

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

DEPT: Sheriff

BOARD AGENDA #: *B-5

AGENDA DATE: May 9, 2017

SUBJECT:

Approval to Apply for, and Accept if Awarded, a Law Enforcement Grant from the California State Parks Off-Highway Vehicles Grant Program to Enhance Emergency Response and Safety for the County's Off-Highway Vehicle Parks

BOARD ACTION AS FOLLOWS:

No. 2017-240

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

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Sheriff

Urgent

Routine

BOARD AGENDA #: *B-5

AGENDA DATE: May 9, 2017

CEO CONCURRENCE:

4/5 Vote Required: Yes No

SUBJECT:

Approval to Apply for, and Accept if Awarded, a Law Enforcement Grant from the California State Parks Off-Highway Vehicles Grant Program to Enhance Emergency Response and Safety for the County's Off-Highway Vehicle Parks

STAFF RECOMMENDATIONS:

1. Authorize the Sheriff to Apply for a grant of up to \$335,944 to the California State Parks, Off-Highway Motor Vehicle Recreation Division (OHV) grant program for increased Law Enforcement services at Frank Raines Regional Park and La Grange Park in Stanislaus County.
2. Adopt the Resolution to apply for the California State Parks Off-Highway Vehicle Grant.
3. Authorize the Sheriff to accept, if awarded, the funding from the California State Parks, Off-Highway Motor Vehicle Recreation Division.
4. Authorize the Sheriff to sign and administer the California State Parks Off-Highway Motor Vehicle Recreation Division Grants and Cooperative Agreements Program for the Project Performance Period if awarded.

DISCUSSION:

The State of California Department of Parks and Recreation, administers the Off-Highway Vehicle (OHV) Grant Program that provides funding to cities, counties and appropriate districts and non-profit organizations that deliver OHV recreation and OHV-related activities. An OHV is defined in the California Vehicle Code (CVC) as a motorcycle, snowmobile, all-terrain vehicle (ATV), jeep, sand buggy or dune buggy, and any street licensed motor vehicle being used off-highway. The Off-Highway Motor Vehicle Recreations Act of 2003 authorizes the allocation of grant funds for the purpose of establishing, maintaining, managing and rehabilitating OHV areas, trails and facilities in California. At the request of the Grantor, Stanislaus County is submitting requests for both parks (Frank Raines and La Grange) under one application. The agenda item is being submitted for Board approval to apply for the available grant funding and approval of a resolution as required by the State funding agency. This Law Enforcement Grant would allow the Sheriff's Department to purchase much needed patrol, safety and rescue equipment such as rappelling equipment and First Aid supplies and allow over-time shifts for patrol, rescues and special events in both parks. Having these additional resources and funds would enhance off-road funding, allow greater patrol coverage in our parks, provide deputies with safety gear for searches and rescues, and allow immediate first aid to injured persons within the parks.

Approval to Apply for, and Accept if Awarded, a Law Enforcement Grant from the California State Parks Off-Highway Vehicles Grant Program to Enhance Emergency Response and Safety for the County's Off-Highway Vehicle Parks

Stanislaus County is set aside from most other Counties within the State of California due to the fact that the County owns and operates not one, but two Off-Highway Vehicle Parks totaling 2,000 acres of available and dedicated land for all types of off-road adventures for County residents and visitors alike. OHV visitors come from Stanislaus County and there are routinely visitors from the Bay Area, Sacramento, Fresno, and the Sierra Foothills. Both parks are open to all registered and CVC compliant vehicles such as: 4 wheel drive, ATV's, Sand-Rails, Motorcycles and buggies to name a few.

Frank Raines Regional Park is located approximately 17 miles west of Patterson, California in Del Puerto Canyon's rugged slopes of the Coastal Range. The park is divided functionally into two units separated by several miles of road. The north section encompasses over 1,600 acres of developed and undeveloped areas with off-road vehicles trails, overnight camping and a day use area. The trails are rated for beginners with stock OHV's to advanced, for well-equipped OHV's in very steep terrain, as well as rock crawling and a mud-bog. The OHV area includes an entrance station, campground with 34 hook-up campsites, recreation hall, restrooms/showers, and a group picnic shelter. The types of vehicles used in this park are trucks, motorcycles, 4 wheel drive vehicles and dune buggies. Visitors who use the park will meet challenges like hill climbing, water hazards and challenging trails.

La Grange Regional Park is located at 2315 South Old La Grange Road, La Grange, California. This OHV Park offers undeveloped camping and approximately 150 acres of land open to recreational riding. The trails are rated for beginners with stock OHV's to intermediate riders. There is a motocross style course and a track dedicated for younger beginners with an OHV under 90cc. Visitors who go to the park will meet challenged like soft sand soil, water hazards and challenging trails. There is also an intermediate track for users between the ages of ten and fifteen years old. The user of the park can expect to enjoy groomed trails, groomed competitive tracks, camping, restrooms, benches, shade trees and barbecues.

The groups who enjoy the parks are the Over the Hill Gang, Modesto 4-wheel Drive, California Motor Cross Association, Easy Bay High Trailers, American Motocross Promotions, Mutant Motor Sports, A.M.O. Racing, Merced Dirt Riders and CORVA. The types of vehicles used here are dune buggies, motorcycles and ATV's and miscellaneous 4 wheel drives.

