

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

DEPT: Parks and Recreation

BOARD AGENDA # *B-2

Urgent

mm
Routine

AGENDA DATE January 26, 2016

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Apply for, Enter into and Sign the Grant Agreements and Contracts for the Off-Highway Motor Vehicle Recreation Division, and the Department of Housing and Community Development Housing-Related Parks Program for Fiscal Year 2016-2017

STAFF RECOMMENDATIONS:

1. Authorize the Director of Parks and Recreation, or designee, to apply for, enter into and sign the grant agreements and contracts for the Off-Highway Motor Vehicle Recreation Division grants Program for Fiscal Year 2016-2017.
2. Authorize the Director of Parks and Recreation, or designee, to apply for, enter into and sign the grant agreements and contracts for the Department of Housing and Community Development Housing-Related Parks Program for Fiscal Year 2016-2017.

(Continued Next Page)

FISCAL IMPACT:

State agreements and contracts detailed in this item represent approximately \$535,000 in revenue for the Off-Highway Vehicle Parks and potentially \$350,000 for Community Parks for Fiscal Year 2016-2017. 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 2016-2017 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. 2016-49

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

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

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
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Apply for, Enter into and Sign the Grant Agreements and Contracts for the Off-Highway Motor Vehicle Recreation Division, and the Department of Housing and Community Development Housing-Related Parks Program for Fiscal Year 2016-2017

STAFF RECOMMENDATIONS (Continued):

3. Authorize the Director of Parks and Recreation, or designee, to approve and sign any amendments to the grant agreements and contracts for the Off-Highway Motor Vehicle Recreation Division grants.
4. Authorize the Director of Parks and Recreation, or designee, to approve and sign any amendments to the grant agreements and contracts for the Department of Housing and Community Development Housing-Related Parks Program for Fiscal Year 2016-2017.
5. Adopt a Resolution to authorize the Director of Parks and Recreation to apply for, sign, and accept an Off-Highway Vehicle grant from the California Department of Parks and Recreation for Fiscal Year 2016-2017 for development, maintenance, administration, and related activities at the Frank Raines and La Grange Regional Parks.
6. Adopt a Resolution to authorize the Director of Parks and Recreation to apply for, sign, and accept the Department of Housing and Community Development Housing Related Parks Program Fiscal Year 2016-2017.

DISCUSSION:

The Department of Parks and Recreation (Department) has 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 grants, enter into and sign agreements and contracts for those funds, and accept awards of these funds for Budget Year 2016-2017.

The following is a list of anticipated agreements and contracts for Budget Year 2016-2017.

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 entire country.

Approval to Apply for, Enter into and Sign the Grant Agreements and Contracts for the Off-Highway Motor Vehicle Recreation Division, and the Department of Housing and Community Development Housing-Related Parks Program for Fiscal Year 2016-2017

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, operations and maintenance, fencing, signage, labor, vehicles, office supplies, small equipment, equipment rentals, water system testing and maintenance, utilities, and administrative overhead. For Budget Year 2016-2017, approximately \$385,000 is anticipated to be available to the County for Frank Raines Regional Park and approximately \$150,000 is anticipated to be available for La Grange Regional Park. In Fiscal Year 2015-2016, the Department was awarded \$535,753 for Frank Raines Regional Park and \$306,248 for La Grange Regional Park. For reference, the amounts in this last grant are significantly higher because of the request to purchase heavy equipment for the parks.

The Department of Housing and Community Development
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 2010 - 2015. 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 recreation 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.

Approval to Apply for, Enter into and Sign the Grant Agreements and Contracts for the Off-Highway Motor Vehicle Recreation Division, and the Department of Housing and Community Development Housing-Related Parks Program for Fiscal Year 2016-2017

The Department will be requesting grant funds on behalf of the Community Parks to be used for renovation purposes. Approximately \$350,000 will be used for renovations that could include lighting, fencing, parking, restrooms, playgrounds, Americans with Disabilities Act (ADA) compliance, and/or field rehabilitation. The grant specifically provides benefits to parks that range from places for organized team sports, outdoor recreation, permanent play structures, tables, barbeques, shade 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 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 land 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

