

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

DEPT: Parks and Recreation

BOARD AGENDA: 4.B.3
AGENDA DATE: February 13, 2018

SUBJECT:

Approval to Apply for, Enter into and Sign Grant Agreements for the California Department of Parks and Recreation Off-Highway Motor Vehicle Recreation Division Grants Program for Fiscal Year 2018-2019

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0081

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

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

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, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Parks and Recreation

BOARD AGENDA:4.B.3
AGENDA DATE: February 13, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Apply for, Enter into and Sign Grant Agreements for the California Department of Parks and Recreation Off-Highway Motor Vehicle Recreation Division Grants Program for Fiscal Year 2018-2019

STAFF RECOMMENDATION:

1. Authorize the Director of Parks and Recreation, or designee, to apply for, and if awarded enter into and sign the grant agreements for the California Department of Parks and Recreation Off-Highway Motor Vehicle Recreation Division Grants Program for Fiscal Year 2018-2019.
2. Adopt a Resolution to authorize the Director of Parks and Recreation, or designee, to apply for, sign, and accept the California Department of Parks and Recreation Off-Highway Motor Vehicle Recreation Division Grants Program for Fiscal Year 2018-2019 for development, maintenance, restoration, administration, and related activities at the Frank Raines and La Grange Regional Parks.

DISCUSSION:

The Department of Parks and Recreation (Department) has routine and long-standing Off-Highway Vehicle (OHV) grant agreements with the California Department of Parks and Recreation. The Department is requesting that the Director be authorized to apply for the State grants, enter into and sign agreements, and accept awards of the funds for Fiscal Year 2018-2019.

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

Funding is used for a wide range of projects for both La Grange and Frank Raines Regional Parks. Projects include but are not limited to fencing repair and maintenance, signage, labor, purchasing office supplies and small equipment, equipment rentals, water system testing and maintenance, utilities, restoration of trails and administrative

overhead. For Fiscal Year 2018-2019, approximately \$425,000 is anticipated to be available to the County for Frank Raines Regional Park, and approximately \$225,000 is anticipated to be available for La Grange Regional Park. Included in the 2018-2019 grant application amount is restoration funding of \$100,000 for Frank Raines OHV Park, which will allow for the delineation and the restoration of trails over the next three years. In Fiscal Year 2017-2018 the Department was awarded \$332,607 for Frank Raines Regional Park and \$206,978 for La Grange Regional Park.

POLICY ISSUE:

The Board of Supervisors' approval is required to apply for, enter into, and sign grant applications and agreements.

FISCAL IMPACT:

State agreements detailed in this item represent approximately \$497,000 in revenue. The County will provide a 26% match, in the amount of \$143,000 for ground operations and maintenance, and a 10% match, in the amount of \$10,000 for restoration, which will come from the revenue earned at the OHV facilities. If approved, revenue estimates and appropriations associated with the State agreements will be submitted in Fiscal Year 2018-2019 Proposed Budget or a subsequent quarterly budget adjustment interval, if necessary due to the timing of the receipt of grant funds.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priority of *Delivering Efficient Public Services and Community Infrastructure* by maintaining, upgrading and improving recreational facilities and resources at the Frank Raines and La Grange Off-Highway Vehicle parks.

STAFFING IMPACT:

Funding provided through state agreements support current staffing levels to perform these functions.

CONTACT PERSON:

Jami Aggers, Director of Parks and Recreation
Merry Mayhew, Assistant Director

Telephone: 209-525-6770
209-525-6760

ATTACHMENT(S):

1. Parks OHV Grant Resolution 2018-19

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

Date: February 13, 2018

2018-0081

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

Item # 4.B.3

**APPROVAL TO APPLY FOR GRANT FUNDS FROM 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 Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operations and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and,

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

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and,

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans for those jurisdictions immediately surrounding the Project.

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

1. Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and,
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and,
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and,

4. Certifies that the Project will be well-maintained during its useful life; and,
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and,
6. Certifies that this agency will provide the required matching funds; and,
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and,
8. Appoints the Director of Parks and Recreation, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

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



File No.