The Sheriff's Department requests that the Board of Supervisors approve the Department's application for this grant and adopt the required grant resolution, which is provided in the grant application. This resolution requires that the Board approve the filing of the application and certify that the project will be well maintained during its useful life.

POLICY ISSUE:

A Resolution from the Board of Supervisors is required in order for the Sheriff to accept funding from the California State Parks Off-Highway Vehicle (OHV) Grant Program.

Approval to Apply for, and Accept if Awarded, a Law Enforcement Grant from the California State Parks Off-Highway Vehicles Grant Program to Enhance Emergency Response and Safety for the County's Off-Highway Vehicle Parks

FISCAL IMPACT:

Stanislaus County is applying for an award of up to \$335,944 from the California State Parks Off-Highway Vehicles (OHV) Grant Program for use in Fiscal Year 2017-2018. This is a continuous grant that the Department applies for each year. If the funds are awarded, appropriations and estimated revenues matching the award amount will be included in the Fiscal Year 2017-2018 Final Budget. The match needed for this grant has been established in the Sheriff's Operations Fiscal Year 2017-2018 base budget request.

| | | |
|--|---------|------------|
| Cost of recommended action: | | \$ 489,080 |
| Source(s) of Funding: | | |
| State of California Off Highway Vehicles Grant | 335,944 | |
| Funding Total: | | \$ 335,944 |
| Net Cost to County General Fund (Match) | | \$ 153,136 |

| | |
|---|-----------|
| Fiscal Year: | 2017-2018 |
| Budget Adjustment/Appropriations needed: | No |

BOARD OF SUPERVISORS' PRIORITY:

The grant will meet the Board's priority of Effective Partnerships by leveraging the resources of the County Parks and Recreation Department to obtain additional State funding to improve the emergency response and safety in the County's two Off Highway Vehicle Parks. The grant will expand the existing collaboration between the two departments to provide concentrated law enforcement services for the County Park system. This grant also supports the Board's priority of A Safe Community by enhancing off-road patrols, allowing greater patrol coverage in the parks, providing deputies with safety gear for searches and rescues, and allows immediate first aid to injured persons within the park.

STAFFING IMPACT:

The activities required by this grant will be carried out by the existing staff in the Sheriff's Operations Division. The grant will help fund overtime costs for special events and rescues. No additional staffing will be required to meet the terms of this program.

CONTACT PERSON:

Larry Seymour, Lieutenant (209) 402-3550

ATTACHMENT(S):

1. OHV Grant Resolution
2. 2017-2018 Off-Highway Vehicle Grant Application

Attachment 1

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

2017-240

Date: May 9, 2017

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

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

Item # *B-5

THE FOLLOWING RESOLUTION WAS ADOPTED:

IN RE: APPLICATION AND ACCEPTNACE OF GRANT FUNDS FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF HIGHWAY VEHICLE GRANT FUNDS

WHEREAS, The People of the State of California have enacted the Off-Highway Motor Vehicle Recreations Act of 2003, which provides funds to the State of California and it's political subdivisions for, Acquisition Projects, Conservation Projects, Development Projects, Facilities Operations and Maintenance Projects, Law Enforcement Projects OHV safety and/or Education Program Projects, Planning Projects, Restoration projects and Trail Maintenance Projects for off-highway vehicle recreations; and

WHEREAS, the Off-Highway Motor Vehicle Recreations Division with the California Department of Parks and Recreations has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreations 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, the project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the project;

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

1. Approves the filing of an Applications(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the grant and

3. Certifies that this agency understands the California Public Resources Code requirements that acquisition and development projects be maintained to specific conservation standards; and
4. Certifies that the agency will implement the projected with diligence once funds are available
5. Certifies that the agency will provide the required matching funds (“as applicable”); and
6. Certifies that the public and adjacent property owners have been notified of this project (“as applicable”) and;
7. Appoints the Stanislaus County Sheriff as agent to conduct all negotiations, execute and submits all document including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of this project.

ATTEST: ELIZABETH A. KING, Clerk
Stanislaus County Board of Supervisors,
State of California



File No.

Attachment 2

Law Enforcement

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ITEM 1. Proposed Project

The Stanislaus County Sheriff's Department requests funds from this grant to help support the continued OHV Law Enforcement Operations made possible through previous OHV grants.

Stanislaus County is located in the Central Valley about 90 miles south of Sacramento. Stanislaus County is a large farming community with the cities of Modesto, Turlock, Ceres, and Oakdale to name a few. The county's population is approximately 521,726 (per 2012 U.S. Census estimates) and consisting of 1,494 sq miles.

Stanislaus County has two Off Highway Vehicle Parks totaling approximately 900 acres. Frank Raines OHV Park is located about 16 miles west of Patterson (west side of the county). It is closed from May through October on the request of Cal Fire due to a lack of full time fire patrol at the park during the high fire season. We would like to be able to staff this park year round. La Grange OHV Park is located about 20 miles east of Waterford (east side of the county). This park is open year round, but we are not able to patrol this park daily during the summer months due to staffing levels and other Special Vehicle Operation Unit commitments. We would also like to be able to patrol this park on a year round basis.

