

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

DEPT: Environmental Resources/Parks & Recreation

BOARD AGENDA # \*B-1

Urgent

Routine

AGENDA DATE November 6, 2012

CEO Concur with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval for the Director of the Departments of Environmental Resources and Parks and Recreation to Enter Into and Sign Routine Grant Agreements and Contracts for Various State Programs and the Annual Independence Day Fireworks Display for Fiscal Year 2013-2014

STAFF RECOMMENDATIONS:

1. Authorize the Director of the Departments of Environmental Resources and Parks and Recreation to apply for, enter into and sign the routine Fiscal Year 2013-2014 grant agreements and contracts for various State programs and the Annual Independence Day Fireworks Display as outlined in the discussion section of this item.
2. Authorize the Director of the Departments of Environmental Resources and Parks and Recreation to approve and sign any amendments to the routine Fiscal Year 2013-2014 grant agreements and contracts for various State programs and the Annual Independence Day Fireworks Display as outlined in the discussion section of this item.

(Continued on next page)

FISCAL IMPACT:

State agreements and contracts detailed in this item represent approximately \$599,000 in payments and reimbursements to the Department of Environmental Resources and approximately \$705,000 for the Department of Parks and Recreation for Fiscal Year 2013-2014 program activities. Revenue estimates are included in each program discussion and if State contract amounts vary significantly from anticipated revenue, the Department(s) will return to request separate Board of Supervisors' approval.

(Continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2012-552

On motion of Supervisor Monteith, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini and Chairman O'Brien

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 for the Director of the Departments of Environmental Resources and Parks and Recreation to Enter Into and Sign Routine Grant Agreements and Contracts for Various State Programs and the Annual Independence Day Fireworks Display for Fiscal Year 2013-2014

RECOMMENDATIONS (Continued):

3. Adopt a Resolution to authorize the Director of the Department of Environmental Resources to apply for a Waste Tire Cleanup and Amnesty Event Grant and a Waste Tire Enforcement Grant from the California Department of Resources Recycling and Recovery for Fiscal Year 2013-2014 to promote the administration of a regional waste tire enforcement program and the cleanup and recycling of waste tires.
4. Authorize the submittal of a joint funding request to the California Department of Resources Recycling and Recovery for a Waste Tire Cleanup and Amnesty Event Grant, and for a Waste Tire Enforcement Grant on behalf of participating cities and the unincorporated areas of Stanislaus County.
5. Adopt a Resolution to authorize the Director of the Department of Parks and Recreation to apply for an Off-Highway Vehicle Grant from the California Department of Parks and Recreation for Fiscal Year 2013-2014 for development, maintenance, administration, and related activities at the Frank Raines and LaGrange Regional Parks.
6. Authorize the Director of the Department of Parks and Recreation to enter into and sign contracts for the Annual Independence Day Fireworks Display held at Woodward Reservoir Park for Fiscal Year 2013-2014.
7. Adopt a Resolution to authorize the Director of the Departments of Environmental Resources and Parks and Recreation to apply for incentive funds from the San Joaquin Valley Air Pollution Control District for the purchase of low emissions equipment and vehicles for Fiscal Year 2013-2014, to promote cleaner air in the valley.

FISCAL IMPACT (Continued):

If approved, revenue estimates and appropriations associated with these agreements and contracts will be submitted in the Fiscal Year 2013-2014 Proposed Budget or a subsequent quarterly budget adjustment interval if necessary due to the timing of the receipt of grant funds.

DISCUSSION:

The Departments of Environmental Resources and Parks and Recreation have many routine and long-standing grant agreements and contracts with State agencies. Historically, requests to apply for and receive funds have been individually brought to the Board of Supervisors for approval. Starting with grant applications for Fiscal Year 2011-2012, however, the Department of Environmental Resources took the opportunity to consolidate these efforts in order to increase the efficiency of government operations and expedite the processing of these State grant agreements and contracts. Consequently, staff requested approval to apply for and receive funds for various grants and contracts on a single agenda item, which the Board of Supervisors approved on September 21, 2010. For Fiscal Year 2012-2013 grant applications, both the Environmental Resources and Parks and Recreation Departments benefited from this

