

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

DEPT: Parks and Recreation

BOARD AGENDA # \*B-7

Urgent

Routine

AGENDA DATE December 9, 2014

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval to Apply for, Enter into and Sign the Routine Grant Agreements and Contracts for the Off-Highway Motor Vehicle Recreation Division Grants, the California State Parks Division of Boating and Waterways Quagga and Zebra Mussel Infestation Prevention Grant Program, and the Department of Housing and Community Development Department Housing-Related Parks Program for Fiscal Year 2015-2016

STAFF RECOMMENDATIONS:

1. Authorize the Director of Parks and Recreation, or designee, to apply for, enter into and sign the routine grant agreements and contracts for the Off-Highway Motor Vehicle Recreation Division grants, the California State Parks Division of Boating and Waterways Quagga and Zebra Mussel Infestation Prevention Grant Program, and the Department of Housing and Community Development Department Housing-Related Parks Program for Fiscal Year 2015-2016.

(Continued on next page)

FISCAL IMPACT:

State and regional agency agreements and contracts detailed in this item represent approximately \$773,560 in revenue for the Department of Parks and Recreation for Fiscal Year 2015-2016. Revenue estimates are included in each program discussion. If approved, revenue estimates and appropriations associated with these agreements and contracts will be submitted in Budget Year 2015-2016 Proposed Budget or a subsequent quarterly budget adjustment interval, if necessary due to the timing of the receipt of grant funds.

BOARD ACTION AS FOLLOWS:

No. 2014-598

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith

and approved by the following vote,

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

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 Apply for, Enter into and Sign the Routine Grant Agreements and Contracts for the Off-Highway Motor Vehicle Recreation Division Grants, the California State Parks Division of Boating and Waterways Quagga and Zebra Mussel Infestation Prevention Grant Program, and the Department of Housing and Community Development Department Housing-Related Parks Program for Fiscal Year 2015-2016

**STAFF RECOMMENDATIONS (Continued):**

2. Authorize the Director of Parks and Recreation, or designee, to approve and sign any amendments to the routine grant agreements and contracts for the Off-Highway Motor Vehicle Recreation Division grants, the California State Parks Division of Boating and Waterways Quagga and Zebra Mussel Infestation Prevention Grant Program and the Department of Housing and Community Development Department Housing-Related Parks Program for Fiscal Year 2015-2016.
3. Adopt a Resolution to authorize the Director of Parks and Recreation to apply for an Off-Highway Vehicle grant from the California Department of Parks and Recreation for Fiscal Year 2015-2016 for development, maintenance, administration, and related activities at the Frank Raines and La Grange Regional Parks.
4. Adopt a Resolution to authorize the Director of Parks and Recreation to apply for, sign, and accept the grant for the California State Parks Division of Boating and Waterways Quagga and Zebra Mussel Infestation Prevention Grant Program Fiscal Year 2015-2016.
5. Adopt a Resolution to authorize the Director of Parks and Recreation to apply for, sign, and accept the Department of Housing and Community Development Department Housing-Related Parks Program Fiscal Year 2015-2016.

**DISCUSSION:**

The Department of Parks and Recreation (Department) has routine and long-standing grant agreements and contracts with State and other local agencies. Historically, requests to apply for and receive funds have been individually brought to the Board of Supervisors for approval. Beginning in 2010, the Department 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, the Board gave approval to apply for and receive funds for various grants and contracts on a single agenda item. Continuing with this streamlined process, the Department is requesting that the Director 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 Budget Year 2015-2016.

The following is a listing of anticipated agreements and contracts for Budget Year 2015-2016.

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

Approval to Apply for, Enter into and Sign the Routine Grant Agreements and Contracts for the Off-Highway Motor Vehicle Recreation Division Grants, the California State Parks Division of Boating and Waterways Quagga and Zebra Mussel Infestation Prevention Grant Program, and the Department of Housing and Community Development Department Housing-Related Parks Program for Fiscal Year 2015-2016

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 entire country.

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 off-highway vehicles, 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 Budget Year 2015-2016, approximately \$378,000 is anticipated to be available to the County for Frank Raines Regional Park and approximately \$120,000 is anticipated to be available for La Grange Regional Park. In Fiscal Year 2014-2015, the Department was awarded \$309,563 for Frank Raines Regional Park and \$116,950 for La Grange Regional Park.

#### California Department of Parks and Recreation

##### *Division of Boating and Waterways Quagga and Zebra Mussel Infestation Prevention Grant*

The California Department of Parks and Recreation, Division of Boating and Waterways (DBW) mission is to provide safe and convenient public access to California's waterways. DBW can fulfill this mission, in part, through the Quagga and Zebra Mussel (dreissenid mussel) Infestation Prevention Grant Program. This grant program assists cities, counties, districts, marinas and other governmental agencies in the prevention, through education, monitoring and management of recreational activities in reservoirs from the infestation of the quagga and zebra mussel. Defined under California Water Code, Division 3, Part 1, Chapter 1, Section 6004.5, a "reservoir" is referred to as "any reservoir which contains or will contain the water impounded by a dam."

Approximately 2.5 million dollars is available to fund projects for the development of a Prevention Plan and/or the implementation of an existing Prevention Plan that will prevent the infestation of quagga and zebra mussels. The County was included in a Prevention Plan written in 2014 by the Central Valley Consortium. The Consortium was formed to ensure all water managers in our watershed were working together on this invasive species issue. A unified prevention plan has been developed and is being implemented.

Approval to Apply for, Enter into and Sign the Routine Grant Agreements and Contracts for the Off-Highway Motor Vehicle Recreation Division Grants, the California State Parks Division of Boating and Waterways Quagga and Zebra Mussel Infestation Prevention Grant Program, and the Department of Housing and Community Development Department Housing-Related Parks Program for Fiscal Year 2015-2016

Due to time constraints, the California Department of Parks and Recreation gave permission for applications to be submitted without a signed resolution. On that basis, the Department submitted an application to serve as a place holder for the County, with the intent to bring this agenda item and resolution to the Board as quickly as possible. The Department is requesting acknowledgement of the application, a resolution, and approval to accept grant funds in the amount of \$75,560 to implement prevention measures.