Many times during the year, deputies need to deploy to both sides of the county to keep up with the demands of off highway vehicle use. While at both parks, deputies will meet with individual campers, contact riders in open areas, and conduct check points. During these patrols, every effort will be made to ensure contact with the OHV community including giving out educational material, which will help protect the sensitive areas designated for OHV use. Warnings/Citations, and a strong law enforcement presence will enhance the opportunity to educate as well as reduce natural resource damage.

Enforcement efforts will be made to prevent OHV use on private land, canals and waterways, railroad right of ways, and the areas of critical environmental concerns around the OHV park. In addition to enforcement of OHV registration laws, there are safety issues such as helmet requirements, passengers on ATV's, as well as alcohol and drug violations. One of the major areas of conflicts is OHV trespassing in closed / restricted areas of public land or onto privately owned land. Often these areas are very rural and not clearly defined. We will contact and educate riders in the areas where trespassing occurs. OHV accidents have seen a decrease over the last few years due to the increased law enforcement presence at the parks.

OHV usage in Stanislaus County is rapidly increasing, not only from increased population in our county, but also from OHV enthusiasts from other counties. Our two OHV parks, several rivers, lakes and campgrounds draw thousands of OHV enthusiasts to our county each year. Recently due to social media, we have increased users at events that are posted on social media sites. We will then see an influx of 1000 to 2000 vehicles in attendance at these events.

The Sheriff's Department is dedicated to the OHV program, as evidenced by sustaining its OHV program during these times of uncertain funding. The Sheriff's Department believes public education is very important part of the OHV program. That is why members of the SVOU attend many local events such as fairs, school functions, National Night Out, CORVA and local jamborees, and community meetings to provide educational materials and answer OHV related questions, and to promote safe and responsible riding in the proper riding areas. This allows feedback concerning the program.

We are asking for grant funds to provide patrol and extra patrols in the parks for the busy holidays American Motorcycle Association, California Motorcycle Association race weekends and social media events where attendance will double and even triple. Due to the economy our department has suffered personnel losses and is still currently rebuilding as other

agencies are doing the same. These funds would enable us to keep the SVOU deputies in the parks and appropriately staff the new and very large social media events.

As we increase staffing for major events it is necessary to increase our equipment resources. We will need to continue upgrading and increasing important officer safety equipment needs.

ITEM 2. Project Coverage

The Stanislaus County Sheriff's Office response area covers a total of 1,494 square miles including two OHV parks on both sides of the county. Frank Raines OHV Park has approximately 750 acres of OHV riding with about 75 miles of trails and the remainder being open riding. There is 484 acres in the upper area closed to riders at this time. La Grange OHV Park has approximately 150 acres of open riding. Opportunities exist for the use of 4X4 vehicles, dune buggies, ATV's, and motorcycles within the riding areas.

Law Enforcement needs within these areas consist of:

Vehicle, Penal, Health and Safety, and Fish and Game code violations

OHV Registration

Noise Regulations

Spark Arrester Requirements

Safety Equipment Violations

Trespassing

Entering Closed Area Violations

Rider Safety and Education

Drunk Drivers

First Responders and First Aid

Search and Rescue of lost and or injured riders

The grant funds requested in this project will assist our SVOU to safely and effectively provide law enforcement service to the OHV enthusiasts that use our open public lands. The funds will allow us to; education of riders, enhance enforcement, and provide adequate emergency response to our OHV parks.

ITEM 3. Describe the frequency of the patrols

Regular patrol function is 24 hours, 7 days a week. SVOU personnel respond to OHV incursions and complaints through a reactive system based on dispatched or cell phone calls they receive 24 hours a day, 7 day a week. OHV specific patrols will also be in conjunction with pre-planned OHV activities: generally holidays, opening of hunting seasons, CORVA weekends, AMA, CMA Races and other special events sponsored by social media and local clubs. Staffing levels will be based on location, events, number of riders, and the weather conditions.

In the future, we hope to be able to increase this to year round as we add more staffing.

ITEM 4. Deployment of Personnel

The Stanislaus County Special Vehicle Operations Unit (SVOU) was formed in 2006 and is currently managed from the Sheriff's Office at the Hughson Substation. The SVOU responds to hundreds of OHV related calls for

service each year. These calls include trespassing on private property, noise complaints, stolen and recovered OHV vehicles, and Search and Rescue involving lost and or injured OHV enthusiasts.

SVOU is made up of four full time deputies and one lieutenant. During SVOU patrols, a minimum of two deputy Sheriff's will be deployed as a team.

Staffing levels will be based on location, number of riders, events, and weather conditions. Deputies work a minimum of 40 hours a week on a split schedule to provide a daily patrol at a minimum of two deputies per shift. SVOU deputies are allowed to adjust their schedules as necessary to ensure maximum coverage. Extremely large sanctioned and social media events require large numbers of deputies for proper coverage. Additional supervision by a sergeant is then required.

District and County Information

A. California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

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B. California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

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C. California Congressional Districts

Law Enforcement Needs for Grants and Cooperative Agreements Program - 2016/2017 2/26/2017
 Applicant: Stanislaus County Sheriff's Department
 Application: Law Enforcement

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (<https://www.govtrack.us/congress/members/CA>) in your browser to determine the Congressional district(s).