Approval for the Director of the Departments of Environmental Resources and Parks and Recreation to Enter Into and Sign Routine Grant Agreements and Contracts for Various State Programs and the Annual Independence Day Fireworks Display for Fiscal Year 2013-2014

streamlined process, and the Board of Supervisors approved the single agenda item on November 1, 2011. Continuing with this streamlined process, both the Environmental Resources and Parks and Recreation Departments are requesting approval on a single agenda item for Fiscal Year 2013-2014 grant applications. It is important to note that historically both Departments have been administered and managed by the same Director in a unique and very successful organizational structure. Specifically, staff recommends that the Director of these Departments be authorized to apply for various State grant and contract funds, enter into and sign routine agreements and contracts for those funds, and accept awards of these funds for Fiscal Year 2013-2014. It is also requested that the Director be authorized to approve and sign any amendments to these routine agreements and contracts for Fiscal Year 2013-2014.

The following is a listing of long-standing and anticipated agreements and contracts for Fiscal Year 2013-2014:

California Department of Resources Recycling and Recovery

*Beverage Container Recycling Funds*

In the 1980s, Assembly Bill (AB) 2020, more commonly known as the "Bottle Bill," was enacted. It was this legislation that created the point-of-purchase surcharge on most bottled beverages, such as soda pop, wine coolers, beer, etc.

Changes to AB 2020 were made in 1999 prior to the sunset of the legislation. The most significant change for local government was the return of some of the surcharge monies to the local level for the enhancement of beverage container recycling efforts. Specifically, Section 14581(a)(5)(A) of the Beverage Container Recycling and Litter Reduction Act states that \$10.5 million will be returned annually to cities and counties of the State, on a per capita basis. Stanislaus County applies for these funds annually.

Funds are used to supplement existing recycling efforts as follows:

1. Public educational materials and staff costs associated with the implementation of the Mandatory Commercial Recycling Program imposed by the State with the passage of Assembly Bill 341;
2. Updating and redesign of recycling pages on the County website;
3. Equipment and supplies such as recycling containers and signs for schools throughout the unincorporated areas of the County and public areas;
4. Public outreach and education materials including advertising, which is tailored to support local programs;
5. Purchase of end-use items, such as park benches/tables containing recycled content; and
6. Staffing costs associated with the administration of recycling activities.

Recycling programs such as these assist Stanislaus County jurisdictions in meeting the 50% diversion rate mandate, specified by AB 939, otherwise known as the California Integrated

Approval for the Director of the Departments of Environmental Resources and Parks and Recreation to Enter Into and Sign Routine Grant Agreements and Contracts for Various State Programs and the Annual Independence Day Fireworks Display for Fiscal Year 2013-2014

Waste Management Act of 1989. For Fiscal Year 2012-2013, the Department was awarded \$30,290 and it is anticipated that the funds awarded for Fiscal Year 2013-2014 will be between \$5,000 and \$35,000.

For the following programs discussed below, the Department intends to continue a regional approach as it has historically. For the Fiscal Year 2013-2014 applications, the region will include participating cities and the unincorporated areas of Stanislaus County. Letters of support from these cities will be included in the grant applications. Stanislaus County has historically taken the lead role in the application for and administration of regional grant applications.

#### *Waste Tire Cleanup and Amnesty Events*

The State of California generates almost 39 million waste tires annually. Although nearly three-quarters of all discarded tires are recycled in the State, the remainder poses an annual 10.5 million tire disposal concern for cities and counties. The illegal disposal or stockpiling of tires in the State is a problem that ranks in the top tier in the nation.

The illegal dumping of tires is an ongoing problem in the County. In many areas, tires are dumped in large quantities. These occurrences not only present blight and health concerns, they also obstruct emergency vehicles from driving through alleys, present fire hazards, and can attract mosquitoes and other vectors that can spread disease.

The California Department of Resources Recycling and Recovery (CalRecycle) Waste Tire Cleanup and Amnesty Event Grant was established to address this growing problem of unlawful disposal of waste tires. In 1989, the California Legislature passed the California Tire Recycling Act, AB 1843, authorizing the creation of the California Tire Recycling Management Fund. This fund comes from a fee of \$1.75 collected on the retail sale of every new tire sold in California. CalRecycle allocates approximately \$2 million for competitive grants each fiscal year for waste tire cleanup events. To date, this source of grant funds has successfully recycled over 25,000 waste tires from Stanislaus County residents and roadways.