ATTACHMENT(S):

1. Resolution for Off-Highway Vehicle Grant
2. Resolution for Department of Housing Related Parks Program

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

2016-49 (a)

Date: January 26, 2016

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

Item # *B-2

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 2016-2017**

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

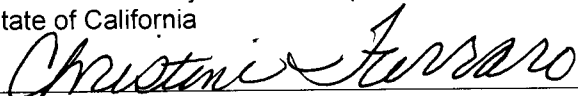
Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and

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

2016-49 (b)

Date: January 26, 2016

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

Item # *B-2

THE FOLLOWING RESOLUTION WAS ADOPTED:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF STANISLAUS COUNTY DEPARTMENT
OF PARKS AND RECREATION AUTHORIZING APPLICATION FOR HOUSING RELATED PARKS
GRANT**

WHEREAS, the State of California, Department of Housing and Community Development (Department) issued a Notice of Funding Availability dated October 26, 2015 (NOFA), under its Housing-Related Parks (HRP) Program.

WHEREAS, by Resolution No. Stanislaus County, Department of Parks and Recreation was authorized to apply for a HRP Program Grant and submitted the 2016 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.

THEREFORE, IT IS RESOLVED THAT:

1. The Applicant is hereby authorized and directed to apply for and submit to the Department the HRP Program Application Package released November 2015 for the 2016 Designated Program Year in an amount not to exceed \$400,000. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in an amount not to exceed \$400,000, 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").
2. 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.

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

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

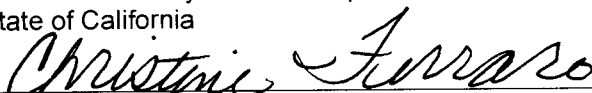
Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and

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.

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

15-HRPP-10982

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

Stanislaus County Department of Parks and Recreation

2. The term of this Agreement is:

Upon HCD Approval through 09/30/2018

3. The maximum amount of this Agreement is:

\$333,700.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Authority, Purpose and Scope of Work	2
Exhibit B - Budget Detail and Payment Provisions	2
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - HRPP Terms and Conditions	2
Exhibit E - Special Terms and Conditions	0
Exhibit F - Additional Provisions	0

TOTAL NUMBER OF PAGES ATTACHED:

6 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc)

Stanislaus County Department of Parks and Recreation

BY (Authorized Signature)

DATE SIGNED (Do not type)

12/6/16

PRINTED NAME AND TITLE OF PERSON SIGNING

Jami Aggers Parks & Recreation Director

ADDRESS

3800 Cornucopia Way Suite C, Modesto, CA 95357

STATE OF CALIFORNIA

AGENCY NAME

Department of Housing and Community Development

BY (Authorized Signature)

DATE SIGNED (Do not type)

12/14/2016

PRINTED NAME AND TITLE OF PERSON SIGNING

Synthia Rhinehart, Contracts Manager, Business & Contract Services Branch

ADDRESS

2020 W. El Camino Ave., Sacramento, CA 95833

Exempt per: **SCM 4.04.A.3 (DGS Memo dated 6/12/81)**

California Department of
General Service
Use Only

DEC 14 2016

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

Housing-Related Parks (HRP) Program Grant

1. Authority

Pursuant to Chapter 8 of Part 2 of Division 31 of the California Health and Safety Code, commencing with Section 50700, as added by Section 1 of Chapter 641 of the Statutes of 2008, the State of California Department of Housing and Community Development (herein referred to as the "State" or the "Department") has established the Housing-Related Parks (HRP) Program (the "Program"). This Standard Agreement (the "Agreement") is entered into under the authority of, and in furtherance of the purposes of, the Program as set forth in Health and Safety Code Section 50701. Pursuant to Health and Safety Code Sections 50702 and 50704.5, the State has issued a Notice of Funding Availability, dated October 26, 2015 (NOFA) and Program guidelines dated November 2015 (the "Guidelines") governing the Program.