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D. County

Select one or more of the California Counties where the proposed project activities will occur.

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LE Certification

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Law Enforcement - Page 1

1. Identify areas with high priority law enforcement needs because of public safety, cultural resources, and sensitive environmental habitats, including wilderness areas and areas of critical environmental concerns:

Frank Raines OHV Park is located 16 miles west of Patterson off of Del Puerto Canyon Road. The current OHV Park has 750 acres open to riding and 482 acres fenced off for future expansion occurring now. One of our largest problems at this park is trespassing into the closed areas of the park and onto the private property adjoining the park. With the increased patrol at this park the reports of trespassing have dropped significantly.

Our other park is La Grange OHV Park located 20 miles east of Waterford. This park has approximately 150 acres of hills and open riding. This location is made up of an old gold dredge site which is covered in river rocks. This makes for some difficult riding. In the past the largest problem we have experienced at this park has been both dirt bike riders and quad riders not using a helmet. It has not been uncommon to have air ambulance respond to the park every weekend for an emergency. After we stepped up patrols, we now have very few reports of riders without helmets.
2. Describe how the proposed Project relates to OHV Recreation and will sustain OHV Recreation, motorized off-highway access to non-motorized recreation, or OHV Opportunities associated with the Project Area:

This grant will allow us to purchase needed equipment both for patrol and to perform rescues at the two OHV Parks in our county. These parks are located on opposite ends of our county. They are in the foothill areas, where both radio and phone communication do not work. SVOU patrols will provide security for all participants as well as education of OHV regulations and enforcement of violations of OHV regulations and related laws. This is especially critical with the onset of the huge social media events.
3. Describe the Applicant's formal or informal cooperation with other law enforcement agencies:

The Stanislaus County Sheriff's Department has a formal cooperation agreement with all four (4) of the municipal law enforcement agencies in Stanislaus County as well as State Parks at Turlock Lake, State Fish and Wildlife, and Highway Patrol. We also have mutual aid agreements with the neighboring counties and State Parks.

Law Enforcement - Page 2

4. Does the Applicant recover a portion of the law enforcement costs directly associated with privately sponsored OHV events where sponsors have obtained a local permit? Yes No

Explain:
All privately sponsored events are set up through the County Parks Dept. If any fees are charged, all those fees go to the parks system. The County Parks Dept. pays a contracted rate with the Sheriff Department and does not give us anything extra for increased staffing requirements.
5. The Applicant agrees to implement a public education program that includes information on safety programs available in the area and how to report OHV violations? Yes No
6. Describe the Applicant's OHV law enforcement training program including how the training program educates personnel to address OHV safety and natural and cultural resource protection:

At present, some members of SVOU are members of the Tread Lightly program. We hand out Tread Lightly pamphlets as well as pamphlets we have received from the State Parks OHV program. One of our members have completed the Search and Rescue Management Training course through the California Office of Emergency Service. All the members will complete an ATV operators course. Two of our members are now POST certified Dual Sport instructors. Two of our members have received 80 hours of POST approved training on the use of dual sport motorcycle riding. The remainder are scheduled to attend in the next few months. All members have completed or have been enrolled in a POST certified 4x4 operator course.

Law Enforcement - Page 3

7. Is the proposed project in accordance with local or federal plans and the OHMVR Division Strategic Plan? Yes No
8. LOCAL AGENCIES ONLY - Describe the Applicant's policies and/or agreements regarding enforcement on federal land:
We do not have any Federal land in our area.
9. COUNTIES ONLY - Describe how the OHV in-lieu of tax funds are being used and whether the use of these fees complements the Applicant's project:
The in-lieu fees go into the county general fund which funds the Sheriff's Department which in turn funds the Special Vehicle Operations Unit. The Sheriff's Department does not manage any OHV recreation facilities, this function is managed by the County's Park and Recreations Department.

Law Enforcement - Page 4

10. APPLICANTS WHO MANAGE OHV RECREATION FACILITIES – Describe how your organization is meeting its operation and maintenance needs:
We do not manage any facilities.
11. The Applicant agrees to enforce the registration of OHVs and the other provision of Division 16.5 commencing with Section 38000 of the vehicle code and to enforce other applicable laws regarding the operation of OHVs? Yes No