The grant application for the upcoming fiscal year will focus on two critical areas: 1) the disposal costs for cleaning up illegally dumped tires in the unincorporated areas through the County's roadside cleanup program; and 2) conducting waste tire amnesty collection events within the participating cities and the County.

The cleanup and disposal portion of this grant will be used to reimburse the Fink Road Landfill for its cost to recycle the over 2,000 waste tires collected on the County's roadways each year. The tire amnesty portion will reimburse each participating jurisdiction for advertising, labor, and recycling costs associated with holding tire amnesty events. It is anticipated that at least one event will be held in each participating city; and six events will be held in the unincorporated area of the County. Cities are reimbursed for allowable costs after their events are held following the receipt of grant funds.

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The amnesty events will be conducted at either a central drop-off point where individuals will deliver tires, or through the use of a voucher system. The voucher system would provide residents with a coupon that would allow them to take their tires to a designated local waste transfer station. Central drop-off points are typically used when events are held in a city or within a particular segment of the unincorporated area of the County. For events that canvass a larger geographic area, a voucher system typically works best.

For Fiscal Year 2012-2013, the Department was awarded \$9,524 for the tire cleanup portion of the grant. The funding for the tire amnesty portion of the grant was suspended by the State for Fiscal Year 2012-2013, but will resume for Fiscal Year 2013-2014. The estimated award to the Department for Fiscal Year 2013-2014 Waste Tire Cleanup and Amnesty Event Grant will be approximately \$50,000.

### *Waste Tire Enforcement*

CalRecycle also provides grant funding from the Tire Recycling Management Fund for the enforcement of waste tire regulations. Specifically, the Waste Tire Enforcement Program allows jurisdictions to administer a comprehensive waste tire enforcement program which includes the following elements: identification, documentation, education, and inspection of businesses involved in the generation, collection, transportation, and disposal of waste tires. The funding provided by this non-competitive grant reimburses the Department for all expenses incurred from its local Waste Tire Enforcement Program, with the exception of tire amnesty collection events.

In these programs, local agencies are not responsible for prosecuting violators. Instead, noncompliant violators of the waste tire regulations are referred to CalRecycle for legal action. Currently, there are 300 (up from 250 last year) waste tire businesses in Stanislaus County and in the participating cities. The grant requires inspections of each of these tire facilities, tire dealers, auto dismantlers, tire haulers, and other waste tire generators, and limits inspection frequencies to once every 1-3 years depending on the type of facility, unless compliance issues are encountered. The local enforcement of the waste tire regulations will emphasize the importance of proper disposal, reuse, and recycling of waste tires through the education and the regulation of generators, haulers, and end-user businesses.

Since the program's inception in 2006, two (2) large tire piles containing over 20,000 tires have been cleaned up. Over 1,882 inspections of tire facilities and tire haulers have been conducted, with 27 notices of violation issued along with ten (10) referrals to CalRecycle for legal action. For Fiscal Year 2011-2012, the Department conducted 195 inspections and issued 2 notices of violation. Subsequent grants have been aimed at conducting inspections and referring enforcement actions to the State, all of which have been successful.

The proposed grant budget is contingent upon approval from CalRecycle, but is estimated to be approximately \$120,000 for Fiscal Year 2013-2014. For Fiscal Year 2012-2013, the Department was awarded \$108,000. All budgeted expenses associated with the local Waste Tire Enforcement Program will be reimbursed to the Department including grant administration, approximately one-half of an existing full-time employee, training, and all necessary field and

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office equipment. This Program covers Stanislaus County's unincorporated area as well as the incorporated cities with the exception of the City of Modesto.

*Used Oil Payment Program (OPP)*

The California Oil Recycling Act (Act) provides for, among other things, funding to assist local governments in developing and maintaining ongoing used oil and used oil filter collection/recycling programs for their communities. In 2009, Senate Bill 546 (Lowenthal) was enacted which made various changes to the Act, increasing the statewide funding from \$10 million to \$11 million per year, and encouraging local governments to use approximately 10 percent of their individual funding on the collection and recycling of used oil filters.