2. Purpose

In accordance with the authority cited above, the Contractor has applied to the State for financial assistance (the "Application") in the form of a grant from the Program (the "Grant"). The State has agreed to make the Grant, as a financial incentive based on the issuance of housing starts, for housing units affordable to very low- and low-income households by the Contractor pursuant to the terms of the NOFA, the Guidelines and this Agreement. Based on the representations made by the Contractor in its Application, which is hereby incorporated as if set forth in full, the State shall provide a Grant in the amount shown below for the purpose of paying for capital improvement(s) related to the acquisition, rehabilitation, or construction of a Park and Recreation Facility.

The State and the Contractor have agreed to enter into this Agreement in accordance with the terms and conditions herein, subject to all the provisions of the applicable statutes, the NOFA, the Guidelines and further subject to the State laws and requirements governing State contracts. Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines.

3. Scope of Work

This project will provide a parking lot, sidewalk access to amenities, provide a park sign, renovate basketball court, and provide lighting/fencing and a bathroom renovation to Fairview Park.

EXHIBIT A

4. Grant Timelines

No work performed prior to the effective date of this Agreement or after June 30, 2018, shall be funded. The effective date of this Agreement is the date it is executed by the State, after execution by the Contractor. All funds must be requested from the Department no later than April 30, 2018. For the purpose of this Agreement, no funds may be expended after June 30, 2018. It is the responsibility of the Contractor to monitor the project and timeliness of draws within the specified dates.

5. Grant Amount

The total amount of this Grant is \$ 333,700.00.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

HRP Program Grant

1. Allowable Uses of Grant Funds

- A. Grant funds shall only be used for projects approved by the State that involve the construction, rehabilitation, and/or acquisition of capital assets as defined by the California Government Code, Section 16727(a) that benefit the community within the Contractor's jurisdiction and as further set out in Section 108 of the Guidelines. Capital assets include tangible physical property with an expected useful life of fifteen (15) years or more, equipment with an expected useful life of two (2) years or more, or major maintenance, reconstruction, or demolition for purposes of reconstruction and/or retrofitting work.
- B. Incidental expenses shall not be paid by Grant funds unless they are directly related to the construction or acquisition of an eligible capital asset. Such expenses include costs associated with planning, engineering, construction management, environmental impact reports, appraisals, site acquisitions, or necessary easements.
- C. Grant funds shall not be expended for the administrative costs of persons directly employed by the Contractor or for other "soft" costs that are not directly related to the construction, rehabilitation or acquisition of capital assets.

2. Performance

Contractor shall take such actions, pay such expenses and do all things necessary to complete the Work specified in Exhibit A in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

3. Fiscal Administration

- A. Term: The effective date of this Agreement is the date upon which it is executed by the State (the date stamped in the lower right portion of the Standard Agreement (Std. 213) through September 30, 2018. All funds must be requested by the Contractor by April 30, 2018 and expended by June 30, 2018. This Agreement shall terminate September 30, 2018.
- B. The Contractor shall make any and all request(s) for disbursement no earlier than ninety (90) days from the anticipated need for the funds, using the forms provided by the State. The forms will be made available at <http://www.hcd.ca.gov/hpd/hrpp>. The Contractor shall expend the funds within 90 days from the date of receipt from the State, or by June 30, 2018, whichever occurs earlier and subsequent supporting documentation shall be submitted to the Department.
- C. Failure to expend contract funds in a timely manner may affect future funding.

EXHIBIT B

- D. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest bearing checking or savings account, or the State may require the Contractor to deposit all Grant funds into a segregated account in an institution whose deposits are insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for allowable, Program purposes and accounted for to the State. All funds not expended within 90 days of receipt, or by June 30, 2018, as applicable, shall be returned to the State with accrued interest.
- E. The Contractor shall make a good faith effort to minimize the number of disbursement requests to the State by anticipating and requesting in advance the maximum amount of funds that can be expended within the (ninety) 90 day time frame.
- F. The Contractor shall inform the State within a reasonable amount of time in the event that expenditures related to an authorized project(s) are less than the total Grant award. The Contractor may expend the balance of Grant funds on additional capital assets projects, upon written State approval. Contractor shall provide the State with a letter of request that describes the additional project(s) to be funded.
- G. The Contractor shall immediately inform the State, no later than December 31, 2017, if the Contractor anticipates it will not be able to expend all Grant funds by June 30, 2018.
- H. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability accountability of expenditures charged to Grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- I. Any Grant funds remaining unexpended as of June 30, 2018, must be returned to the State with accrued interest. Checks shall be made payable to the Department of Housing and Community Development (HCD) and shall be mailed to the Department at the address below, no later than July 31, 2018.