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G17-03-20-G01 PROJECT TYPE: Ground Operations

GRANTEE: Stanislaus County Parks and Recreation Department

PROJECT TITLE: Frank Raines Ground Operations

PROJECT PERFORMANCE PERIOD: FROM 07/08/2018 THROUGH 07/07/2019

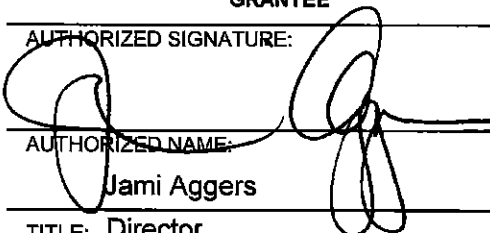
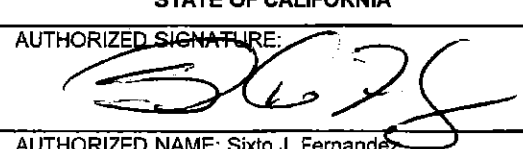
MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$324,569.00 (Three Hundred Twenty Four Thousand Five Hundred Sixty Nine and 00/100)

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	TITLE: Grants Manager
DATE: July 19, 2018	DATE: 7-27-18

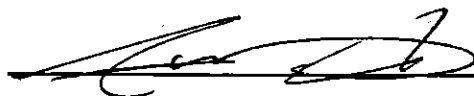
CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-30-033		SUPPLIER ID: 0000073166		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62674	CONTRACT AMOUNT: 324,569.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	ENY: 2018	FISCAL YEAR: 2018/2019	

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:



10/01/18

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: Frank Raines Ground Operations**

APPLICANT NAME :	Stanislaus County Parks and Recreation Department		
PROJECT TITLE :	Frank Raines Ground Operations	PROJECT NUMBER (Division use only) :	G17-03-20-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 Off-Highway Vehicle (OHV) related ground operation activities within the Stanislaus County Parks and Recreation Department Frank Raines OHV park. Project activities include, but are not limited to, trail maintenance, install fire pits cleaning bathrooms, water system maintenance and testing, maintaining kiosks, sign repair and/or replacement, campground maintenance, providing trail maps, and maintaining physical barriers to control OHV use.</p> <p>The Project will include the purchase of all project related material, supplies, and equipment as outlined in the cost estimate.</p> <p>This Project will include activities to conform to the Stanislaus County Parks and Recreation Department's Soil Conservation Plan and Habitat Management Program (HMP). A Soil Conservation Standard Compliance report and results of the HMP shall be provided to the Off-Highway Motor Vehicle Recreation Division at the conclusion of this Project.</p> <p>The grantee is required to provide a minimum of 26 percent 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. Staff-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
2. Staff-Senior Maintenance Worker.	2000.00 00	46.000	HRS	68,080.00	23,920.00	92,000.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: Frank Raines Ground Operations**

