2010	

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

APPROVED AS TO FORM:
 STANISLAUS COUNTY COUNSEL
 BY



ATTACHMENT 1

**Project Cost Estimate for
Agency: Stanislaus County Parks and Recreation Department
Application: Ground Operations - Frank Raines**

APPLICANT NAME :	Stanislaus County Parks and Recreation Department		
PROJECT TITLE :	Ground Operations - Frank Raines	PROJECT NUMBER (Division use only) :	G08-03-20-G01
PROJECT TYPE :	<input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Education & Safety <input checked="" type="checkbox"/> Ground Operations <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Planning <input type="checkbox"/> Restoration		
PROJECT DESCRIPTION :	The project consists of OHV related ground operations within the jurisdiction of the Stanislaus County, Frank Raines OHV park. Activities include, but are not limited to, fee collection, bathroom cleaning, general facility maintenance, mowing, edging and water system maintenance and testing. The agreements provides for support of personnel and purchase of equipment and/or hand tools.		

	Line Item	Qty	Rate	UOM	Grant Request	Match	Total
DIRECT EXPENSES							
Program Expenses							
1	Staff						
	Senior Maintenance Worker	2080.000	43.700	HRS	68,172.00	22,724.00	90,896.00
	Park Maintenance Worker	2080.000	39.120	HRS	61,027.00	20,343.00	81,370.00
	Seasonal Maintenance Worker	1040.000	13.720	HRS	10,702.00	3,567.00	14,269.00
	Seasonal Maintenance Worker	1040.000	13.720	HRS	10,702.00	3,567.00	14,269.00
	Total for Staff				150,603.00	50,201.00	200,804.00
2	Contracts						
	Other-Heavy Equipment and Operator	12.000	3335.000	MOS	30,015.00	10,005.00	40,020.00
	Other-Bridgework	1.000	50000.000	EA	37,500.00	12,500.00	50,000.00
	Total for Contracts				67,515.00	22,505.00	90,020.00
3	Materials / Supplies						
	Other-Maintenance	1.000	5000.000	YR	3,750.00	1,250.00	5,000.00
	Other-Iron Ranger	1.000	600.000	YR	450.00	150.00	600.00
	Janitorial	1.000	750.000	YR	562.50	187.50	750.00
	Other-Office Supplies	1.000	2500.000	YR	1,875.00	625.00	2,500.00
	Other-signs	1.000	2000.000	YR	1,500.00	500.00	2,000.00

ATTACHMENT 1

**Project Cost Estimate for
Agency: Stanislaus County Parks and Recreation Department
Application: Ground Operations - Frank Raines**

	Line Item	Qty	Rate	UOM	Grant Request	Match	Total
	Water System Chlorine	1.000	2000.000	YR	1,500.00	500.00	2,000.00
	Total for Materials / Supplies				9,637.50	3,212.50	12,850.00
4	Equipment Use Expenses						
	Other-4x4 Trucks	3.000	3000.000	EA	6,750.00	2,250.00	9,000.00
	Other-ATV's	2.000	1000.000		1,500.00	500.00	2,000.00
	Total for Equipment Use Expenses				8,250.00	2,750.00	11,000.00
5	Equipment Purchases						
	Other-Small Equipment	1.000	5000.000	YR	3,750.00	1,250.00	5,000.00
	Other-Pumping water Trailer	1.000	8000.000	YR	6,000.00	2,000.00	8,000.00
	Total for Equipment Purchases				9,750.00	3,250.00	13,000.00
6	Others						
	Utilities Notes : Increased by 15% from last years total of \$8,000.	1.000	9200.000	YR	6,900.00	2,300.00	9,200.00
	Other-Telephone Notes : Increase of 15% from last years total of \$800.00	1.000	920.000	YR	690.00	230.00	920.00
	Other-Internet Notes : Increase of 15% over last years cost of \$800.00	1.000	920.000	YR	690.00	230.00	920.00
	Total for Others				8,280.00	2,760.00	11,040.00
7	Administrative Costs						
	Adjustments (Rounded)	0.000	0.000		-35.50	0.00	-35.50
	Total Program Expenses				254,000.00	84,678.50	338,678.50
	TOTAL DIRECT EXPENSES				254,000.00	84,678.50	338,678.50
	TOTAL EXPENDITURES				254,000.00	84,678.50	338,678.50

TOTAL PROJECT AWARD (Rounded to the nearest \$1000)	254,000.00
--	-------------------

ATTACHMENT 2

Project Agreement General Provisions (Local Agencies Only)

A. Definitions

1. The term "State" as used herein means the California State 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 which is described on Attachment 1 of this agreement and in the Project Application, which is hereby incorporated into this agreement by reference.
4. The term "Application" as used herein means the individual Project Application and its required attachments 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 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. 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 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. 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.