### The Department of Housing and Community Development Department

#### *Housing-Related Parks Program*

The State Department of Housing and Community Development is offering the Housing-Related Parks Program (HRP) to encourage cities and counties to develop new residential housing, affordable to lower-income households, in compliance with State housing element law. The census tracts designated by the United States Department of Housing and Urban Development have at least 51 percent of its residents at low-or-moderate-income levels, using the most recent decennial United States Census data available.

The HRP Program is funded through Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006. The Program awards funds on a per-bedroom basis for each residential unit affordable to very low- and low-income households permitted during the designated Program year, which is 2009 through 2014. The Program provides funds for parks and recreation projects that benefit the community and adds to the quality of life.

The grant provides for a "Park and Recreation Facility" that offers benefits to the community and includes, but is not limited to, places for organized team sports, outdoor recreation, and informal turf play; non-motorized recreational trails; multipurpose structures designed to meet the special recreational, educational, vocational, and social needs of youth, senior citizens, and other population groups; recreation areas created by the redesign and retrofit of urban freeways; community swim areas; regional recreational trails; and infrastructure and other improvements that support these facilities.

The Department will be requesting grant funds on behalf of Community Parks to be used for renovation purposes. Approximately \$200,000 will be used for renovations that could include lighting, parking considerations, playgrounds and/or landscaping. The grant specifically provides benefits to parks that range from places for organized team sports, outdoor recreation, permanent play structures, and infrastructure and other improvements that support these facilities. Park projects do not have to be tied to the housing units used to qualify for the base grant award.

#### **POLICY ISSUE:**

Approval of these actions supports the Board's priorities of Effective Partnerships, A Well Planned Infrastructure System, A Healthy Community, and the Efficient Delivery of Public

Approval to Apply for, Enter into and Sign the Routine Grant Agreements and Contracts for the Off-Highway Motor Vehicle Recreation Division Grants, the California State Parks Division of Boating and Waterways Quagga and Zebra Mussel Infestation Prevention Grant Program, and the Department of Housing and Community Development Department Housing-Related Parks Program for Fiscal Year 2015-2016

Services by providing special recreation facilities and events to County residents and visitors through partnerships with organizations that provide grant funding resources for maintenance and operations of park lands and facilities.

**STAFFING IMPACTS:**

Work associated with the various grants and contracts will be accomplished through the use of existing staff.

**CONTACT PERSON:**

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

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

Date: December 9, 2014

No. 2014-598 (a)

On motion of Supervisor Chiesa Seconded by Supervisor Monteith  
and approved by the following vote,  
Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini  
Noes: Supervisors: None  
Excused or Absent: Supervisors: None  
Abstaining: Supervisor: None

Item # \*B-7

THE FOLLOWING RESOLUTION WAS ADOPTED:

**APPROVAL TO APPLY FOR AN OFF-HIGHWAY VEHICLE GRANT FROM THE CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION FOR FISCAL YEAR 2015-2016**

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 or, 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, the Board of Supervisors of the County of Stanislaus, State of California resolves as follows:

Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and

Certifies that this agency understands its legal obligations to the State upon approval of the grant; and

Certifies that this agency understands the California Public Resources Code requirement that

Acquisition and Development Projects be maintained to specific conservation standards; and

Certifies that the project will be well-maintained during its useful life; and

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

Certifies that this agency will provide the required matching requirements; and

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 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 request, etc. which may be necessary for completion of the Project.

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

  
\_\_\_\_\_

File No.

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

Date: December 9, 2014

No. 2014-598 (b)

On motion of Supervisor Chiesa Seconded by Supervisor Monteith

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

Item # \*B-7

**QUAGGA AND ZEBRA MUSSEL INFESTATION PREVENTION FEE GRANT PROGRAM  
APPLICATION AND FUNDING AGREEMENT RESOLUTION**

WHEREAS, prior to the State of California Parks and Recreation, Division of Boating and Waterways approving an Application and executing a Funding Agreement, said Stanislaus County Board of Supervisors is required to pass a resolution, authorizing a designated representative(s) to execute said Application, Funding Agreement, amendments, and certifications, designating a representative to approve claims for reimbursement, designating a representative to sign the Funding Request and Project Status, designating a representative to sign Project Completion Certification, and designating a representative to sign the Contractor's Release Form; and

WHEREAS, the Stanislaus County Board of Supervisors has the authority to operate and maintain both Modesto and Woodward Reservoirs; and make an application to the State of California Parks and Recreation, Division of Boating and Waterways for grant funding in the amount of \$75,560 under the Harbors and Watercraft Revolving Fund for the Quagga and Zebra Mussel Infestation Prevention Grant Program; and

WHEREAS, the Stanislaus County Department of Parks and Recreation desires to implement a plan for the prevention of an infestation of the Quagga and Zebra mussel; and

WHEREAS, by the Stanislaus County Department of Parks and Recreation accepted application, the Modesto and Woodward Reservoirs will adopt a project budget totaling \$75,560; and

WHEREAS, by the Stanislaus County Department of Parks and Recreation that, pursuant and subject to all of the terms and provisions of the Harbors and Watercraft Revolving Fund program, application be made to the State of California Parks and Recreation, Division of Boating and Waterways for funding.