The OPP is non-competitive and provides funds to establish and maintain used oil and used oil filter collection/recycling programs. Actual budget amounts are determined annually as part of the State budget process. Allocations are calculated on a per capita basis using the Department of Finance's population statistics. Programs paid for by this funding will help Stanislaus County and the cities within the regional group in meeting the goals and objectives of their Household Hazardous Waste (HHW) Elements such as continuing educational efforts aimed at diverting HHW from the waste stream and expanding used oil and used oil filter recycling opportunities.

By Resolution adopted on June 29, 2010, the Board of Supervisors has authorized Stanislaus County to submit an annual OPP regional application on behalf of itself as Lead Agency and the participating agencies/jurisdictions that include: Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford. This authorization is effective until rescinded by the Board.

For Fiscal Year 2013-2014, approximately \$85,000 will be available to the County and the participating cities to continue promotion of used oil and used oil filter recycling. For Fiscal Year 2012-2013, the Department was awarded \$86,502. OPP funds must be expended within a maximum of 24-month term.

State Water Resources Control Board

*Underground Storage Tank Local Oversight Program*

Underground tanks used for the storage of hazardous substances and wastes are potential sources of soil and groundwater contamination. California Health and Safety Code Section 25297.1 authorized the State Water Resources Control Board (SWRCB) to contract with local agencies to implement a Local Oversight Program (LOP) for the abatement of contamination associated with unauthorized releases from USTs.

Stanislaus County has contracted with the SWRCB to provide a Local Oversight Program since 1988. Each contract covers a fiscal year, expiring on June 30<sup>th</sup> annually. The SWRCB submits a new contract each year for the County's review and consideration. The executed contract will allow the continued abatement of unauthorized releases from USTs for an additional year. For Fiscal Year 2012-2013, the contract amount was \$258,970. The contract amount for Fiscal Year 2013-2014 is anticipated to be up to \$258,970 again.

Approval for the Director of the Departments of Environmental Resources and Parks and Recreation to Enter Into and Sign Routine Grant Agreements and Contracts for Various State Programs and the Annual Independence Day Fireworks Display for Fiscal Year 2013-2014

### California Department of Parks and Recreation

#### *Off-Highway Motor Vehicle Recreation Division Grants*

California's Off-Highway Motor Vehicle (OHV) Recreation Program was created in 1971 out of the critical need to better manage the growing demands for off-highway recreation, while at the same time fostering respect for private property rights and protecting the State's natural and cultural resources. The Program was enhanced by the OHV Motor Vehicle Recreation Act of 2003, and is currently the largest and most successful program of its type in the U.S.

The Recreation Division's Grants and Cooperative Agreements Program supports the planning, acquisition, development, maintenance, administration, operation, enforcement, restoration, and conservation of trails, trailheads, areas, and other facilities associated with the use of off-highway motor vehicles, and programs involving off-highway motor vehicle safety or education. Program funding comes from fuel taxes which are attributable to the recreational use of vehicles off highway, off-highway vehicle registration fees, and fees collected at State vehicular recreation areas. This Program provides for well managed OHV recreation in the State by providing financial assistance to cities, counties, districts, federal agencies, state agencies, educational institutions, federally recognized Native American Tribes, and nonprofit entities.

Funding is used for a wide range of projects for both La Grange and Frank Raines Regional Parks. Projects include but are not limited to fencing repair and maintenance, signage, labor, purchasing office supplies and small equipment, equipment rentals, water system testing and maintenance, utilities, and administrative overhead. For Fiscal Year 2013-2014, approximately \$300,000 is anticipated to be available to the County for Frank Raines Regional Park and approximately \$140,000 is anticipated to be available for LaGrange Regional Park. For Fiscal Year 2012-2013, the Department was awarded \$333,191 for Frank Raines Regional Park and \$121,720 for La Grange Regional Park.

### Fourth of July Fireworks Celebration

Over the last seventeen years, the Department of Parks and Recreation has held an annual fireworks celebration at Woodward Reservoir Regional Park. The Woodward Reservoir Annual Fireworks Celebration provides citizens and visitors of Stanislaus County the ability to celebrate Independence Day in a safe environment by providing traditional firework festivities. Through this annual event, the County continues to strengthen its community image and sense of place by providing a celebration of this Federal holiday commemorating the adoption of the Declaration of Independence on July 4, 1776. In order to conduct this event, the Department proposes to enter into an agreement with the provider of the fireworks display.