ATTACHMENT 2

4. If the Project includes acquisition of real property, and the cost of which is to be reimbursed with Grant moneys under this agreement, shall as required thereby, 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.
5. 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. Grantee agrees to furnish the State additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

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. Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of 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:

1. If the Project includes acquisition of real property, the State shall disburse to 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.

State will disburse the amount of the State approved purchase price together with State approved costs of acquisition. The State may elect to make disbursement for deposit into escrow.

2. If the Project includes development, after approval by State of Grantee's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Grantee upon receipt and approval by State of a statement of incurred costs from Grantee, the amount of such approved incurred costs shown on such statement, not to exceed the State Grant amount set forth on page 1 of this agreement, or any remaining portion of such Grant amount to the extent of such statement. Grantee, upon a showing that the Project may not proceed without advance funding, may request advance payment of those funds needed up to a maximum of ninety (90) percent of the State Grant amount allocated for development upon receipt and approval by State of Grantee plans, specifications and estimates or Force Account Schedule.

The statements to be submitted by Grantee shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account. Statements shall not be submitted, nor shall State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

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 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.

ATTACHMENT 2

3. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. The Grantee may be provided advanced payments for Grants but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance. The Grantee shall place such moneys in a separate interest bearing account, 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.

5. 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

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.
3. Failure of the Grantee to comply with the terms of this agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. 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.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of 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. 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. 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 State, its officers, agents and employees.
2. The Grantee shall protect indemnify, hold harmless and defend 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

ATTACHMENT 2

under Government code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of State, its officers, or employees.

3. In the event 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 State in the legal action unless 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 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 has been completed and a report published.
2. During regular office hours each of the parties 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 property acquired or developed with Grant moneys under this agreement shall be used by the Grantee only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall without cost to State, except as may be otherwise provided in this 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 provisions of this agreement, the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other provision of law which may be applicable to such operation and maintenance.
3. 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 Chapple-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.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project agreement.

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.

ATTACHMENT 2

K. Severability

1. If a provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this 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.

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G08-03-20-G01 PROJECT TYPE: Ground Operations

GRANTEE: Stanislaus County Parks and Recreation Department

PROJECT TITLE: Ground Operations - Frank Raines

PROJECT PERFORMANCE PERIOD: FROM 07/01/2009 THROUGH 06/30/2010

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$254,000.00 (Two Hundred Fifty Four Thousand 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: Phil Jenkins
TITLE:	TITLE: Chief, OHMVR Division
DATE:	DATE:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)


CONTRACT NUMBER: C32-08-030		VENDOR NUMBER: 4000000038-00		FUND: Off-Highway Vehicle Trust Fund	
INDEX: 1550	OBJECT CODE: 702	PCA: 62684	CONTRACT AMOUNT: 254,000.00	APPROPRIATION: Local Assistance	
ITEM: 3790-101-0263		CHAPTER: 268/08	STATUTE: 2008	FISCAL YEAR: 2009/2010	