NOW THEREFORE, the Board of Supervisors of the County of Stanislaus, State of California, resolves as follows:

The Director of said Stanislaus County Department of Parks and Recreation is hereby authorized and directed to cause the necessary data to be prepared and application to be signed and filed with the State of California Parks and Recreation, Division of Boating and Waterways; and

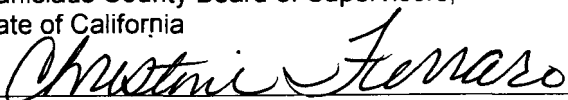
The Director is hereby authorized to sign the State of California Parks and Recreation, Division of Boating and Waterways, Harbors and Watercraft Revolving Fund program Funding Agreement and any amendments thereto; and

BE IT FURTHER RESOLVED, that the Director is hereby authorized to approve Claims for Reimbursement under the State of California Parks and Recreation, Division of Boating and Waterways, Harbors and Watercraft Revolving Fund program; and

BE IT FURTHER RESOLVED, that the Director is hereby authorized to execute the Budget and Expenditure Summary for the State of California Parks and Recreation, Division of Boating and Waterways, Harbors and Watercraft Revolving Fund program; and

BE IT FURTHER RESOLVED, that the Director is hereby authorized to certify that the project is complete and ready for final inspection.

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

  
\_\_\_\_\_

File No.

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

Date: December 9, 2014

No. 2014-598 (c)

On motion of Supervisor Chiesa Seconded by Supervisor Monteith  
and approved by the following vote,  
Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini  
Noes: Supervisors: None  
Excused or Absent: Supervisors: None  
Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED: Item # \*B-7

**AUTHORIZING EXECUTION OF STATE STANDARD AGREEMENT FOR HOUSING RELATED  
PARKS PROGRAM GRANT**

WHEREAS, the State of California, Department of Housing and Community Development (Department) issued a Notice of Funding Availability dated December 2014 (NOFA), under its Housing-Related Parks (HRP) Program.

WHEREAS, by Resolution No. 2014-598(c) Stanislaus County, Department of Parks and Recreation is authorized to apply for a HRP Program Grant and submit the 2014 Designated Program Year Application Package released by the Department for the HRP Program.

WHEREAS, the Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement.

WHEREAS, the Department awarded Applicant an HRP Program Grant in the amount of \$200,000.

NOW, THEREFORE, the Board of Supervisors of the County of Stanislaus, State of California, resolves as follows:

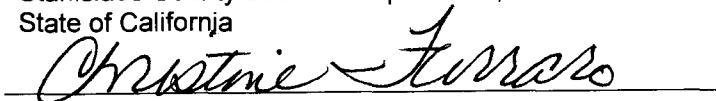
The Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement), for an HRP Program Grant in the amount of \$200,000, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").

The Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are

enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

The Director of Department of Parks and Recreation is authorized to execute the HRP Grant Documents as required by the Department for participation in the HRP Program.

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

A handwritten signature in cursive script, reading "Christine Ferraro", is written over a horizontal line.

File No.



State of California • Natural Resources Agency

DEPARTMENT OF PARKS AND RECREATION

P.O. Box 942896 • Sacramento, CA 94296-0001

Division of Boating and Waterways

One Capitol Mall, Suite 410

Sacramento, CA 95814

Edmund G. Brown Jr., Governor

Lisa Ann L. Mangat, Director

July 1, 2015

Woodward Reservoir Regional Park  
14528 Twenty Six Mile Road  
Oakdale, CA 95361

**RE: 2014/15 Quagga and Zebra Mussel Infestation Prevention Grant Program  
(Letter to Commence)**

Agreement No.: C4123104  
Fiscal Year: 2014/15  
Term: Upon Notice to Proceed through July 31, 2017  
Amount: \$36,760.00

Dear Grantee

Enclosed is the fully executed Grant Agreement, between the Division of Boating and Waterways (DBW) and Woodward Reservoir Regional Park which sets forth the terms and conditions for the grant Project "Woodward Reservoir Project Plan". **This grant is fully executed as of the date of this letter and work associated with this agreement may begin.**

Quarterly Reimbursement Claims

Reimbursement Claim Forms and Progress Report Templates will be provided in electronic format to the Grantee in July 2015.

Submit the reimbursement claim, progress report, and deliverables that occurred during the quarterly reporting period by the appropriate due date. The quarterly reporting due dates were revised and are now the following dates below:

- October 20, 2015
- January, 20, 2016
- April 20, 2016
- July 20, 2016
- October 20, 2016
- January 20, 2017
- April 20, 2017

Please submit these documents electronically to Robin Turgeon, Division of Boating and Waterways, at the email address below.


Reimbursement payments will be issued only to the agency name and address as stated on the contract. Only the authorized signer as stated in the Grant Agreement may sign reimbursement claims submitted to DBW.

As part of the terms of the agreement a DBW Logo will be posted on an individual sign with the following language:

“Funded by California State Parks,  
Division of Boating and Waterways.  
Operated and Maintain by  
Woodward Reservoir Regional Park”

If you have any questions, please contact Robin Turgeon at (916) 327-1851 or email at [robin.turgeon@parks.ca.gov](mailto:robin.turgeon@parks.ca.gov).

Sincerely,

A handwritten signature in black ink that reads "Edward J. Hard". The signature is written in a cursive style with a large, prominent "E" and "H".

Edward Hard,  
Environmental Program Manager I

Cc: File

State of California – Natural Resources Agency  
 CALIFORNIA STATE PARKS  
 DIVISION OF BOATING AND WATERWAYS

**GRANT AGREEMENT**

**GRANTEE** Woodward Reservoir Regional Park

**THE TERM OF THIS AGREEMENT IS** Upon Notice to Proceed THROUGH July 31, 2017

**GRANT TITLE:** 2014 Quagga and Zebra Mussel Infestation Prevention Grant Program

**GRANT NUMBER:** C4123104

The Grantee agrees to the terms and conditions of this grant agreement, hereinafter referred to as Agreement, and the State of California, acting through its Deputy Director of the California State Parks Division of Boating and Waterways, pursuant to the State of California agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the SCOPE OF WORK as defined in the Agreement.

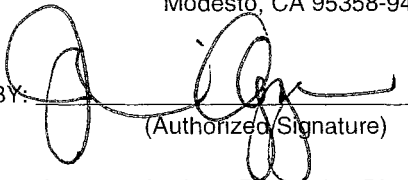
The General and Special Provisions attached are made a part of and incorporated into the Agreement.