The Eighteenth Annual Fireworks Celebration will be promoted through public service announcements via newspaper and other media outlets. Flyers and posters will be distributed at Modesto and Woodward Reservoirs, County facilities, and local businesses throughout the County. The California Highway Patrol will handle street patrol near Woodward Reservoir by

Approval for the Director of the Departments of Environmental Resources and Parks and Recreation to Enter Into and Sign Routine Grant Agreements and Contracts for Various State Programs and the Annual Independence Day Fireworks Display for Fiscal Year 2013-2014

providing uniformed personnel to assist in the ingress and egress of motorists on adjoining county roadways and highways. Stanislaus County Sheriff deputies will be onsite on reservoir grounds throughout the event for the safety and security of park patrons.

If approved, one-time costs for this event and its related activities including overtime are estimated at \$35,000. These costs include but are not limited to: fireworks display, permits, advertisement, services of Oakdale Rural Fire, services of California Highway Patrol, and costs for barricades and directional signage. The Department of Parks and Recreation will incur approximately 200 hours of overtime costs for staff time. These costs will be offset by revenues collected during the weekend event and are accounted for in the Parks and Recreation budget. The anticipated revenue for the holiday week is approximately \$215,900, which is an average amount for the last three years of the event.

#### San Joaquin Valley Air Pollution Control District

Since the San Joaquin Valley is not currently meeting the health based National Ambient Air Quality Standards for ozone and particulate matter of ten (10) microns or less in diameter (PM 10), the San Joaquin Valley Air Pollution Control District (SJVAPCD) is required to implement strategies that will result in the reduction of emissions. The purchase and use of new alternative fuel equipment and vehicles is one of the strategies to reduce these emissions.

As one of the implementation measures of this strategy, the SJVAPCD provides incentive funds to encourage the purchase of ultra-low emission equipment and vehicles as opposed to the use of gas fueled only equipment and vehicles. If awarded, the incentive funds will supplement Departments of Environmental Resources (DER) and Parks and Recreation funds needed to purchase the low emission equipment/vehicles. DER and Parks and Recreation funds however may be recovered during the useful life of the equipment/vehicles through reduced fuel usage and maintenance costs.

In past years, DER was a co-sponsor of the SJVAPCD Clean Green Yard Machine Program and is now hoping to take advantage of the SJVAPCD incentive program to promote reduction of air emissions in the valley. The purchase of alternative fuel equipment and vehicles by the DER and Parks and Recreation will not only support SJVAPCD's mission to reduce emissions in the valley but will also replace depleted, aged, and high emissions equipment and vehicles. For Fiscal Year 2013-2014, approximately \$20,000 per vehicle or equipment purchased, with a limit not to exceed \$100,000 in total reimbursements, will be available on a competitive grant to the County to continue the promotion of cleaner air in the valley.

#### POLICY ISSUE:

Approval of this agenda item to authorize the Director of the Departments of Environmental Resources and Parks and Recreation to apply for, enter into and sign routine agreements and contracts with various State agencies for Fiscal Year 2013-2014 is consistent with the Board's priorities of A Safe Community, A Healthy Community, A Strong Local Economy, Effective Partnerships, A Well Planned Infrastructure System, and the Efficient Delivery of Public



**Approval for the Director of the Departments of Environmental Resources and Parks and Recreation to Enter Into and Sign Routine Grant Agreements and Contracts for Various State Programs and the Annual Independence Day Fireworks Display for Fiscal Year 2013-2014**

Services. It provides critical funding for the administration of various programs that support the Department of Environmental Resource's mission to promote a safe and healthy environment and improve the quality of life in the community through a balance of science, education, partnerships, and environmental regulation, and to maintain and/or enhance existing service levels in the County's off-highway vehicle park areas.

**STAFFING IMPACTS:**

There are no staffing impacts associated with this item. All but three of the grants and/or contracts included herein are non-competitive and received annually; therefore, the associated work is accomplished through the use of existing staff.