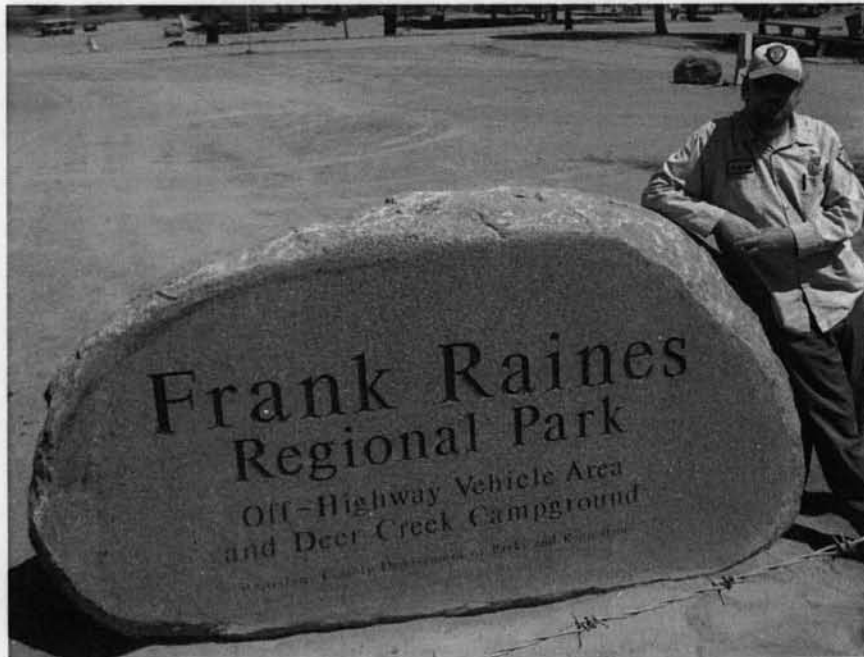
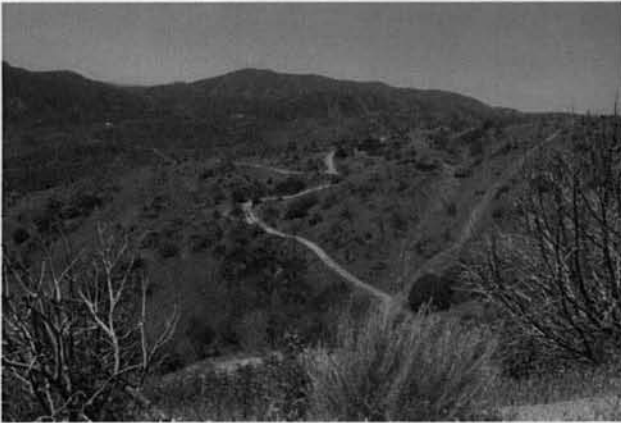
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

APPROVED AS TO FORMS:
STANISLAUS COUNTY COUNSEL
BY







Deer Creek Campgrounds
Frank Raines Regional Park



La Grange Off-Highway Vehicle Area



Attachment E

**County of Stanislaus: Auditor-Controller
Legal Budget Journal**


Database
Set of Books

FMS11IDB.CO.STANISLAUS.CA.US.PROD
County of Stanislaus

Balance Type		Budget
Category	* List - Text	Budget - Upload
Source	* List - Text	
Currency	* List - Text	USD
Budget Name	List - Text	LEGAL BUDGET
Batch Name	Text	
Journal Name	Text	
Journal Description	Text	Increase appropriations
Journal Reference	Text	PKS-Frank Raines
Organization	List - Text	Stanislaus Budget Org

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description
								incr appropriations decr est revenue (format > number > general)		decr appropriations incr est revenue			
			60010	0000000	000000	000000	00000		12850			Sep-09	Increase appropriati
			60400	0000000	000000	000000	00000		920			Sep-09	Increase appropriati
			62990	0000000	000000	000000	00000		24000			Sep-09	Increase appropriati
			63280	0000000	000000	000000	00000		90020			Sep-09	Increase appropriati
			67200	0000000	000000	000000	00000		9200			Sep-09	Increase appropriati
			73710	0000000	000000	000000	00000		200768.5			Sep-09	Increase appropriati
			60440	0000000	000000	000000	00000		920			Sep-09	Increase appropriati
	2101	0035511	85850	0000000	000000	000000	00000		42718.48				Increase appropriati
	2109	0035531	85850	0000000	000000	000000	00000		18059.63				Increase appropriati
	1702	0035451	85850	0000000	000000	000000	00000		23900.39				Increase appropriati
			46600	0000000	000000	000000	00000				84678.5		Increase revenue
			25000	0000000	000000	000000	00000				254000		Increase revenue
Totals:								423357		338678.5			

Explanation: To set up appropriations for Frank Raines OHV.

Requesting Department		CEO		Data Entry		Auditors Office Only	
Jennifer Figueroa		Raul Mendez					
Signature		Signature		Keyed by		Prepared By	
9/2/ 2009		9/2/2009				 Approved By	
Date		Date		Date		Date	

County of Stanislaus: Auditor-Controller

Legal Budget Journal

Database
Set of Books

FMS11IDB.CO.STANISLAUS.CA.US.PROD
County of Stanislaus

Balance Type		Budget
Category	* List - Text	Budget - Upload
Source	* List - Text	
Currency	* List - Text	USD
Budget Name	List - Text	LEGAL BUDGET
Batch Name	Text	
Journal Name	Text	
Journal Description	Text	Increase appropriations
Journal Reference	Text	PKS-La Grange
Organization	List - Text	Stanislaus Budget Org