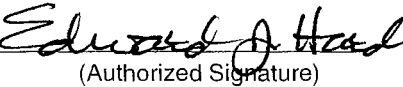
**Grantee:** Stanislaus County  
 Department of Parks & Recreation  
 Woodward Reservoir

**Agency:** California State Parks,  
 Division of Boating and Waterways  
 ATTN: Robin Turgeon

**Address:** 3800 Cornucopia Way, Suite C  
 Modesto, CA 95358-9494

**Address:** One Capitol Mall, Suite 400  
 Sacramento, CA 95814

BY:   
 (Authorized Signature)

BY:   
 (Authorized Signature)

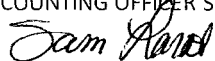
Jami Aggers, Parks & Recreation Director  
 (Printed Name and Title of Authorized Representative)

Edward Hard, Environmental Program Manager I  
 (Printed Name and Title of Authorized Representative)

Date: 5/26/15

Date: May 29, 2015

**CERTIFICATE OF FUNDING  
 (FOR STATE USE ONLY)**

Agreement NO C4123104	AMENDMENT NO	CALSTARS VENDOR NO V400000038-00		PROJECT NO G-2014-018
AMOUNT ENCUMBERED BY THIS DOCUMENT \$36,760.00	FUND TITLE <del>Woodward Reservoir Project Plan</del> <b>Harbors and Watercraft Revolving Fund</b>			AGENCY BILLING CODE NO 053708
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT \$0	ITEM 3790-010-0516	CHAPTER <b>25/14</b>	STATUTE 2014	FISCAL YEAR 2014/15
TOTAL AMOUNT ENCUMBERED TO DATE \$0	INDEX 1708	OBJECT CODE 702	PCA CODE 61009	PROJECT/WORK PHASE 2 Year
T.B.A. NO	<i>I hereby certify upon my own personal knowledge that the budgeted funds are available for this encumbrance.</i>			
B.R.NO	ACCOUNTING OFFICER'S SIGNATURE 		DATE <b>JUN 11 2015</b>	



State of California • Natural Resources Agency

DEPARTMENT OF PARKS AND RECREATION

P.O. Box 942896 • Sacramento, CA 94296-0001

Division of Boating and Waterways

One Capitol Mall, Suite 410

Sacramento, CA 95814

Edmund G. Brown Jr., Governor

Lisa Ann L. Mangat, Director

July 1, 2015

Modesto Reservoir Regional Park  
18143 Reservoir Road  
Waterford, CA 95386

**RE: 2014/15 Quagga and Zebra Mussel Infestation Prevention Grant Program  
(Letter to Commence)**

Agreement No.: C4123102  
Fiscal Year: 2014/15  
Term: Upon Notice to Proceed through July 31, 2017  
Amount: \$38,800.00

Dear Grantee

Enclosed is the fully executed Grant Agreement, between the Division of Boating and Waterways (DBW) and Modesto Reservoir Regional Park which sets forth the terms and conditions for the grant Project "Modesto Reservoir Project Plan". **This grant is fully executed as of the date of this letter and work associated with this agreement may begin.**

Quarterly Reimbursement Claims

Reimbursement Claim Forms and Progress Report Templates will be provided in electronic format to the Grantee in July 2015.

Submit the reimbursement claim, progress report, and deliverables that occurred during the quarterly reporting period by the appropriate due date. The quarterly reporting due dates were revised and are now the following dates below:

- October 20, 2015
- January, 20, 2016
- April 20, 2016
- July 20, 2016
- October 20, 2016
- January 20, 2017
- April 20, 2017

Please submit these documents electronically to Robin Turgeon, Division of Boating and Waterways, at the email address below.

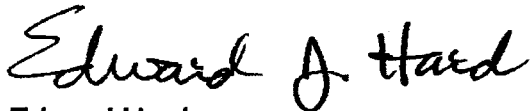
Reimbursement payments will be issued only to the agency name and address as stated on the contract. Only the authorized signer as stated in the Grant Agreement may sign reimbursement claims submitted to DBW.

As part of the terms of the agreement a DBW Logo will be posted on an individual sign with the following language:

**"Funded by California State Parks,  
Division of Boating and Waterways.  
Operated and Maintain by  
Modesto Reservoir Regional Park"**

If you have any questions, please contact Robin Turgeon at (916) 327-1851 or email at [robin.turgeon@parks.ca.gov](mailto:robin.turgeon@parks.ca.gov).

Sincerely,



Edward Hard,  
Environmental Program Manager I

Cc: File



State of California – Natural Resources Agency  
 CALIFORNIA STATE PARKS  
 DIVISION OF BOATING AND WATERWAYS  
 GRANT AGREEMENT

**GRANTEE** Modesto Reservoir Regional Park

**THE TERM OF THIS AGREEMENT IS** Upon Notice to Proceed **THROUGH** July 31, 2017

**GRANT TITLE:** 2014 Quagga and Zebra Mussel Infestation Prevention Program

**GRANT NUMBER:** C4123102

The Grantee agrees to the terms and conditions of this grant agreement, hereinafter referred to as Agreement, and the State of California, acting through its Deputy Director of the California State Parks Division of Boating and Waterways, pursuant to the State of California agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the SCOPE OF WORK as defined in the Agreement.

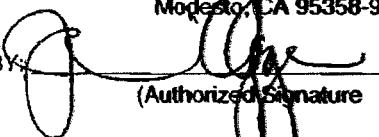
The General and Special Provisions attached are made a part of and incorporated into the Agreement.