Project Cost Estimate

| | | | |
|------------------------------|---|---|---------------|
| FOR OFFICE USE ONLY: | | Version # _____ | APP # _____ |
| APPLICANT NAME : | Stanislaus County Sheriff's Department | | |
| PROJECT TITLE : | Law Enforcement | PROJECT NUMBER (Division use only) : | G16-03-38-L01 |
| PROJECT TYPE : | <input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning | | |
| PROJECT DESCRIPTION : | <p>The Stanislaus County Sheriff's Department requests funds from this grant to help support the continued OHV Law Enforcement Operations made possible through previous OHV grants.</p> <p>Stanislaus County is located in the Central Valley about 90 miles south of Sacramento. Stanislaus County is a large farming community with the cities of Modesto, Turlock, Ceres, and Oakdale to name a few. The county's population is approximately 521,726 (per 2012 U.S. Census estimates) and consisting of 1,494 sq miles.</p> <p>Stanislaus County has two Off Highway Vehicle Parks totaling approximately 900 acres. Frank Raines OHV Park is located about 16 miles west of Patterson (west side of the county). It is closed from May through October on the request of Cal Fire due to a lack of full time fire patrol at the park during the high fire season. We would like to be able to staff this park year round. La Grange OHV Park is located about 20 miles east of Waterford (east side of the county). This park is open year round, but we are not able to patrol this park daily during the summer months due to staffing levels and other Special Vehicle Operation Unit commitments. We would also like to be able to patrol this park on a year round basis.</p> <p>Many times during the year, deputies need to deploy to both sides of the county to keep up with the demands of off highway vehicle use. While at both parks, deputies will meet with individual campers, contact riders in open areas, and conduct check points. During these patrols, every effort will be made to ensure contact with the OHV community including giving out educational material, which will help protect the sensitive areas designated for OHV use. Warnings/Citations, and a strong law enforcement presence will enhance the opportunity to educate as well as reduce natural resource damage.</p> <p>Enforcement efforts will be made to prevent OHV use on private land, canals and waterways, railroad right of ways, and the areas of critical environmental concerns around the OHV park. In addition to enforcement of OHV registration laws, there are safety issues such as helmet requirements, passengers on ATV's, as well as alcohol and drug violations. One of the major areas of conflicts is OHV trespassing in closed / restricted areas of public land or onto privately owned land. Often these areas are very rural and not clearly defined. We will contact and educate riders in the areas where trespassing occurs. OHV accidents have seen a decrease over the last few years due to the</p> | | |

Project Cost Estimate for Grants and Cooperative Agreements Program - 2016/2017
 Agency: Stanislaus County Sheriff's Department
 Application: Law Enforcement

2/26/2017

increased law enforcement presence at the parks.

OHV usage in Stanislaus County is rapidly increasing, not only from increased population in our county, but also from OHV enthusiasts from other counties. Our two OHV parks, several rivers, lakes and campgrounds draw thousands of OHV enthusiasts to our county each year. Recently due to social media, we have increased users at events that are posted on social media sites. We will then see an influx of 1000 to 2000 vehicles in attendance at these events.

The Sheriff's Department is dedicated to the OHV program, as evidenced by sustaining its OHV program during these times of uncertain funding. The Sheriff's Department believes public education is very important part of the OHV program. That is why members of the SVOU attend many local events such as fairs, school functions, National Night Out, CORVA and local jamborees, and community meetings to provide educational materials and answer OHV related questions, and to promote safe and responsible riding in the proper riding areas. This allows feedback concerning the program.

We are asking for grant funds to provide patrol and extra patrols in the parks for the busy holidays American Motorcycle Association, California Motorcycle Association race weekends and social media events where attendance will double and even triple. Due to the economy our department has suffered personnel losses and is still currently rebuilding as other agencies are doing the same. These funds would enable us to keep the SVOU deputies in the parks and appropriately staff the new and very large social media events.

As we increase staffing for major events it is necessary to increase our equipment resources. We will need to continue upgrading and increasing important officer safety equipment needs.

| Line Item | Qty | Rate | UOM | Grant Req. | Match | Inkind | Total |
|---|----------|--------|-----|------------|-----------|--------|-----------|
| DIRECT EXPENSES | | | | | | | |
| Program Expenses | | | | | | | |
| 1 Staff | | | | | | | |
| 1. Sergeant Notes : Sergeant Regular rate, Base Pay \$40.95, Workers Comp \$1.29, Unemployment .02, Special Pay 10.00% FICA 3.45, Benefits \$30.95 Total hourly \$80.80 | 500.0000 | 80.800 | HRS | 0.00 | 40,400.00 | 0.00 | 40,400.00 |
| 2. Sergeant Notes : Sergeant OT rate 1.5, Base Pay \$40.95, Workers Comp \$1.29, Unemployment .02, Special | 400.0000 | 74.060 | HRS | 29,624.00 | 0.00 | 0.00 | 29,624.00 |

Project Cost Estimate for Grants and Cooperative Agreements Program - 2016/2017
 Agency: Stanislaus County Sheriff's Department
 Application: Law Enforcement