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other		Debit		Credit		Period	Line Description
									incr appropriations decr est revenue (format > number > general)		decr appropriations incr est revenue			
R			60010	0000000	000000	000000	00000		34650				Sep-09	Increase appropriati
R			60400	0000000	000000	000000	00000		2160				Sep-09	Increase appropriati
R			62990	0000000	000000	000000	00000		18500				Sep-09	Increase appropriati
R			63280	0000000	000000	000000	00000		1500				Sep-09	Increase appropriati
R			67200	0000000	000000	000000	00000		990				Sep-09	Increase appropriati
R			73710	0000000	000000	000000	00000		94264				Sep-09	Increase appropriati
R			81000	0000000	000000	000000	00000		8000				Sep-09	Increase appropriati
R	2101	0035511	85850	0000000	000000	000000	00000		20189.32					Increase appropriati
R	2109	0035531	85850	0000000	000000	000000	00000		8535.22					Increase appropriati
R	1702	0035451	85850	0000000	000000	000000	00000		11339.46					Increase appropriati
R			46600	0000000	000000	000000	00000				40064			Increase revenue
R			25000	0000000	000000	000000	00000				120000			Increase revenue

Totals:	200128	160064
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Explanation: To set up appropriations for La Grange OHV.

Requesting Department	CEO	Data Entry	Auditors Office Only
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Jennifer Figueroa Signature 9/2/ 2009 Date	Raul Mendez Signature 9/2/2009 Date	Keyed by Date	Prepared By Date <div style="text-align: right;"> Approved By Date </div>
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October 29, 2009

Ms. Margarita Ramos, Deputy Director
Stanislaus County Parks and Recreation
3800 Cornucopia Way, Suite C
Modesto, CA 95358

Dear Ms. Ramos:

Subject: Stanislaus County Parks and Recreation Department –

**Ground Operations – Frank Raines OHV Park
Project Agreement Number: G08-03-20-G01**

**Ground Operations – La Grange OHV Park
Project Agreement Number: G08-03-20-G02**

Enclosed are your copies of the fully executed project agreements for the Off-Highway Motor Vehicle Recreation (OHMVR) grant project referenced above.

Also enclosed is a copy of the Payment Request form (DPR 364) to be used to request reimbursement of funds for the 2008/2009 Project Agreement. An electronic version of this form is available on our website at www.ohv.parks.ca.gov under 'Grant Payment Forms' on the Grants page.

For additional information regarding project administration procedures, please reference the OHMVR 2008 Grants and Cooperative Agreements Program Regulations.

If you have questions, please contact me at (916) 323-0954 or by e-mail at mhoshida@parks.ca.gov.

Sincerely,

Meriko Hoshida

Enclosures

BOARD OF SUPERVISORS
2010 DEC - 8 A 11:48

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G08-03-20-G01 PROJECT TYPE: Ground Operations

GRANTEE: Stanislaus County Parks and Recreation Department

PROJECT TITLE: Ground Operations - Frank Raines

PROJECT PERFORMANCE PERIOD: FROM 07/01/2009 THROUGH 06/30/2010

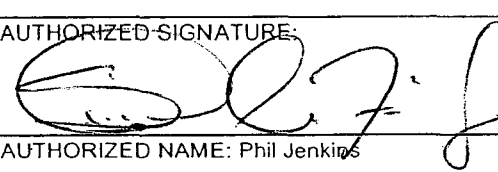
MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$254,000.00 (Two Hundred Fifty Four Thousand and 00/100)

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: Phil Jenkins <i>for</i>
TITLE:	TITLE: Chief, OHMVR Division
DATE:	DATE: 10-14-09

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-08-030		VENDOR NUMBER: 4000000038-00		FUND: Off-Highway Vehicle Trust Fund	
INDEX: 1550	OBJECT CODE: 702	PCA: 62664	CONTRACT AMOUNT: 254,000.00	APPROPRIATION: Local Assistance	
ITEM: 3790-101-0263		CHAPTER: 268/08	STATUTE: 2008	FISCAL YEAR: 2009/2010	

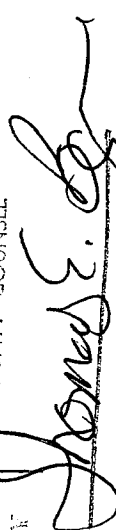
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:



10/22/09

APPROVED AS TO FORM:
 STANISLAUS COUNTY COUNSEL
 BY: 