**Grantee:** Stanislaus County  
 Department of Parks & Recreation  
 Modesto Reservoir

**Agency:** California State Parks,  
 Division of Boating and Waterways  
 ATTN: Robin Turgeon

**Address:** 3800 Cornucopia Way, Suite C  
 Modesto, CA 95358-9494

**Address:** One Capitol Mall, Suite 400  
 Sacramento, CA 95814

BY:   
 (Authorized Signature)

BY:   
 (Authorized Signature)

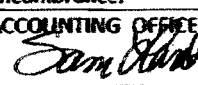
Jami Aggers, Parks & Recreation Director  
 (Printed Name and Title of Authorized Representative)

Edward Hard, Environmental Program Manager I  
 (Printed Name and Title of Authorized Representative)

Date: 5/21/15

Date: May 29, 2015

**CERTIFICATE OF FUNDING  
 (FOR STATE USE ONLY)**

Agreement NO C4123102	AMENDMENT NO	CALSTARS VENDOR NO V4000000038-00	PROJECT NO G-2014-008
AMOUNT ENCUMBERED BY THIS DOCUMENT \$38,800.00	FUND TITLE <i>Modesto Reservoir Project Plan Harbors and Watercraft Revolving Fund</i>		AGENCY BILLING CODE NO 053708
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT \$0	ITEM 3790-101-0516	CHAPTER <i>25/121</i>	STATUTE 2014
TOTAL AMOUNT ENCUMBERED TO DATE \$0	INDEX 1708	OBJECT CODE 702	PCA CODE 61009
T.B.A. NO	I hereby certify upon my own personal knowledge that the budgeted funds are available for this encumbrance.		
B.R. NO	ACCOUNTING OFFICER'S SIGNATURE 	DATE <b>JUN 11 2015</b>	

**PROJECT AGREEMENT**

PROJECT AGREEMENT NUMBER: G14-03-20-G01      PROJECT TYPE: Ground Operations

GRANTEE: Stanislaus County Parks and Recreation Department

PROJECT TITLE: Ground Operations - Frank Raines

PROJECT PERFORMANCE PERIOD: FROM 07/08/2015 THROUGH 07/07/2016

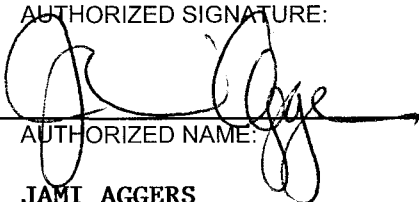
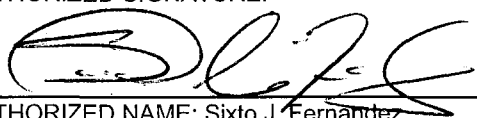
MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$535,753.00** (Five Hundred Thirty Five Thousand Seven Hundred Fifty Three and 00/100)

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: <b>JAMI AGGERS</b>	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: <b>DIRECTOR, PARKS &amp; RECREATION</b>	TITLE: Grants Manager
DATE: <b>8/10/15</b>	DATE: <b>8-17-15</b>

**CERTIFICATION OF FUNDING (FOR STATE USE ONLY)**

CONTRACT NUMBER: C32-27-003		VENDOR NUMBER: 		FUND: Off-Highway Vehicle Trust Fund	
INDEX: 1550	OBJECT CODE: 702	PCA: 62671	CONTRACT AMOUNT: 535,753.00	APPROPRIATION: Local Assistance	
ITEM: 3790-101-0263	CHAPTER: 10/15	STATUTE: 2015	FISCAL YEAR: 2015/2016		

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

**Grantee**



**8/26/15**

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015  
Agency: Stanislaus County Parks and Recreation Department  
Application: Ground Operations - Frank Raines**

<b>APPLICANT NAME :</b>	Stanislaus County Parks and Recreation Department		
<b>PROJECT TITLE :</b>	Ground Operations - Frank Raines	<b>PROJECT NUMBER (Division use only) :</b>	G14-03-20-G01
<b>PROJECT TYPE :</b>	<input type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input checked="" type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
<b>PROJECT DESCRIPTION :</b>	<p>The project consists of OHV-related ground operations within the jurisdiction of the Stanislaus County Frank Raines Off-Highway Vehicle Park. Activities include, but are not limited to: maintenance of support facilities, water system maintenance and testing, fee collection, sign repair and/or replacement, volunteer support, fencing supplies, restroom cleaning, purchase of an excavator, and the purchase and installation of a propane generator. This agreement provides for staff costs; training; and equipment use expenses.</p> <p>The project will include activities to conform to the Stanislaus County Parks and Recreation Department soils conservation plan. A soils conservation standard compliance report shall be provided to the OHMVR Division at the conclusion of this project as part of the closing documents.</p> <p>The grantee is required to provide a minimum of 26% of the total project cost in matching funds.</p>		