Department of Housing and Community Development
Accounting Division
2020 W. El Camino Ave.
P.O. Box 952050
Sacramento, California 94252-2050

EXHIBIT D

HRP PROGRAM GENERAL TERMS AND CONDITIONS

HRP Program Grant

1. Report Requirements

During the term of this Agreement, the Contractor shall submit the following reports by the deadlines specified, or as otherwise required at the discretion of the State:

- A. The Contractor shall submit annual reports to the State thirty (30) days after December 31st of each year ("Annual Report"), during the term of this Agreement for as long as the Contractor has not expended all Grant funds. The Annual Report shall contain (1) the progress the Contractor has made in completing the approved projects partially or wholly funded by the Grant, including a description of the community benefit; (2) the amount of Grant funds drawn down and expended to date by the Contractor; and (3) a description of projects completed. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>; and,
- B. Upon complete expenditure of the Grant funds, the Contractor shall submit a final report in a manner satisfactory to the State ("Final Report"). The Final Report shall be submitted to the State within 60 days of June 30, 2018, the date all funds must be expended. The Final Report shall contain (1) a description of the final capital assets constructed or purchased with the Grant funds; and, (2) the number of certificates of occupancy issued in relation to the number of building permits issued in the program year. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>.

2. State Contract Coordinator

The state contract coordinator of this Agreement for the Department is the HRP Program Manager, Division of Housing Policy Development, or the Manager's designee ("State Contract Coordinator"). Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed first class to the State Contract Coordinator at the following address:

Department of Housing and Community Development
Division of Housing Policy Development
2020 W. El Camino Ave, P.O. Box 95250
Sacramento, California 94252-2050
Attention: HRP Program Manager

3. Audit/Retention and Inspection of Records

Contractor agrees that the Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Contractor agrees to provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal

EXHIBIT D

business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the California Public Contract Code Section 10115 et seq., the California Government Code Section 8546.7 and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in the California Public Contract Code Section 10115.10.

4. Special Conditions

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

5. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter I (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

- B. For the purpose of this requirement "construction work" includes, but is not limited to rehabilitation, alternation, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract, with the properly licensed building contractor incorporating these requirements (the "construction contractor"). Where the construction contract will be between the Contractor and a licensed building contractor the Contractor shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Contractor will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body". Prior to any disbursement of funds, including but not limited to release of any final retention payment, the State may require a certification from the awarding body that prevailing wages have been or will be paid.

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G15-03-20-G01 PROJECT TYPE: Ground Operations

GRANTEE: Stanislaus County Parks and Recreation Department

PROJECT TITLE: Ground Operations - Frank Raines

PROJECT PERFORMANCE PERIOD: FROM 07/08/2016 THROUGH 07/07/2017

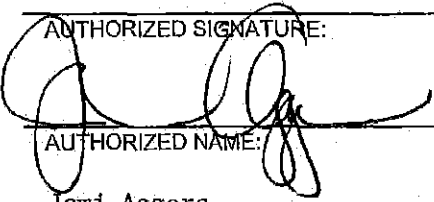
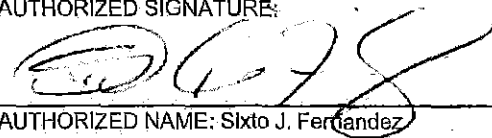
MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$345,250.00 (Three Hundred Forty Five Thousand Two Hundred Fifty and 00/100)

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: Jami Aggers	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: Director of Parks & Recreation	TITLE: Grants Manager
DATE: November 10, 2016	DATE: 11-10-16