Grantee

ATTACHMENT 1

**Project Cost Estimate for
Agency: Stanislaus County Parks and Recreation Department
Application: Ground Operations - Frank Raines**

APPLICANT NAME :	Stanislaus County Parks and Recreation Department		
PROJECT TITLE :	Ground Operations - Frank Raines	PROJECT NUMBER (Division use only) :	G08-03-20-G01
PROJECT TYPE :	<input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Education & Safety <input checked="" type="checkbox"/> Ground Operations <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Planning <input type="checkbox"/> Restoration		
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	Total for Staff				150,603.00	50,201.00	200,804.00
2	Contracts						
	Other-Heavy Equipment and Operator	12.000	3335.000	MOS	30,015.00	10,005.00	40,020.00
	Other-Bridgework	1.000	50000.000	EA	37,500.00	12,500.00	50,000.00
	Total for Contracts				67,515.00	22,505.00	90,020.00
3	Materials / Supplies						
	Other-Maintenance	1.000	5000.000	YR	3,750.00	1,250.00	5,000.00
	Other-Iron Ranger	1.000	600.000	YR	450.00	150.00	600.00
	Janitorial	1.000	750.000	YR	562.50	187.50	750.00
	Other-Office Supplies	1.000	2500.000	YR	1,875.00	625.00	2,500.00
	Other-signs	1.000	2000.000	YR	1,500.00	500.00	2,000.00

ATTACHMENT 1

**Project Cost Estimate for
Agency: Stanislaus County Parks and Recreation Department
Application: Ground Operations - Frank Raines**

	Line Item	Qty	Rate	UOM	Grant Request	Match	Total
	Water System Chlorine	1.000	2000.000	YR	1,500.00	500.00	2,000.00
	Total for Materials / Supplies				9,637.50	3,212.50	12,850.00
4	Equipment Use Expenses						
	Other-4x4 Trucks	3.000	3000.000	EA	6,750.00	2,250.00	9,000.00
	Other-ATV's	2.000	1000.000		1,500.00	500.00	2,000.00
	Total for Equipment Use Expenses				8,250.00	2,750.00	11,000.00
5	Equipment Purchases						
	Other-Small Equipment	1.000	5000.000	YR	3,750.00	1,250.00	5,000.00
	Other-Pumping water Trailer	1.000	8000.000	YR	6,000.00	2,000.00	8,000.00
	Total for Equipment Purchases				9,750.00	3,250.00	13,000.00
6	Others						
	Utilities Notes : Increased by 15% from last years total of \$8,000	1.000	9200.000	YR	6,900.00	2,300.00	9,200.00
	Other-Telephone Notes : Increase of 15% from last years total of \$800.00	1.000	920.000	YR	690.00	230.00	920.00
	Other-Internet Notes : Increase of 15% over last years cost of \$800.00	1.000	920.000	YR	690.00	230.00	920.00
	Total for Others				8,280.00	2,760.00	11,040.00
7	Administrative Costs						
	Adjustments (Rounded)	0.000	0.000		-35.50	0.00	-35.50
	Total Program Expenses				254,000.00	84,678.50	338,678.50
	TOTAL DIRECT EXPENSES				254,000.00	84,678.50	338,678.50
	TOTAL EXPENDITURES				254,000.00	84,678.50	338,678.50

TOTAL PROJECT AWARD (Rounded to the nearest \$1000)	254,000.00
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PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G08-03-20-G02 PROJECT TYPE: Ground Operations

GRANTEE: Stanislaus County Parks and Recreation Department

PROJECT TITLE: Ground Operations - La Grange

PROJECT PERFORMANCE PERIOD: FROM 07/01/2009 THROUGH 06/30/2010


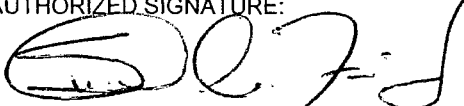
MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$120,000.00 (One Hundred Twenty Thousand and 00/100)

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: Phil Jenkins for
TITLE:	TITLE: Chief, OHMVR Division
DATE: 10-12-09	DATE: 10-14-09

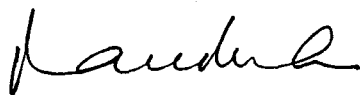
CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-08-048		VENDOR NUMBER: 4000000038-00		FUND: Off-Highway Vehicle Trust Fund
INDEX: 1550	OBJECT CODE: 702	PCA: 62664	CONTRACT AMOUNT: 120,000.00	APPROPRIATION: Local Assistance
ITEM: 3790-101-0263		CHAPTER: 268/08	STATUTE: 2008	FISCAL YEAR: 2009/2010