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
<b>DIRECT EXPENSES</b>							
<b>Program Expenses</b>							
<b>1</b>	<b>Staff</b>						
	1. Senior Maintenance Worker Notes : Senior Maintenance Worker- This line item funds the position of a Parks Maintenance Worker III. He is responsible for all on the ground parks operations including fees collection, all aspects of maintenance and operation of both water treatment and wastewater plants.	1920.000 0	46.130	HRS	85,541.80	3,028.20	88,570.00
	2. Seasonal Maintenance Worker	8320.000 0	16.000	HRS	98,508.80	34,611.20	133,120.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015  
Agency: Stanislaus County Parks and Recreation Department  
Application: Ground Operations - Frank Raines**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
Notes : Seasonal Maintenance Worker- This line item funds one Maintenance Worker I/II and multiple Park Aide positions that assist in the operations and maintenance of the park and its facilities.						
3. Volunteer Notes : This line item provides for volunteer match money. Volunteers provide valuable resources to the Parks system in the form of camp hosts, equipment operators, trail maintenance, etc.	2080.000 0	13.370	HRS	0.00	27,810.00	27,810.00
<b>Total for Staff</b>				184,050.60	65,449.40	249,500.00
<b>2 Contracts</b>						
1. Toilets Pumping Notes : For pumping of portable toilets located in area without potable water..	12.0000	87.000	MOS	772.00	272.00	1,044.00
2. Convault Testing Notes : Annual leak testing of gas convault required by the San Joaquin Valley Air Pollution Control District. For a gas and diesel convault used for hold/dispensing fuel for vehicles and equipment used at the OHV park.	1.0000	1500.000	YR	1,110.00	390.00	1,500.00
3. Fix Ceiling in the Recreation Hall Notes : The ceiling in the Recreation Hall needs to be repaired/replaced.	1.0000	8000.000	EA	5,920.00	2,080.00	8,000.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015  
 Agency: Stanislaus County Parks and Recreation Department  
 Application: Ground Operations - Frank Raines**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
Currently, it leaks, and has stains and damage from when the roof was replaced in 2006.						
<b>Total for Contracts</b>				7,802.00	2,742.00	10,544.00
<b>3 Materials / Supplies</b>						
1. Fencing Supplies Notes : This line item provides for the continued fencing projects both inside and around the perimeter of the OHV park to prevent trespass both out of as well as into the OHV park, and to close volunteer trails or trails pending repair. This includes 3" galvanized steel posts, 4' or 5' "no climb" fence, peeler core posts, steel caps, wire rope, welding supplies related to fencing, etc.	1.0000	5000.000	YR	3,700.00	1,300.00	5,000.00
2. Maintenance Notes : This line item provides the staple of all maintenance for both the campground and facilities maintenance as well as OHV park maintenance and repair, like the trail repair. Past examples would be wastewater sewer pump - \$5000+, Concrete picnic table - \$600 each, Exterior doors for the Rec Hall - \$2500, Sewer line snake - \$1600, etc.	1.0000	12000.000	YR	8,880.00	3,120.00	12,000.00
3. Signs Notes : This line item	1.0000	1000.000	YR	740.00	260.00	1,000.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015  
Agency: Stanislaus County Parks and Recreation Department  
Application: Ground Operations - Frank Raines**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
provides for signs used throughout the campground and OHV park. Past examples would include: stop, one-way, fees, trail, educational, etc.						
4. Janitorial Notes : This line item provides for the janitorial supplies like garbage bags, hand and toilet paper, cleaner, etc.	1.0000	500.000	YR	370.00	130.00	500.00
5. Water Treatment System Maintenance Notes : This line item provides for the maintenance of the water treatment plant. Normally this includes chlorine, testing supplies, lab testing, filters, pumps etc.	1.0000	5000.000	YR	3,700.00	1,300.00	5,000.00
<b>Total for Materials / Supplies</b>				17,390.00	6,110.00	23,500.00
<b>4 Equipment Use Expenses</b>						
1. Equipment Rental Notes : This line item provides for rental of equipment like an auger attachment for our Backhoe for fence work, dozer or other equipment for trail repair or a trencher for irrigation installations, etc. Due to trail maintenance needing to be accomplished after rain events so that the soil will maintain proper	10000.00 00	1.000	YR	7,400.00	2,600.00	10,000.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015  
 Agency: Stanislaus County Parks and Recreation Department  
 Application: Ground Operations - Frank Raines**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
<p>cohesion, and due to availability of equipment during these times as well as the high costs for multiple delivery and pick up charges to remote areas like ours, equipment may need to be onsite longer than it is able to be used. This is still a better value than purchasing in most cases for large equipment such as a dozer that may only be needed onsite for 1-3 months. Renting equipment also saves on the County's fleet emissions totals, maintenance costs, etc.</p> <p>Example:                      D6 Dozer costs \$6000 to rent for one month plus delivery and pick up. or \$6,000 - \$18,000 per year                      VS                      D6 Dozer costs \$380,000 to purchase</p>						
2. Vehicle Use Notes : This line item provides for mileage billing of vehicles used in the maintenance, transportation and operations of the OHV park. None of these vehicles were purchased with OHV grant monies.	2000.000 0	12.000	MOS	17,760.00	6,240.00	24,000.00
3. ATV/UTV Maintenance	1500.000 0	1.000	YR	1,110.00	390.00	1,500.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015  
 Agency: Stanislaus County Parks and Recreation Department  
 Application: Ground Operations - Frank Raines**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
Notes : This line item provides for the annual maintenance of an ATV and UTV used at the OHV Park.						
<b>Total for Equipment Use Expenses</b>				26,270.00	9,230.00	35,500.00
<b>5 Equipment Purchases</b>						
1. Mini Excavator Notes : This would be used for trail maintenance at the Frank Raines OHV Park.	1.0000	90000.000	EA	66,600.00	23,400.00	90,000.00
2. Generator Notes : The generator would be used for the Water Treatment Plant which went on-line in 2014. It provides potable water to the camping and restroom facilities at the Frank Raines OHV Park. This will give the customers of the park access to power and electricity in case of power outages.  If a power outage occurred without a generator in place, visitors and employees would be without potable water for drinking, cooking, hand washing and showering during these power failures. In addition, it could also provide emergency power to our sewer lift stations to prevent sewage spillage and avoid any health and safety issues.	1.0000	270000.000	EA	199,800.00	70,200.00	270,000.00