**CONTACT PERSON:**

Jami Aggers, Interim Director of Environmental Resources and Parks and Recreation  
Telephone: 209-525-6770

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
STATE OF CALIFORNIA

Date: November 6, 2012

No. 2012-552a

On motion of Supervisor Monteith Seconded by Supervisor Withrow  
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien,

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

Item # \*B-1

THE FOLLOWING RESOLUTION WAS ADOPTED:

**RESOLUTION OF THE STANISLAUS COUNTY BOARD OF SUPERVISORS AUTHORIZING  
SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE TIRE GRANTS FOR WHICH  
STANISLAUS COUNTY IS ELIGIBLE**

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle), formerly known as the California Integrated Waste Management Board, to administer various Grant Programs (grants) in furtherance of the state of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Stanislaus County Board of Supervisors authorizes the submittal of application(s) to CalRecycle for all tire grants for which Stanislaus County is eligible; and

BE IT FURTHER RESOLVED that the Director of Environmental Resources or her designee is hereby authorized and empowered to execute in the name of the Stanislaus County all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for a period less than five years from November 1, 2012, through December 31, 2015.

ATTEST: **CHRISTINE FERRARO TALLMAN, Clerk**  
**Stanislaus County Board of Supervisors,**  
**State of California**

*Christine Ferraro*

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
STATE OF CALIFORNIA

Date: November 6, 2012

2012-552b

On motion of Supervisor Monteith Seconded by Supervisor Withrow  
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien,

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

Item # \*B-1

**APPROVAL TO APPLY FOR AN OFF-HIGHWAY VEHICLE GRANT FROM THE CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION FOR FISCAL YEAR 2013-2014**

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for, Operations and Maintenance, 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 of the application to apply for 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 for those jurisdictions immediately surrounding the project;

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

1. Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and

6. Certifies that this agency will provide the required matching requirements; and
7. Certifies that the public and adjacent property owners have been notified of this project (as applicable); and

BE IT FURTHER RESOLVED that the Director, or her designee, is hereby authorized and empowered to conduct all negotiations and execute and submit in the name of the Stanislaus County Department of Parks and Recreation all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

ATTEST: **CHRISTINE FERRARO TALLMAN, Clerk**  
**Stanislaus County Board of Supervisors,**  
**State of California**

*Christine Ferraro*

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File No.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
STATE OF CALIFORNIA

Date: November 6, 2012

No. 2012-552c

On motion of Supervisor Monteith Seconded by Supervisor Withrow  
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien,

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

Item # \*B-1

**RESOLUTION AUTHORIZING THE DIRECTOR OF ENVIRONMENTAL RESOURCES AND PARKS  
AND RECREATION ON BEHALF OF THE BOARD OF SUPERVISORS TO MAKE APPLICATION FOR  
AND TO SIGN CERTAIN ASSURANCES WITH RESPECT TO APPLICATIONS FOR THE SAN  
JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (SJVAPCD) PUBLIC BENEFITS GRANT**

WHEREAS, The San Joaquin Valley Air Pollution Control District (SJVAPCD) Public Benefit Grant Program is available on a competitive basis for low emissions grants


WHEREAS, the Stanislaus County Board of Supervisors must authorize someone by resolution, as the "Authorized Individual" to make application and administer the Public Benefit Grant Program;

NOW, THEREFORE, BE IT RESOLVED that the Stanislaus County Board of Supervisors hereby authorizes the Director of Environmental Resources and Parks and Recreation to make application for, to sign required assurances, and to administer the Public Benefit Grant Program with respect to applications for Local, State and Federal programs, projects or grants, on behalf of the Board of Supervisors.

BE IT FURTHER RESOLVED that Stanislaus County agrees to abide by the statutes and regulations governing the SJVAPCD Public Benefit Grant Program.

The foregoing Resolution was passed and adopted by the Stanislaus County Board of Supervisors at a regular meeting thereof, held on the 6th day of November, 2012.

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk  
Stanislaus County Board of Supervisors,  
State of California



## PRODUCTION AGREEMENT

This agreement ("Agreement") is made this 14<sup>th</sup> day of March, 2013, by and between **Pyro Spectaculars North, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and Stanislaus Parks and Recreation, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 6, 2013, at approximately 9:00 P.M., at Woodward Regional Park; 6501 Dodds Rd., Oakdale, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$19,500.00 USD (NINETEEN THOUSAND FIVE HUNDRED DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO \$9,750.00 USD (NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$ 660.00 OR an amount to be determined, for a total of \$10,410.00, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than April 4, 2013. The balance of the Fee shall be paid no later than July 8, 2013. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the Modesto Regional Fire Authority, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars North, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - Stanislaus Parks and Recreation; 3800 Cornucopia Way, Suite C, Modesto, CA 95358.