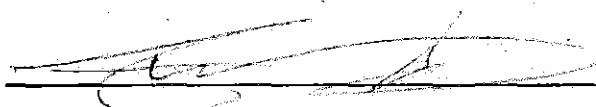
CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: G15-03-20-G01		VENDOR NUMBER: 4000000038-00		FUND: Off-Highway Vehicle Trust Fund	
INDEX: 1550	OBJECT CODE: 702	PGA: 62672	CONTRACT AMOUNT: 345,250.00	APPROPRIATION: Local Assistance	
ITEM: 3790-101-0263	CHAPTER: 23/16	STATUTE: 2016	FISCAL YEAR: 2016/2017		

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:



11-18-16

Grantee

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2015/2016
Agency: Stanislaus County Parks and Recreation Department
Application: Ground Operations - Frank Raines**

APPLICANT NAME :	Stanislaus County Parks and Recreation Department		
PROJECT TITLE :	Ground Operations - Frank Raines	PROJECT NUMBER (Division use only) :	G15-03-20-G01
PROJECT TYPE :	<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		
PROJECT DESCRIPTION :	<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, campground improvements, maintaining physical barriers to control OHV use.</p> <p>The project includes the purchase of two 4x4 trucks as well as purchase of materials, supplies and/or equipment necessary to successfully complete the project.</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
DIRECT EXPENSES						
Program Expenses						
1	Staff					
1. Senior Maintenance Worker Notes : This line items funds the position of a Parks Maintenance Worker III. He is responsible for all on the grounds parks operations including fees collection, all aspects of maintenance, and operation of both water treatment and	2000.00 00	46.000	HRS	68,600.00	23,400.00	92,000.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2015/2016
Agency: Stanislaus County Parks and Recreation Department
Application: Ground Operations - Frank Raines**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
wastewater plants.						
2. Park Maintenance Worker Notes : Park Maintenance Worker I - This position is a full time maintenance position to support the Park Maintenance Worker III and supervise Seasonal Maintenance Workers.	2000.00 00	30.000	HRS	44,400.00	15,600.00	60,000.00
3. Seasonal Maintenance Worker Notes : This line items funds multiple park aid positions that assist in the operations and maintenance of the park and its facilities.	7690.00 00	16.000	HRS	91,049.00	31,991.00	123,040.00
4. 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.	1000.00 00	13.500	HRS	0.00	13,500.00	13,500.00
Total for Staff				204,049.00	84,491.00	288,540.00
2 Contracts						
1. Annual Fuel Convault Testing Notes : Annual leak testing of gas convault required by the San Joaquin Valley Air Pollution Control District for a gas convault used to hold/dispense fuel for equipment used at the	1.0000	1500.000	YR	1,110.00	390.00	1,500.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2015/2016
 Agency: Stanislaus County Parks and Recreation Department
 Application: Ground Operations - Frank Raines**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
OHV Park.						
2. Recreation Hall Doors Notes : Purchase and installation of (2) doors at the Recreation Hall. This will complete the replacement of all doors at the Hall.	2.0000	1500.000	YR	2,220.00	780.00	3,000.00
Total for Contracts				3,330.00	1,170.00	4,500.00
3 Materials / Supplies						
1. Fencing Supplies Notes : Provides for the continuing fencing projects both inside and around the perimeter of the OHV Park to prevent trespass both out od as well as into the OHV Park, and to close volunteer trails or trails pending repair. This includes 3 inch galvanized steel posts, 4-5 foot "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. Janitorial Notes : Provides for the janitorial supplies. Supplies like, garbage bags, hand and toilet paper, cleaner, etc.	1.0000	1000.000	YR	740.00	260.00	1,000.00
3. Water Treatment Plant Maintenance Notes : Provides for the maintenance of the Water Treatment Plant. Normally this includes chlorine, testing	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 - 2015/2016
 Agency: Stanislaus County Parks and Recreation Department
 Application: Ground Operations - Frank Raines**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
supplies, lab testing, filters, pumps, etc.						
4. Maintenance Supplies Notes : This line items provides the staple of all maintenance for both the campground; including facilities maintenance as well as OHV Park maintenance and repair, like trail maintenance. Past examples would be waste water sewer pump - \$5,000 + , concrete picnic tables - \$600.00 each , replacement/purchase of hand and power tools.	1.0000	12000.000	YR	8,880.00	3,120.00	12,000.00
5. Signs Notes : Provides for signs used through out the camp ground and OHV park. Past examples would include: Stop, One Way, Fees, Trail, Educational, etc.	1.0000	1000.000	YR	740.00	260.00	1,000.00
Total for Materials / Supplies				17,760.00	6,240.00	24,000.00
4 Equipment Use Expenses						
1. Equipment Rental Notes : Provides for rental of equipment like: auger attachment for backhoe for fencing projects, dozer or other equipment for trail repair, or trencher for irrigation installations etc.	1.0000	10000.000	YR	7,400.00	2,600.00	10,000.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2015/2016
 Agency: Stanislaus County Parks and Recreation Department
 Application: Ground Operations - Frank Raines**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
<p>Due to trail maintenance needing to be accomplished after rain events so that the soil will maintain proper cohesion, and due to availability of equipment during these times, as well as the high cost for multiple delivery and pick up charges to remote areas like ours, equipment needs to be on site for its continued availability. The \$10,000 we are requesting pays for the time the equipment has to be on site such as a dozer which costs approx. 4-6 thousand dollars a month. In last years grant, we asked for the same amount - \$10,000 in Equipment Rental.</p>						
<p>2. Vehicle Use Notes : Current vehicles are a 2007 Chevy Crew Cab 4x4, 1999 Dodge extended Cab 4x4 and a 1996 Ford Standard Cab 4x4. Both the Chevy and the Dodge are at 200,000 miles and are experiencing maintenance repairs that are cost prohibitive. Therefore, staff occasionally uses vehicles out of our Fleet</p>	12.0000	2000.000	MOS	17,760.00	6,240.00	24,000.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2015/2016
Agency: Stanislaus County Parks and Recreation Department
Application: Ground Operations - Frank Raines**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
<p>inventory as needed. This is the reason we are requesting two new dedicated OHV vehicles.</p> <p>This line item provides for per mile reimbursement to cover fuel and maintenance of vehicles used in the maintenance, transportation and operations of the OHV Park.</p>						
<p>3. ATV/UTV Maintenance Notes : Provides for the maintenance of the UTV and the ATV used at the OHV Park.</p>	1.0000	1500.000	YR	1,110.00	390.00	1,500.00
Total for Equipment Use Expenses				26,270.00	9,230.00	35,500.00
5 Equipment Purchases						
<p>1. 4X4 trucks Notes : This line items provides for the purchase of 2 trucks to be used at the OHV Park. The 2 existing OHV vehicles is at the 200,000 mile mark and are due for replacement. Due to the remote location and no radio or cell service, the current vehicles are being identified, by our safety representative, as a potential liability.</p>	2.0000	35000.000	EA	51,800.00	18,200.00	70,000.00
6 Others						
<p>1. Propane / Electrical Notes : These are direct</p>	850.000 0	12.000	MOS	7,548.00	2,652.00	10,200.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2015/2016
Agency: Stanislaus County Parks and Recreation Department
Application: Ground Operations - Frank Raines**