2/26/2017

| Line Item | Qty | Rate | UOM | Grant Req. | Match | Inkind | Total |
|--|-----------|----------|-----|------------|------------|--------|------------|
| Pay 10.00% FICA \$3.34, Total Hourly \$74.06 | | | | | | | |
| 3. Law Enforcement Officers Notes : Deputy regular rate, Base Pay \$34.59, Plus 10% specialty pay, Workers Comp \$1.29, Unemployment .02, FICA 2.91 Total Benefits \$28.15, Total \$70.46 | 1600.0000 | 70.460 | HRS | 0.00 | 112,736.00 | 0.00 | 112,736.00 |
| 4. Law Enforcement Officers Notes : Deputy OT pay, Base Pay \$34.59, 10% specialty pay, Workers Comp \$1.29, FICA 2.91, Unemployment .02, Total Hourly \$62.76 | 4500.0000 | 62.760 | HRS | 282,420.00 | 0.00 | 0.00 | 282,420.00 |
| Total for Staff | | | | 312,044.00 | 153,136.00 | 0.00 | 465,180.00 |
| 2 Contracts | | | | | | | |
| 1. Air Time Notes : The Frank Raines OHV Park is located 16 miles west of Patterson in the Del Puerto mountain range. There is no cell phone service or patrol unit computer service in the area and we are working on getting radio communications. There is an essential need for satellite phones for better communications with Sheriff's Dispatch, other law enforcement agencies and for OHV enthusiasts who need to contact family in an emergency situation. We currently have (4) phones. 1 for each deputy assigned to the OHV Parks. This is the cost of the annual service contracts. | 4.0000 | 500.000 | EA | 2,000.00 | 0.00 | 0.00 | 2,000.00 |
| 3 Materials / Supplies | | | | | | | |
| 1. Safety Equipment Notes : Safety Equipment to include but not limited to helmets, goggles, gloves, and boots. As deputies are trained in the use of ATV's, Side by Sides and | 4.0000 | 1000.000 | EA | 4,000.00 | 0.00 | 0.00 | 4,000.00 |

Project Cost Estimate for Grants and Cooperative Agreements Program - 2016/2017
 Agency: Stanislaus County Sheriff's Department
 Application: Law Enforcement

2/26/2017

| Line Item | Qty | Rate | UOM | Grant Req. | Match | Inkind | Total |
|--|--------|----------|-----|------------|-------|--------|----------|
| motorcycles for patrolling the parks, they will need the proper safety equipment. | | | | | | | |
| 2. Safety Equipment Notes : Requesting (4) additional hands-free radio kits for purchased helmets. | 4.0000 | 850.000 | EA | 3,400.00 | 0.00 | 0.00 | 3,400.00 |
| 3. Safety Equipment Notes : The location and terrain of Frank Raines park is steep and makes it difficult for emergency response and rescues. We have previously asked for repelling equipment. We are requesting more repelling equipment to replace expiring and worn ropes, harnesses, hardware and gloves. | 4.0000 | 500.000 | EA | 2,000.00 | 0.00 | 0.00 | 2,000.00 |
| Total for Materials / Supplies | | | | 9,400.00 | 0.00 | 0.00 | 9,400.00 |
| 4 Equipment Use Expenses | | | | | | | |
| 1. Vehicle Operations and Maintenance Notes : We will be taking care of the following: (4) Motorcycles - With oil changes, tires and fuel. (4) Quads with tires and oil changes and fuel (2) Side by sides with tires, oil changes and fuel | 1.0000 | 6000.000 | YR | 6,000.00 | 0.00 | 0.00 | 6,000.00 |
| 5 Equipment Purchases | | | | | | | |
| 1. Generator Notes : Our Department was fortunate to purchase an enclosed trailer for transporting OHV equipment and for use as a mobile command unit the last Grant cycle. We are requesting a generator to enhance our ability to do onsite repairs to equipment and to enhance the capabilities of the command unit. | 1.0000 | 6500.000 | EA | 6,500.00 | 0.00 | 0.00 | 6,500.00 |

Project Cost Estimate for Grants and Cooperative Agreements Program - 2016/2017
 Agency: Stanislaus County Sheriff's Department
 Application: Law Enforcement

2/26/2017

| | Line Item | Qty | Rate | UOM | Grant Req. | Match | Inkind | Total |
|--------------------------------|----------------|-----|------|-----|------------|------------|--------|------------|
| 6 | Others | | | | | | | |
| Total Program Expenses | | | | | 335,944.00 | 153,136.00 | 0.00 | 489,080.00 |
| TOTAL DIRECT EXPENSES | | | | | 335,944.00 | 153,136.00 | 0.00 | 489,080.00 |
| INDIRECT EXPENSES | | | | | | | | |
| Indirect Costs | | | | | | | | |
| 1 | Indirect Costs | | | | | | | |
| Total Indirect Costs | | | | | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL INDIRECT EXPENSES | | | | | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | | | | | 335,944.00 | 153,136.00 | 0.00 | 489,080.00 |

Project Cost Summary for Grants and Cooperative Agreements Program - 2016/2017
 Agency: Stanislaus County Sheriff's Department
 Application: Law Enforcement

2/26/2017

| | Category | Grant Req. | Match | Inkind | Total | Narrative |
|--------------------------------|------------------------|-------------------|-------------------|-------------|-------------------|-----------|
| DIRECT EXPENSES | | | | | | |
| Program Expenses | | | | | | |
| 1 | Staff | 312,044.00 | 153,136.00 | 0.00 | 465,180.00 | |
| 2 | Contracts | 2,000.00 | 0.00 | 0.00 | 2,000.00 | |
| 3 | Materials / Supplies | 9,400.00 | 0.00 | 0.00 | 9,400.00 | |
| 4 | Equipment Use Expenses | 6,000.00 | 0.00 | 0.00 | 6,000.00 | |
| 5 | Equipment Purchases | 6,500.00 | 0.00 | 0.00 | 6,500.00 | |
| 6 | Others | 0.00 | 0.00 | 0.00 | 0.00 | |
| Total Program Expenses | | 335,944.00 | 153,136.00 | 0.00 | 489,080.00 | |
| TOTAL DIRECT EXPENSES | | 335,944.00 | 153,136.00 | 0.00 | 489,080.00 | |
| INDIRECT EXPENSES | | | | | | |
| Indirect Costs | | | | | | |
| 1 | Indirect Costs | 0.00 | 0.00 | 0.00 | 0.00 | |
| Total Indirect Costs | | 0.00 | 0.00 | 0.00 | 0.00 | |
| TOTAL INDIRECT EXPENSES | | 0.00 | 0.00 | 0.00 | 0.00 | |
| TOTAL EXPENDITURES | | 335,944.00 | 153,136.00 | 0.00 | 489,080.00 | |