**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015  
Agency: Stanislaus County Parks and Recreation Department  
Application: Ground Operations - Frank Raines**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
<p>During the construction of the Water Treatment Plant, the cost for a 40KW propane power generator was strongly suggested due to the frequent power outages at this remote facility. The specifications for the generator were based on an electrical engineers report. This includes:                      20,000 Project Design and plans                      100,000 Generator/Equipment                      150,000 Construction/Installation costs</p>						
<b>Total for Equipment Purchases</b>				266,400.00	93,600.00	360,000.00
<b>6 Others</b>						
<p>1. Training                      Notes : This line item provides for the continuing education for certifications required to operate the OHV Park, such as Qualified Applicators Certificate for pesticide and herbicide applications, Water Treatment and Distribution to operate the Water Treatment Plant, as well as annual safety training for ATV,4X4, etc.</p>	3000.000 0	1.000	YR	2,220.00	780.00	3,000.00
<p>2. Propane / Electrical                      Notes : These are direct costs associated with the propane that is used</p>	850.0000	12.000	MOS	7,548.00	2,652.00	10,200.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015  
Agency: Stanislaus County Parks and Recreation Department  
Application: Ground Operations - Frank Raines**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
for the hot water heaters for the showers and the hot water in the Recreation Hall.  The electrical is solely within the campground which includes the electrical pedestals at each campsite, restrooms, Recreation Hall, Entrance Station and Water Treatment Plant.						
<b>Total for Others</b>				9,768.00	3,432.00	13,200.00
<b>Total Program Expenses</b>				511,680.60	180,563.40	692,244.00
<b>TOTAL DIRECT EXPENSES</b>				511,680.60	180,563.40	692,244.00
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
<b>1</b>	<b>Indirect Costs</b>					
1. Adjustments (Rounded)	0.0000	0.000		0.40	0.00	0.40
2. Indirect Costs-Indirect Costs Notes : Indirect costs pay for accounting, managers, telephone, utilities (These are for onsite utilities that are outside of the campground like the on-site office, garages and other outlining buildings that help to store supplies for the OHV Park), internet, paper, printer ink, etc.	32530.00 00	1.000	YR	24,072.00	8,458.00	32,530.00
<b>Total for Indirect Costs</b>				24,072.40	8,458.00	32,530.40
<b>Total Indirect Costs</b>				24,072.40	8,458.00	32,530.40

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015  
 Agency: Stanislaus County Parks and Recreation Department  
 Application: Ground Operations - Frank Raines**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
<b>TOTAL INDIRECT EXPENSES</b>				24,072.40	8,458.00	32,530.40
<b>TOTAL EXPENDITURES</b>				<b>535,753.00</b>	<b>189,021.40</b>	<b>724,774.40</b>

<b>TOTAL PROJECT AWARD</b>				<b>535,753.00</b>		
----------------------------	--	--	--	-------------------	--	--

## 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: G14-03-20-G02      PROJECT TYPE: Ground Operations

GRANTEE: Stanislaus County Parks and Recreation Department

PROJECT TITLE: Ground Operations - La Grange

PROJECT PERFORMANCE PERIOD: FROM 07/08/2015 THROUGH 07/07/2016

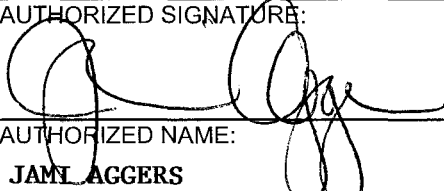
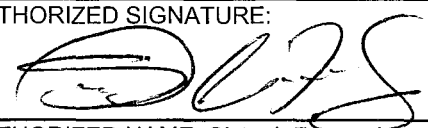
MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$306,248.00** (Three Hundred Six Thousand Two Hundred Forty Eight and 00/100)

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: <b>JAML AGGERS</b>	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: <b>DIRECTOR, PARKS &amp; RECREATION</b>	TITLE: Grants Manager
DATE: 8/10/15	DATE: 8-17-15

#### CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-27-011		VENDOR NUMBER:		FUND: Off-Highway Vehicle Trust Fund
INDEX: 1550	OBJECT CODE: 702	PCA: 62671	CONTRACT AMOUNT: 306,248.00	APPROPRIATION: Local Assistance
ITEM: 3790-101-0263		CHAPTER: 10/15	STATUTE: 2015	FISCAL YEAR: 2015/2016

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:



8/26/15

**Grantee**

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015  
Agency: Stanislaus County Parks and Recreation Department  
Application: Ground Operations - La Grange**

<b>APPLICANT NAME :</b>	Stanislaus County Parks and Recreation Department		
<b>PROJECT TITLE :</b>	Ground Operations - La Grange	<b>PROJECT NUMBER (Division use only) :</b>	G14-03-20-G02
<b>PROJECT TYPE :</b>	<input type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input checked="" type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
<b>PROJECT DESCRIPTION :</b>	<p>The project consists of OHV-related ground operations within the jurisdiction of the Stanislaus County La Grange Off-Highway Vehicle Park. Activities include, but are not limited to: maintenance of support facilities, sign repair and/or replacement, water system maintenance and testing, volunteer support, fencing repairs, trash collection, restroom cleaning, and purchase of a trail dozer. This agreement provides for support of personnel; contracts for heavy equipment and an operator; and equipment use expenses.</p> <p>The project will include activities to conform to the Stanislaus County Parks and Recreation Department soils conservation plan. A soils conservation standard compliance report shall be provided to the OHMVR Division at the conclusion of this project as part of the closing documents.</p> <p>The grantee is required to provide a minimum of 26% of the total project cost in matching funds.</p>		