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	costs associated with the propane that are used for the hot water heaters for the showers, and the hot water heater and stove/oven in the Recreation Hall.						
	Electrical - The electrical is solely within the campground which includes the electrical pedestals at each campsite, restrooms, Recreation Hall, Entrance Station and Water Treatment Plants.						
Total Program Expenses					310,757.00	121,983.00	432,740.00
TOTAL DIRECT EXPENSES					310,757.00	121,983.00	432,740.00
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
	1. Indirect Costs- Management personnel, con Notes : Indirect Costs pay for accounting, telephone, utilities , contract administration, postage, management personnel, cell phones, uniform expenses etc.	1.0000	46613.000	YR	34,493.00	12,120.00	46,613.00
Total Indirect Costs					34,493.00	12,120.00	46,613.00
TOTAL INDIRECT EXPENSES					34,493.00	12,120.00	46,613.00
TOTAL EXPENDITURES					345,250.00	134,103.00	479,353.00
TOTAL PROJECT AWARD					345,250.00		

ATTACHMENT 2

Project Agreement General Provisions (Local Agencies Only)

A. Definitions

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

B. Project Execution

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

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

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

The Grantee, shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State approved development plans, specifications and estimates or Force Account Schedule. The Grantee shall make property or facilities acquired and/or developed pursuant to this agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.