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	Notes : This line item funds the position of a Parks Maintenance Worker III. He is responsible for all on the ground park's operations: including fees collection, all aspects of maintenance and operations of both water treatment and waste water treatment facilities.						
	3. Staff-Park Maintenance Worker Notes : Park Maintenance Worker I - This position is a full time maintenance worker to support the Park Maintenance Worker III and assist in supervising seasonal maintenance workers.	2000.00 00	31.000	HRS	45,880.00	16,120.00	62,000.00
	4. Staff-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. We anticipate hiring 4-5 seasonal maintenance workers in this category to assist with OHV park maintenance	7690.00 00	16.000	HRS	91,049.00	31,991.00	123,040.00
Total for Staff					205,009.00	85,531.00	290,540.00
2	Contracts						
	1. Contracts-Annual Fuel Convault Testing Notes : Annual leak	1.0000	1500.000	YR	1,110.00	390.00	1,500.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: Frank Raines Ground Operations**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
testing of fuel convault required by the San Joaquin Valley Air Pollution Control District for a fuel convault used to hold/dispense fuel for equipment used at the OHV Park.						
2. Contracts-Annual Load Bank Testing Notes : Annual Load Bank Testing and maintenance for the OHV campground back-up generator.	1.0000	1675.000	EA	1,239.00	436.00	1,675.00
3. Contracts-Portable toilet pumping Notes : Toilet Pumping: We will be having A&A Portables pumping toilets weekly. There are 3 portables on site. Our contract for this remote location is approximately \$500 per month. Our annual billing based on recent costs is \$6,000/year. (\$500/month average x 12 months = \$6,000)	1.0000	6000.000	YR	4,440.00	1,560.00	6,000.00
Total for Contracts				6,789.00	2,386.00	9,175.00
3 Materials / Supplies						
1. Materials / Supplies-Water Treatment Plant Maintenance Notes : Provides for the maintenance of the Water Treatment Plant. Normally this includes chlorine, testing supplies, lab 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 - 2017/2018
 Agency: Stanislaus County Parks and Recreation Department
 Application: Frank Raines Ground Operations**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
filters, pumps, etc.						
2. Materials / Supplies- Maintenance Supplies Notes : This line items provides the staple of all maintenance for both the campground and OHV park; including facilities maintenance as well as OHV, such as: \$5000- for campground supplies such as to replace broken toilet, sink, water valves, trash cans, possibly a sewer pump or sewer pond aerator (could be \$5,000 by itself), lights and light fixtures, repair to entrance station shutters (from attempted thefts), would like to install push button shower fixtures to prevent showers from being left on, purchase materials to secure garage doors and gate/cage around fuel convalt, and trail maps printed on recycled paper, etc. \$3,000 Smalls tools maintenance - (under \$1000) and consumables like weedeaters, saws, hand tools, saw blades, weedeater string, etc. \$2000, for OHV park	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 - 2017/2018
 Agency: Stanislaus County Parks and Recreation Department
 Application: Frank Raines Ground Operations**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
maintenance supplies such as hay bales to line around kids track, straw wattles, old telephone poles to recreate foundation for water bars, etc.						
3. Materials / Supplies-Signs Notes : Provides for signs used through out the campground and O.H.V park. Examples would include: Stop, One Way, Fees, Trail, Educational, etc. We will launch an OHV-specific safety campaign at Frank Raines. This safety campaign would address wearing a helmet, always riding sober, using spark arresters, etc. The main component of this safety campaign will be on-site park signage; such as "Stop", and directional and rules signs for increased safety. OHV safety messaging and illustrative images will be placed on a range of permanent and semi-permanent signs.	1.0000	5000.000	YR	3,700.00	1,300.00	5,000.00
4. Materials / Supplies-Fencing Notes : Provides for the continuing fencing projects both inside and around the perimeter of	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 - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: Frank Raines Ground Operations**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
the O.H.V Park to prevent trespass both out of as well as into the Park. Fencing would also be used to delineate our marked trails or temporarily close trails pending repair.						
5. Materials / Supplies- Janitorial Notes : Provides for the janitorial supplies. Supplies like garbage bags, hand towels, toilet paper and cleaning supplies.	1.0000	1000.000	YR	740.00	260.00	1,000.00
6. Materials / Supplies- Trees Notes : Purchasing trees to plant within the campground for shade and aesthetics.	40.0000	50.000	EA	1,480.00	520.00	2,000.00
7. Materials / Supplies- Clean fill dirt Notes : The fill dirt will be used in the camp grounds to raise the "grade" and bring it up to the height of the table pads that are currently exposed.	4.0000	550.000	EA	1,628.00	572.00	2,200.00
8. Materials / Supplies- Materials building small retaining wall Notes : We will be building a small retaining wall behind the Recreational Hall. This will help retain the steep slope that goes up the upper restroom. The wall will consist of	1.0000	3000.000	EA	2,220.00	780.00	3,000.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: Frank Raines Ground Operations**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
approximately 2 to 3 feet tall cinder block set on a concrete footing, approximately 75 feet in length.						
9. Materials / Supplies- Concrete fire rings Notes : Replace the fire rings at each of the 34 campsites with a concrete fire ring. Cost estimates based on quote dated 1/24/18	34.0000	524.000	EA	13,183.00	4,633.00	17,816.00
10. Materials / Supplies- Concrete side serving table Notes : We will be adding a serving table to accompany the (2) family size barbecues. Cost estimates based on quote dated 1/24/18	1.0000	685.000	EA	506.00	179.00	685.00
Total for Materials / Supplies				38,257.00	13,444.00	51,701.00
4 Equipment Use Expenses						
1. Equipment Use Expenses-ATV/UTV Maintenance Notes : Provides for the maintenance of the UTV and the ATV used at the OHV Park. We have one side by side vehicle and one ATV. The UTV unit is now over 5 years old and has been used extensively. The unit currently has issues starting and staying running, which is a safety issue. It is projected to have a	1.0000	2500.000	YR	1,850.00	650.00	2,500.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: Frank Raines Ground Operations**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
more extensive maintenance list. Costs billed in 2015-16 were \$2,298.00						
2. Equipment Use Expenses-Vehicle Mileage Notes : This line item pays for per mileage reimbursement for fuel, and minor repair and maintenance of vehicles used exclusively at Frank Raines OHV Park. Cost estimates based on 2015-2016 mileage billed - 37,400 miles. Actual mileage charged will be billed from vehicle mileage log. Estimate of 37,450 miles x .545/mile = \$20,410	37450.0 000	0.545	MI	15,103.00	5,307.00	20,410.00
3. Equipment Use Expenses-Equipment Rental Notes : Provides for rental equipment like dozer and other equipment for trail repair. 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	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 - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: Frank Raines Ground Operations**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
pick up charges to remote areas like ours, equipment needs to be onsite 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.						
4. Equipment Use Expenses-Vehicle Repairs Notes : Vehicle Repairs - This line item pays for minor repairs and maintenance of vehicles used exclusively at Frank Raines OHV Park. Cost estimates based on mileage use at OHV park in 2015-16. Vehicle #s: Ford F250 17-63, F250SD 17-66, F650XL 16-70 and F250 96-55	1.0000	1796.000	YR	1,329.00	467.00	1,796.00
5. Equipment Use Expenses-Heavy Equipment Repairs Notes : Heavy Equipment Repairs - This line item pays for equipment repair and maintenance of heavy equipment used exclusively at Frank Raines OHV Park. John Deere 401k Backhoe, John Deere 60G Excavator, Caterpillar	1.0000	1794.000	YR	1,328.00	466.00	1,794.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: Frank Raines Ground Operations**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
D3 Dozer						
Total for Equipment Use Expenses				27,010.00	9,490.00	36,500.00
5 Equipment Purchases						
1. Equipment Purchases-(2) Family sized Barbecues with grills Notes : We will be replacing the old group barbecues by the group shade shelter. These will be used by OHV clubs and large family gatherings.	2.0000	2967.000	EA	4,391.00	1,543.00	5,934.00
2. Equipment Purchases-Hotsy Heated Pressure Washer Notes : The heated pressure washer would be used to clean and maintain heavy equipment used in the off road area.	1.0000	4000.000	EA	2,960.00	1,040.00	4,000.00
Total for Equipment Purchases				7,351.00	2,583.00	9,934.00
6 Others						
1. Propane Notes : Propane - These are direct 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. Costs estimates based on this and last year's costs.	125.000 0	12.000	MOS	1,110.00	390.00	1,500.00
2. Electrical	725.000	12.000	MOS	6,438.00	2,262.00	8,700.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: Frank Raines Ground Operations**