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:



10/22/09

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY



Grantee

ATTACHMENT 1

**Project Cost Estimate for
Agency: Stanislaus County Parks and Recreation Department
Application: Ground Operations - La Grange**

APPLICANT NAME :	Stanislaus County Parks and Recreation Department		
PROJECT TITLE :	Ground Operations - La Grange	PROJECT NUMBER (Division use only) :	G08-03-20-G02
PROJECT TYPE :	<input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Education & Safety <input checked="" type="checkbox"/> Ground Operations <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Planning <input type="checkbox"/> Restoration		
PROJECT DESCRIPTION :	The project consists of OHV related ground operations within the jurisdiction of the Stanislaus County, La Grange OHV park. Activities include, but are not limited to, fee collection, bathroom cleaning, general facility maintenance, mowing, edging and water system maintenance and testing. The agreements provides for support of personnel and purchase of equipment and/or hand tools.		

	Line Item	Qty	Rate	UOM	Grant Request	Match	Total
DIRECT EXPENSES							
Program Expenses							
1	Staff						
	Senior Maintenance Worker	640.000	49.890	HRS	23,947.25	7,982.75	31,930.00
	Park Maintenance Worker	640.000	39.480	HRS	18,950.25	6,316.75	25,267.00
	Park Maintenance Worker	960.000	31.950	HRS	23,004.00	7,668.00	30,672.00
	Seasonal Maintenance Worker	480.000	13.720	HRS	4,939.50	1,646.50	6,586.00
	Total for Staff				70,841.00	23,614.00	94,455.00
2	Contracts						
	Other-Asphalt Striping	1.000	1500.000	YR	1,125.00	375.00	1,500.00
3	Materials / Supplies						
	Fencing Supplies	1.000	8500.000	YR	6,375.00	2,125.00	8,500.00
	Other-Vehicle & Riding Area Materials	1.000	12000.000	YR	9,000.00	3,000.00	12,000.00
	Other-Office & Entrance Station	1.000	800.000	YR	600.00	200.00	800.00
	Other-Signage	1.000	500.000	YR	375.00	125.00	500.00
	Janitorial	1.000	400.000	YR	300.00	100.00	400.00
	Other-Erosion Control Supplies	1.000	1800.000	YR	1,350.00	450.00	1,800.00

ATTACHMENT 1

**Project Cost Estimate for
Agency: Stanislaus County Parks and Recreation Department
Application: Ground Operations - La Grange**

	Line Item	Qty	Rate	UOM	Grant Request	Match	Total
	Other-Vandalism Repair	1.000	3000.000	YR	2,250.00	750.00	3,000.00
	Other-Structures & Grounds	1.000	5000.000	YR	3,750.00	1,250.00	5,000.00
	Irrigation Parts	1.000	1000.000	YR	750.00	250.00	1,000.00
	Other-Water System Testing & Maintance	1.000	150.000	YR	112.50	37.50	150.00
	Other-Small Tools & Equipment	1.000	1500.000	YR	1,125.00	375.00	1,500.00
	Total for Materials / Supplies				25,987.50	8,662.50	34,650.00
4	Equipment Use Expenses						
	Equipment Rental	1.000	1500.000	YR	1,125.00	375.00	1,500.00
	Other-Diesel Emissions PM Filters	2.000	12000.000	YR	18,000.00	6,000.00	24,000.00
	Total for Equipment Use Expenses				19,125.00	6,375.00	25,500.00
5	Equipment Purchases						
	Other-Projector	1.000	1000.000	YR	750.00	250.00	1,000.00
6	Others						
	Utilities Notes : Increase from last years grant - 15%	12.000	82.490	MOS	742.50	247.50	990.00
	Other-Cell Phone/Call Box	12.000	180.000	MOS	1,620.00	540.00	2,160.00
	Total for Others				2,362.50	787.50	3,150.00
7	Administrative Costs						
	Adjustments (Rounded)	0.000	0.000		-191.00	0.00	-191.00
	Total Program Expenses				120,000.00	40,064.00	160,064.00
	TOTAL DIRECT EXPENSES				120,000.00	40,064.00	160,064.00
	TOTAL EXPENDITURES				120,000.00	40,064.00	160,064.00

TOTAL PROJECT AWARD (Rounded to the nearest \$1000)	120,000.00
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