ATTACHMENT 2

4. If the Project includes acquisition of real property, and the cost of which is to be reimbursed with Grant moneys under this agreement, shall as required thereby, comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this agreement.
5. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. Grantee agrees to furnish the State additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

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

C. Project Costs

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

1. If the Project includes acquisition of real property, the State shall disburse to Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this agreement.

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

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

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

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred twenty (120) days after completion of Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this agreement available for inspection by the State upon request.

ATTACHMENT 2

3. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. The Grantee may be provided advanced payments for Grants but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance. The Grantee shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

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

5. Equipment must be used solely for OHV related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes

E. Project Termination

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

F. Hold Harmless

1. Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents and employees.
2. The Grantee shall protect indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise

ATTACHMENT 2

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

3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain all financial accounts, documents, and records for three (3) years from the expiration date of the Project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.
2. During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

H. Use of Facilities

1. The property acquired or developed with Grant moneys under this agreement shall be used by the Grantee only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall without cost to State, except as may be otherwise provided in this or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the provisions of this agreement, the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other provision of law which may be applicable to such operation and maintenance.
3. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project agreement.

J. Application Incorporation

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

ATTACHMENT 2

K. Severability

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

L. Governing Law

1. This agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this agreement shall take place in the county wherein the Project funded by this agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G15-03-20-G02 PROJECT TYPE: Ground Operations

GRANTEE: Stanislaus County Parks and Recreation Department

PROJECT TITLE: Ground Operations - La Grange

PROJECT PERFORMANCE PERIOD: FROM 07/08/2016 THROUGH 07/07/2017

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$218,928.00 (Two Hundred Eighteen Thousand Nine Hundred Twenty Eight and 00/100)

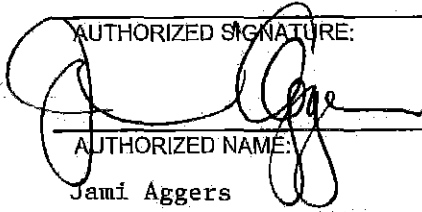

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

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: Jami Aggers	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: Director of Parks & Recreation	TITLE: Grants Manager
DATE: November 10, 2016	DATE: 11-10-16

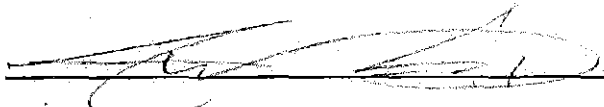
CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-28-075		VENDOR NUMBER: 4000000038-00		FUND: Off-Highway Vehicle Trust Fund	
INDEX: 1550	OBJECT CODE: 702	PCA: 62672	CONTRACT AMOUNT: 218,928.00	APPROPRIATION: Local Assistance	
ITEM: 3790-101-0263	CHAPTER: 23/16	STATUTE: 2016	FISCAL YEAR: 2016/2017		

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:



11-18-16

Grantee

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2015/2016
Agency: Stanislaus County Parks and Recreation Department
Application: Ground Operations - La Grange**

APPLICANT NAME :	Stanislaus County Parks and Recreation Department		
PROJECT TITLE :	Ground Operations - La Grange	PROJECT NUMBER (Division use only) :	G15-03-20-G02
PROJECT TYPE :	<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		
PROJECT DESCRIPTION :	<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, motocross track maintenance, erosion repair, installing physical barriers, sign repair and/or replacement, water system maintenance and testing, volunteer support, fencing repairs, trash collection, and restroom cleaning.</p> <p>The project may also include the purchase of materials, supplies and/or equipment necessary to successfully complete the project.</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
DIRECT EXPENSES							
Program Expenses							
1	Staff						
	1. Park Manager/Supervisor	200.000	61.960	HRS	9,170.00	3,222.00	12,392.00
	Notes :	0					
	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						