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	Notes : 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. Cost estimates based on this and last years costs.	0					
Total for Others					7,548.00	2,652.00	10,200.00
Total Program Expenses					291,964.00	116,086.00	408,050.00
TOTAL DIRECT EXPENSES					291,964.00	116,086.00	408,050.00
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
	1. Indirect Costs- Management personnel, contract admin. Notes : Indirect Costs pay for accounting, telephone, utilities , contract administration, postage, management personnel, cell phones, uniform expenses etc. This also includes all administrative overhead expense.	1.0000	43794.000	YR	32,605.00	11,189.00	43,794.00
Total Indirect Costs					32,605.00	11,189.00	43,794.00
TOTAL INDIRECT EXPENSES					32,605.00	11,189.00	43,794.00
TOTAL EXPENDITURES					324,569.00	127,275.00	451,844.00
TOTAL PROJECT AWARD					324,569.00		

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.

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G17-03-20-G02 PROJECT TYPE: Ground Operations

GRANTEE: Stanislaus County Parks and Recreation Department

PROJECT TITLE: La Grange Ground Operations

PROJECT PERFORMANCE PERIOD: FROM 07/08/2018 THROUGH 07/07/2019

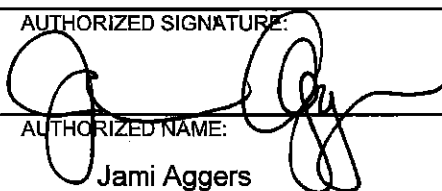

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$229,896.00 (Two Hundred Twenty Nine Thousand Eight Hundred Ninety Six and 00/100)

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	TITLE: Grants Manager
DATE: July 19, 2018	DATE: 7-27-18

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-30-034		SUPPLIER ID: 0000073166		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62674	CONTRACT AMOUNT: 229,896.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	ENY: 2018	FISCAL YEAR: 2018/2019	

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:



10/01/18

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: La Grange Ground Operations**

APPLICANT NAME :	Stanislaus County Parks and Recreation Department		
PROJECT TITLE :	La Grange Ground Operations	PROJECT NUMBER (Division use only) :	G17-03-20-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 Off-Highway Vehicle (OHV) related ground operation activities within the Stanislaus County Parks and Recreation Department La Grange OHV park. Project activities include, but are not limited to, trail maintenance, motocross track maintenance, installing and/or repairing erosion control features, installing concrete picnic tables and fire rings, installation of rock crawling features in the 4X4 area, cleaning bathrooms, maintaining portable bathrooms, fencing repairs, sign repair and/or replacement, trash collection, and entrance station collection and support.</p> <p>The Project will include the purchase of all project related material, supplies, and equipment as outlined in the cost estimate.</p> <p>This Project will include activities to conform to the Stanislaus County Parks and Recreation Department's Soil Conservation Plan and Habitat Management Program (HMP). A Soil Conservation Standard Compliance report and results of the HMP shall be provided to the Off-Highway Motor Vehicle Recreation Division at the conclusion of this Project.</p> <p>The grantee is required to provide a minimum of 26 percent 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. Staff-Park Manager/Supervisor	200.000	65.000	HRS	9,620.00	3,380.00	13,000.00
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						