Pyro Spectaculars North, Inc.  
5301 Lang Avenue  
McClellan, CA 95652  
Tel: 909-355-8120 :: Fax: 909-355-9813

Stanislaus Parks and Recreation  
PROGRAM A  
July 6, 2013  
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

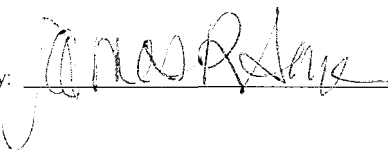
19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

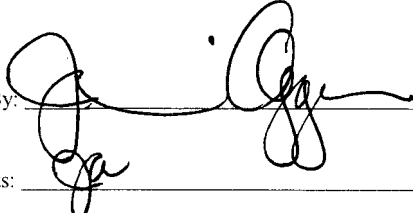

**PRICE FIRM through April 4, 2013**  
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.  
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS NORTH, INC.

By:   
Its: President

Stanislaus Parks and Recreation

By:   
Its:   
Jami Aggers  
Print Name

SHOW PRODUCER: Mark Silveira

APPROVED AS TO FORM:  
STANISLAUS COUNTY COUNSEL

BY: 



**SCOPE OF WORK**  
**PYRO SPECTACULARS NORTH, INC. ("PYRO")**  
**and**  
**Stanislaus Parks and Recreation ("CLIENT")**

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars North, Inc., Production on July 6, 2013, at approximately 9:00 P.M. at Woodward Regional Park; 6501 Dodds Rd., Oakdale, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

**REIMBURSABLE LETTER OF AGREEMENT**

CHP 465 (Rev. 2-12) OPI 076

**THIS AGREEMENT**, Reimbursable Services Control Log #           R-13-465-0001           made and entered into this   7   day of   March  ,   2013  , by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and           Stanislaus County Parks and Recreation Department          , hereinafter called           Stanislaus County Parks and Recreation Department          .

**WORK SHALL COMMENCE ON THE START DATE OR UPON APPROVAL BY BOTH THE CHP AND REQUESTER, WHICHEVER IS LATER. NO SERVICE SHALL BEGIN BEFORE THAT TIME.**

1. Reimbursable services are to be provided when  traffic control       security services       vehicle inspections  
 other details for           Woodward Reservoir July Fireworks Show            
are required, the CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the traffic control at the entrances of Woodward Reservoir and surrounding county roads
2. The term of this Agreement will be           07/05/2013           to           07/07/2013          .
3. The CHP coordinator shall be           Sergeant C. Ortiz          , telephone number           (209) 545-7440          .
4. In the event of a disaster or unforeseen emergency, this Agreement may be canceled without prior notice by the CHP.
5.           Stanislaus County Parks and Recreation Department           agrees, to the extent permitted by law to indemnify the CHP against and hold the CHP harmless from any and all claims, demands, suits, and actions for personal injury, death, loss, and/or property damage that may arise out of or in connection with the performance of this Agreement, even though such injury, death, loss and/or damage to property may be (or may be alleged to be) attributable in part to the active and/or passive negligence of the CHP and/or its appointees, officers, agents, employees, and servants.  
          Stanislaus County Parks and Recreation Department           agrees to defend all such claims, demands, suits, and actions against CHP and/or its appointees, officers, agents, employees, and servants, although the CHP retains the right to conduct the defense at its own expense.           Stanislaus County Parks and Recreation Department           shall reimburse the CHP for all expenses including court costs and reasonable attorney fees, incurred by reason of such claims, demands suits, and actions, or incurred in seeking indemnity or other recovery from           Stanislaus County Parks and Recreation Department           thereunder.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties.
7. When one of the contracting parties is a county, city, district, or other local public body, this Agreement shall be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body, which by law provides the authority to enter into and execution of this Agreement. When performance by the local government entity will be completed before any payment by the CHP, such as a room rental or a one-time event, a resolution is not required.
8.           Stanislaus County Parks and Recreation Department           agrees that additional charges which are directly related to the services provided, maybe assessed for the CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at the CHP's expense.
9. If the CHP uniformed employee has reported to the assigned location and has worked less than four hours,           Stanislaus County Parks and Recreation Department           agrees to pay every assigned uniform employee a minimum of four hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.           Stanislaus County Parks and Recreation Department           will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.
10.           Stanislaus County Parks and Recreation Department           agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP uniformed employee(s) **cannot be notified** of such cancellation, a minimum of four hours overtime will be charged for each assigned uniformed employee.