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G16-03-38-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Stanislaus County Sheriff's Department

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 07/08/2017 THROUGH 07/07/2018

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$119,592.00 (One Hundred Nineteen Thousand Five Hundred Ninety Two 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.

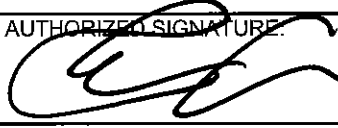
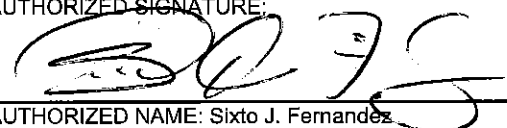
The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

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

FISCAL# 0000061347

| | |
|--|---|
| GRANTEE | STATE OF CALIFORNIA |
| AUTHORIZED SIGNATURE:  | AUTHORIZED SIGNATURE:  |
| AUTHORIZED NAME: Adam Christianson | AUTHORIZED NAME: Sixto J. Fernandez |
| TITLE: Sheriff-Coroner | TITLE: Grants Manager |
| DATE: 09/30/17 | DATE: 9-5-17 |

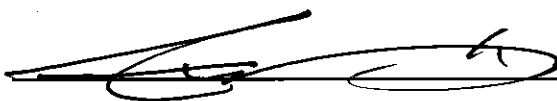
CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

| | | | | | |
|--------------------------------|---------------------|---------------------------------|--------------------------------|---|--|
| CONTRACT NUMBER: C32-29-138 | | VENDOR NUMBER: 4000000038-04 | | FUND: Off-Highway Vehicle Trust Fund | |
| INDEX: 1550 | OBJECT CODE: 702 | PCA: 62673 | CONTRACT AMOUNT: 119,592.00 | APPROPRIATION: Local Assistance | |
| ITEM: 3790-101-0263 | | CHAPTER: 14/17 | STATUTE: 2017 | FISCAL YEAR: 2017/2018 | |

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:



09/20/17

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2016/2017
Agency: Stanislaus County Sheriff's Department
Application: Law Enforcement**

| | | | |
|------------------------------|---|---|---------------|
| APPLICANT NAME : | Stanislaus County Sheriff's Department | | |
| PROJECT TITLE : | Law Enforcement | PROJECT NUMBER (Division use only) : | G16-03-38-L01 |
| PROJECT TYPE : | <input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning | | |
| PROJECT DESCRIPTION : | <p>This project is to provide for OHV related law enforcement activities within the jurisdiction of the Stanislaus County Sheriff's Department. The activities may include, but are not limited to patrol, barrier installation, maps, and search and rescue. The project may also include the purchase of equipment, materials and/or supplies as outlined in the cost-estimate.</p> <p>The grantee is required to provide a minimum of 25% 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. Sergeant Notes : Sergeant Regular rate, Base Pay \$40.95, Workers Comp \$1.29, Unemployment .02, Special Pay 10.00% FICA 3.45, Benefits \$30.95 Total hourly \$80.80 | 80.0000 | 80.800 | HRS | 0.00 | 6,464.00 | 6,464.00 |
| 2. Sergeant Notes : Sergeant OT rate 1.5, Base Pay \$40.95, Workers Comp \$1.29, Unemployment .02, Special Pay10.00% FICA \$3.34, Total Hourly \$74.06 | 142.500 0 | 74.060 | HRS | 10,554.00 | 0.00 | 10,554.00 |
| 3. Law Enforcement Officers Notes : Deputy regular rate, Base Pay \$34.59, Plus 10% specialty pay, Workers Comp \$1.29, | 500.000 0 | 70.460 | HRS | 0.00 | 35,230.00 | 35,230.00 |

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2016/2017
Agency: Stanislaus County Sheriff's Department
Application: Law Enforcement**

| Line Item | Qty | Rate | UOM | Grant Req. | Match | Total |
|--|---------------|---------|-----|------------|-----------|------------|
| Unemployment .02, FICA 2.91 Total Benefits \$28.15, Total \$70.46 | | | | | | |
| 4. Law Enforcement Officers Notes : Deputy OT pay, Base Pay \$34.59, 10% specialty pay, Workers Comp \$1.29, FICA 2.91, Unemployment .02, Total Hourly \$62.76 | 1602.00 00 | 62.760 | HRS | 100,542.00 | 0.00 | 100,542.00 |
| Total for Staff | | | | 111,096.00 | 41,694.00 | 152,790.00 |
| 2 Contracts | | | | | | |
| 3 Materials / Supplies | | | | | | |
| 1. Safety Equipment Notes : Safety Equipment to include but not limited to helmets, goggles, gloves, and boots. As deputies are trained in the use of ATV's, Side by Sides and motorcycles for patrolling the parks, they will need the proper safety equipment. | 4.0000 | 355.000 | EA | 1,420.00 | 0.00 | 1,420.00 |
| 2. Safety Equipment Notes : Requesting (4) additional hands-free radio kits for purchased helmets. The kits will be installed into the helmets. The helmets and the hand free kits are assigned to the deputies of our OHV unit. The deputies use the helmets with the hands free kits | 4.0000 | 302.000 | EA | 1,208.00 | 0.00 | 1,208.00 |