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2015/2016
 Agency: Stanislaus County Parks and Recreation Department
 Application: Ground Operations - La Grange**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
maintenance, training, 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.	2080.00 00	46.130	HRS	71,003.00	24,947.00	95,950.00
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.	2313.00 00	16.000	HRS	27,385.00	9,623.00	37,008.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2015/2016
Agency: Stanislaus County Parks and Recreation Department
Application: Ground Operations - La Grange**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
Normally, we hire three to four seasonal workers to help with maintenance and fee collection.						
4. Volunteer Notes : Volunteers may explain park rules and regulations and provide information and maps as needed. They also may assist with fee collection and park and trail maintenance.	50.0000	13.370	HRS	0.00	669.00	669.00
Total for Staff				107,558.00	38,461.00	146,019.00
2 Contracts						
1. Heavy Equipment and Operator Notes : We utilize heavy equipment and an operator to do track and trail maintenance and erosion issues. This allows staff to focus on other maintenance issues. The cost has increased this year for several reasons. One, we are planning on providing a better riding surface on our motocross track by grooming it more often and we are wanting to handle more of the erosion issues.	1.0000	26000.000	YR	19,240.00	6,760.00	26,000.00
2. Portable Restroom Rentals Notes : We have our portable toilets serviced weekly. We also rent portable	1.0000	4500.000	YR	3,330.00	1,170.00	4,500.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2015/2016
Agency: Stanislaus County Parks and Recreation Department
Application: Ground Operations - La Grange**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
toilets for our 4x4 events.						
Total for Contracts				22,570.00	7,930.00	30,500.00
3 Materials / Supplies						
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 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,	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 - 2015/2016
Agency: Stanislaus County Parks and Recreation Department
Application: Ground Operations - La Grange**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
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.						
4. Soil for Tracks Notes : The Novice track has a lot of exposed rocks on the south side of the track. We want to cover those with top soil to repair those areas of the track and improve rider safety.	1.0000	10000.000	YR	7,400.00	2,600.00	10,000.00
5. Boulders Notes : We plan to have boulders placed on existing trail areas to enhance the riding experience.	1.0000	10000.000	YR	7,400.00	2,600.00	10,000.00
Total for Materials / Supplies				20,720.00	7,280.00	28,000.00
4 Equipment Use Expenses						
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	1.0000	7000.000	YR	5,180.00	1,820.00	7,000.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2015/2016
Agency: Stanislaus County Parks and Recreation Department
Application: Ground Operations - La Grange**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
is also included for the 4-86 pickup trucks used for OHV maintenance and entrance station operations.						
5 Equipment Purchases						
1. Purchase two 4x4 Trucks Notes : We plan to purchase (2) 4x4 trucks to use at La Grange OHV Park. Some of the trucks we currently use are 2 wheel drive and can not access some areas of the park. Adding (2) 4x4 trucks would allow staff better access to complete their work in the OHV area.	2.0000	35000.000	EA	51,800.00	18,200.00	70,000.00
6 Others						
Total Program Expenses				207,828.00	73,691.00	281,519.00
TOTAL DIRECT EXPENSES				207,828.00	73,691.00	281,519.00
INDIRECT EXPENSES						
Indirect Costs						
1 Indirect Costs						
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

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2015/2016
Agency: Stanislaus County Parks and Recreation Department
Application: Ground Operations - La Grange**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
Total Indirect Costs				11,100.00	3,900.00	15,000.00
TOTAL INDIRECT EXPENSES				11,100.00	3,900.00	15,000.00
TOTAL EXPENDITURES				218,928.00	77,591.00	296,519.00
TOTAL PROJECT AWARD				218,928.00		

Project Agreement General Provisions (Nonfederal Applicants 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.

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.

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

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

3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain all financial accounts, documents, and records for three (3) years from the expiration date of the Project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.
2. During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

H. Use of Facilities

1. The property acquired or developed with Grant moneys under this agreement shall be used by the Grantee only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall without cost to State, except as may be otherwise provided in this or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the provisions of this agreement, the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other provision of law which may be applicable to such operation and maintenance.
3. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chapple-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project agreement.

J. Application Incorporation

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

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.
2. Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during performance period.