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
<b>DIRECT EXPENSES</b>							
<b>Program Expenses</b>							
<b>1</b>	<b>Staff</b>						
	1. Park Manager/Supervisor Notes : Last year we had a total of 500 hours for this position. The Park Manager is responsible for the management of the park. This position could also be called a "working" supervisor. Due to the limited number of people in the department, his duties include but are not limited to the following: project supervision of	200.0000	61.960	HRS	9,170.00	3,222.00	12,392.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015  
 Agency: Stanislaus County Parks and Recreation Department  
 Application: Ground Operations - La Grange**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
maintenance, training, building fences, oversees volunteers, trail maintenance, soil conservation, and ordering of parts and supplies.						
2. Park Maintenance Worker Notes : Senior Maintenance Worker, Parks Maintenance Worker I/II-III. Responsible for operations and maintenance of the campground and OHV area. This position is responsible for entrance station operations, water system maintenance, project management, as well as the instruction and training of seasonal maintenance workers, etc.  Once we train our seasonal staff they don't stay with us very long. This has made it difficult to have consistent well- trained staff that can operate our equipment. We have reduced the number of seasonal staff hours and increased the number of full-time staff hours. Our plan is to hire a new full-time staff person in an effort to keep train staffed available to perform maintenance tasks as	2080.000 0	46.130	HRS	71,003.00	24,947.00	95,950.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015  
 Agency: Stanislaus County Parks and Recreation Department  
 Application: Ground Operations - La Grange**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
well as operate equipment at the La Grange OHV Park.						
3. Seasonal Maintenance Worker Notes : Seasonal Maintenance Worker - Performs and or assists with all aspects of campground and OHV operations and maintenance, ie: runs the entrance station, field collects user fees, cleans restrooms, empties trash, installs fencing, performs trail repair/maintenance, ect.  Normally, we hire three to four seasonal workers to help with maintenance and fee collection.	2313.000 0	16.000	HRS	27,385.00	9,623.00	37,008.00
4. Volunteer Notes : Volunteers explain park rules and regulations and provide information and maps as needed. They also assist with fee collection and park and trail maintenance.	50.0000	13.370	HRS	0.00	669.00	669.00
<b>Total for Staff</b>				107,558.00	38,461.00	146,019.00
<b>2 Contracts</b>						
1. Heavy Equipment and Operator Notes : We utilize heavy equipment and an operator to do some of the track and trail maintenance. This allows staff to focus on	1.0000	17000.000	YR	12,580.00	4,420.00	17,000.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015  
Agency: Stanislaus County Parks and Recreation Department  
Application: Ground Operations - La Grange**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
other maintenance issues. We have the contractor focus working on the race track jumps, berms, and erosion issues. Depending on priorities, we may have the contractor work in other areas of the park.						
2. Portable Restroom Rentals Notes : We have our portable toilets serviced weekly. We also rent portable toilets for our 4x4 events. Park visitation has increased over 30% this year.	1.0000	4500.000	YR	3,330.00	1,170.00	4,500.00
<b>Total for Contracts</b>				15,910.00	5,590.00	21,500.00
<b>3 Materials / Supplies</b>						
1. Fencing Supplies Notes : We will be purchasing supplies to repair fencing damaged by vehicles and vandals. This is an ongoing issue at this park.	1.0000	2000.000	YR	1,480.00	520.00	2,000.00
2. Signage Notes : We plan on replacing damaged or missing OHV Park signs.	1.0000	1000.000	YR	740.00	260.00	1,000.00
3. Structures, Grounds & Maintenance Notes : This line item includes supplies and maintenance costs for the OHV Park. The following are some of those maintenance costs: We purchase janitorial	1.0000	5000.000	YR	3,700.00	1,300.00	5,000.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015  
Agency: Stanislaus County Parks and Recreation Department  
Application: Ground Operations - La Grange**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
<p>supplies such as: toilet paper and holders, rubber gloves, brooms, squeegees, hoses, and disinfectant sprayers. Other supplies include paint, pesticides such as wasp spray, hardware such as nuts, bolts, pad locks, nails and lumber. Maintenance costs include drip and sprinkler irrigation and plumbing repair parts, light bulbs, ballasts, electrical repair parts, carpentry, sewer, electrical or well repairs. Small tools such as shovels, rakes, litter sticks, hammers, drills and bits are also purchased. We also purchase other items that are necessary to maintain the La Grange OHV Park.</p>						
<p>4. Soil for Tracks Notes : The Intermediate track has a lot of exposed rocks on the track near the south entrance. We want to cover those with top soil to repair those areas of the track and improve rider safety.</p>	1.0000	10000.000	YR	7,400.00	2,600.00	10,000.00
<p>5. Boulders Notes : We plan to place boulders in areas that we want Park Users to stay in bounds in the following areas:</p>	1.0000	20000.000	YR	14,800.00	5,200.00	20,000.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015  
Agency: Stanislaus County Parks and Recreation Department  
Application: Ground Operations - La Grange**

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	Campgrounds, access roads and intermediate and hill climb areas. This should help define the riding areas.  We also plan to add boulders to in an existing trail area to enhance the riding experience.						
<b>Total for Materials / Supplies</b>					28,120.00	9,880.00	38,000.00
<b>4</b>	<b>Equipment Use Expenses</b>						
	1. Equipment Maintenance Notes : Equipment maintenance includes: fuel and minor maintenance cost associated with our off-road equipment and power tools. Vehicle maintenance based on actual OHV mileage use is also included for the 6-8 pickup trucks used for OHV maintenance and entrance station operations.	1.0000	7000.000	YR	5,180.00	1,820.00	7,000.00
<b>5</b>	<b>Equipment Purchases</b>						
	1. Dozer Notes : We would like to purchase a new dozer. We currently share a D3 dozer with Frank Raines OHV Park .It is over 50 years old and does not meet current air pollution standards, so we operate it less than 200 hours a year, so it remains classified exempt as a low use	1.0000	187000.000	EA	138,380.00	48,620.00	187,000.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015  
 Agency: Stanislaus County Parks and Recreation Department  
 Application: Ground Operations - La Grange**

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	vehicle. Both parks need to use the dozer at the same time, and after a rainfall. Therefore, a dozer at the La Grange site will enable the crew to complete maintenance in a more timely fashion.						
<b>6</b>	<b>Others</b>						
<b>Total Program Expenses</b>					295,148.00	104,371.00	399,519.00
<b>TOTAL DIRECT EXPENSES</b>					295,148.00	104,371.00	399,519.00
<b>INDIRECT EXPENSES</b>							
<b>Indirect Costs</b>							
<b>1</b>	<b>Indirect Costs</b>						
	1. Indirect Costs- Administrative Overhead Notes : Administrative expenses are included in indirect costs as well as costs such as utilities, cell phones, garbage collection, water testing, office supplies, credit card processing, and internet connection.	1.0000	15000.000	YR	11,100.00	3,900.00	15,000.00
<b>Total Indirect Costs</b>					11,100.00	3,900.00	15,000.00
<b>TOTAL INDIRECT EXPENSES</b>					11,100.00	3,900.00	15,000.00
<b>TOTAL EXPENDITURES</b>					<b>306,248.00</b>	<b>108,271.00</b>	<b>414,519.00</b>
<b>TOTAL PROJECT AWARD</b>					<b>306,248.00</b>		



## 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.