- 11. Stanislaus County Parks and Recreation Department agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the CHP employee is notified of such cancellation, Stanislaus County Parks and Recreation Department will only be charged a short notice cancellation fee of \$50.00 per assigned CHP uniformed employee.
- 12. All cancellation notices to the CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Cancellation notices shall only be accepted by the appropriate CHP Division or Area office.
- 13. The CHP agrees to make reasonable efforts to notify those CHP uniformed employees of the cancellation.
- 14. No additional gifts, donation, or gratuities may be accepted by the CHP employees on their behalf or on the behalf of the Department, informal squad fund(s), or other local fund(s).
- 15. The hours and miles indicated in this Agreement are for estimate purposes only. Actual time and vehicle mileage will be charged. This includes travel between the CHP Division/Area command and the service location.
- 16. The rates indicated in this Agreement are for estimate purposes only. Any increases in overhead, mileage, damaged uniforms, private-owned safety equipment, salaries, and benefits are governed by collective bargaining agreement and/or statute. In the event an officer is not available, a sergeant will be assigned to work in the place of the officer, and Stanislaus County Parks and Recreation Department will be charged at the current sergeant's pay. In the event of a rate increase, Stanislaus County Parks and Recreation Department agrees to pay the increase rate.
- 17. In consideration for the above services and upon receipt of an itemized invoice, Stanislaus County Parks and Recreation Department agrees to reimburse the CHP for the actual costs incurred at the time services are provided. Rate charged to Stanislaus County Parks and Recreation Department shall in no event exceed the actual costs to the CHP to perform the requested services. The following cost information is for estimate purposes only:

Sergeant:	15.00 hrs.	@	\$ 89.30	\$ 1,339.50
Officer:	60.00 hrs.	@	\$ 73.43	\$ 4,405.80
Vehicle mileage:	900 miles	@	\$ 0.84	\$ 756.00
Motorcycle mileage:	_____ miles	@	\$ _____	\$ _____
Other expenses:	_____			\$ _____
Total estimated cost:				\$ 6,501.30

**Note:** If total estimated cost exceeds \$50,000, a CHP 465 **CAN NOT** be used. The reimbursable service request must be initiated on a CHP 78R. Reimbursable Services Contract Request, and forwarded to Business Services Section, Contract Services Unit, for processing. (HPM 11.1, Chapter 6)

- 18. **Payment/Deposit.** A form of advance payment/deposit shall be required before services can be performed. The CHP command will collect the full amount of the estimate indicated herein for an Agreement 29 days or less. For an Agreement over 30 days and up to 12 months, 50 percent of the estimate shall be collected.
  - a. Amount of deposit collected: \$ \_\_\_\_\_
  - b. Check number/purchase order number: \_\_\_\_\_
  - c. Cash receipt number: \_\_\_\_\_
  - d. Federal Tax Identification Number: \_\_\_\_\_

**WITNESSETH:** By and in consideration of the covenants and conditions herein contained,  
Stanislaus County Parks and Recreation Department and the CHP do hereby agree to the above terms and conditions.

STATE OF CALIFORNIA  
Department of California Highway Patrol

*[Signature]* for 4/3/13  
Commander Signature Date

L. C. Duncan  
Printed Name

Captain  
Title

465  
Location Code

<b>For use by City/County Clerk, if applicable</b>	
Approved as to form by	Date

REQUESTOR'S NAME

*[Signature]* 3/14/13  
Signature Date

Jami Aggers  
Printed Name

Director, Stanislaus County Parks and Recreation  
Title

3800 Cornucopia Way, Suite C  
Address

Modesto CA 95358  
City State Zip Code

(209) 525-6783  
Telephone Number