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2016/2017
Agency: Stanislaus County Sheriff's Department
Application: Law Enforcement**

| Line Item | Qty | Rate | UOM | Grant Req. | Match | Total |
|--|--------|----------|-----|------------|-------|----------|
| exclusively for patrols at the OHV parks and adjacent areas for enforcement, safety and trespassing. | | | | | | |
| 3. Safety Equipment Notes : The location and terrain of Frank Raines park is steep and makes it difficult for emergency response and rescues. It is common for OHV riders and to go off the side of the trails onto very steep terrain that is only accessible by trained personnel using ropes and repelling equipment. The deputies assigned to our OHV unit receive training in use of the ropes and repelling equipment for search and rescue at our OHV parks. The ropes and repelling equipment are specifically for our unit deputies use in the OHV parks. We are requesting more repelling equipment to replace expiring and worn ropes, harnesses, hardware and gloves. | 4.0000 | 178.000 | EA | 712.00 | 0.00 | 712.00 |
| Total for Materials / Supplies | | | | 3,340.00 | 0.00 | 3,340.00 |
| 4 Equipment Use Expenses | | | | | | |
| 1. Vehicle Operations and Maintenance Notes : We will be taking care of the following: | 1.0000 | 2136.000 | YR | 2,136.00 | 0.00 | 2,136.00 |

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2016/2017
Agency: Stanislaus County Sheriff's Department
Application: Law Enforcement**

| Line Item | Qty | Rate | UOM | Grant Req. | Match | Total |
|---|--------|----------|-----|------------|-------|----------|
| (4) Motorcycles - With oil changes, tires and fuel. (4) Quads - With tires, oil changes and fuel (2) Side by sides - With tires, oil changes and fuel These motorcycles and equipment are used for patrolling our OHV parks. | | | | | | |
| 5 Equipment Purchases | | | | | | |
| 1. Generator Notes : Our Department was fortunate to purchase an enclosed trailer for transporting OHV equipment and for use as a mobile command post during the last Grant cycle. The mobile command post (trailer) will be used specifically at our OHV parks during our numerous organized special events, social media events and search and rescue operations at our OHV parks. Purchasing a generator for the mobile command post (trailer) will provide the power necessary to operate computer and communication equipment, charging of | 1.0000 | 2312.000 | EA | 2,312.00 | 0.00 | 2,312.00 |

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2016/2017
Agency: Stanislaus County Sheriff's Department
Application: Law Enforcement**

| Line Item | Qty | Rate | UOM | Grant Req. | Match | Total |
|---|--------|---------|-----|------------|-----------|------------|
| <p>that equipment, exterior lighting during night time operations, interior lighting, as well as heating and air conditioning during extreme cold and heat.</p> <p>The many organized events will last several days where normal battery power will not be sufficient. We also use the trailer for transporting our OHV equipment such as motorcycles, ATV's and UTV's. The generator will provide the power for tools and compressors to make minor repairs and keep the equipment operating in the remote areas of our OHV parks.</p> | | | | | | |
| 6 Others | | | | | | |
| Total Program Expenses | | | | 118,884.00 | 41,694.00 | 160,578.00 |
| TOTAL DIRECT EXPENSES | | | | 118,884.00 | 41,694.00 | 160,578.00 |
| INDIRECT EXPENSES | | | | | | |
| Indirect Costs | | | | | | |
| 1 Indirect Costs | | | | | | |
| <p>1. Indirect Costs- Satellite telephone service Notes : The Frank Raines OHV Park is located 16 miles west of Patterson in the Del Puerto mountain range. There is no cell phone service or patrol unit</p> | 4.0000 | 177.000 | EA | 708.00 | 0.00 | 708.00 |

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2016/2017
Agency: Stanislaus County Sheriff's Department
Application: Law Enforcement**

| Line Item | Qty | Rate | UOM | Grant Req. | Match | Total |
|--|-----|------|-----|-------------------|------------------|-------------------|
| computer service in the area and we are working on getting radio communications. There is an essential need for satellite phones for essential communications with Sheriff's Dispatch, other law enforcement agencies and for OHV enthusiasts who need to contact family in an emergency situation. We currently have (4) phones. 1 for each deputy assigned to the OHV Parks. This is the cost of the annual service contracts. | | | | | | |
| Total Indirect Costs | | | | 708.00 | 0.00 | 708.00 |
| TOTAL INDIRECT EXPENSES | | | | 708.00 | 0.00 | 708.00 |
| TOTAL EXPENDITURES | | | | 119,592.00 | 41,694.00 | 161,286.00 |
| TOTAL PROJECT AWARD | | | | 119,592.00 | | |

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 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.

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.