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
 Agency: Stanislaus County Parks and Recreation Department
 Application: La Grange Ground Operations**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
department, his duties include but are not limited to the following: project supervision and park maintenance, oversees volunteers, trail maintenance, soil conservation, and ordering of parts and supplies.						
2. Staff-Volunteer Notes : Volunteers will explain park rules and regulations and provide information and maps as needed. They also will assist with fee collection and park and trail maintenance.	50.0000	14.000	HRS	0.00	700.00	700.00
3. Staff-Park Maintenance Worker Notes : Senior Maintenance Worker, Parks Maintenance Worker I/II/III, Full time Park Aide, and Trail Maintenance Supervisor. Responsible for operations and maintenance of the campground and OHV area. This position is responsible for entrance station operations, water system maintenance, project management, supervising trail maintenance and equipment operation, as well as the supervision of seasonal maintenance workers,	2978.26 00	46.000	HRS	101,380.00	35,620.00	137,000.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: La Grange Ground Operations**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
etc. **Weighted labor rate average for Park Maintenance worker II/III is \$46 per hour for the Park. Costs in this category increased due to the rate increase. We are also adding additional staff hours to support increased trail work on novice and kids tracks and installation of shade structures at the OHV park.						
4. Staff-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, etc. Normally we hire two to three seasonal workers to help with maintenance and fee collection.	500.000 0	16.000	HRS	5,920.00	2,080.00	8,000.00
Total for Staff				116,920.00	41,780.00	158,700.00
2 Contracts						
1. Contracts-Portable Restroom Rentals Notes : We have our portable toilets serviced	1.0000	6000.000	YR	4,440.00	1,560.00	6,000.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: La Grange Ground Operations**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
<p>weekly which costs approximately \$2000</p> <p>We also rent portable toilets for our 4x4 events which costs approximately \$4000.</p> <p>Portable toilet rental fluctuates depending on the number of 4x4 events held at the park.</p>						
<p>2. Contracts-Equipment and Operator</p> <p>Notes : We will hire a contractor to transport brush, wood chips, and logs to the OHV park for staff to use as natural barriers along trails to encourage riders to stay on the trail and help keep vehicles from tearing up the native vegetation. The brush will also provide habitat for some of the wildlife at the park.</p>	1.0000	4000.000	YR	2,960.00	1,040.00	4,000.00
Total for Contracts				7,400.00	2,600.00	10,000.00
3 Materials / Supplies						
<p>1. Materials / Supplies-Signage</p> <p>Notes : We plan on replacing damaged or missing directional and informational OHV Park signs.</p> <p>The department would like to launch an OHV-specific safety campaign at La Grange.</p> <p>This safety campaign would address the</p>	1.0000	5500.000	YR	4,070.00	1,430.00	5,500.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: La Grange Ground Operations**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
specific safety concerns like wearing a helmet, always riding sober, using spark arresters, etc. This safety messaging will be communicated in the form of a marketing campaign across digital and print platforms. The main component of this safety campaign will be on-site park signage.						
2. Materials / Supplies- Structures, Grounds & Maintenance Notes : This line item includes supplies and maintenance costs for the OHV Park. The following are some of those maintenance costs: Other supplies include paint, pesticides such as wasp spray, hardware such as nuts, bolts, pad locks, nails and lumber. Maintenance costs include drip and sprinkler irrigation and plumbing repair parts, light bulbs, ballasts, electrical repair parts, carpentry, sewer, electrical or well repairs, and printing of OHV trail maps on recycled paper.	1.0000	3000.000	YR	2,220.00	780.00	3,000.00
3. Materials / Supplies- Trash Cans	100.000 0	35.000	EA	2,590.00	910.00	3,500.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: La Grange Ground Operations**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
Notes : We plan to purchase steel drums to use as trash cans. We are currently using galvanized trash cans that continue to be damaged because they are not strong enough. The steel drums are a lot stronger and will be more durable.						
4. Materials / Supplies- Fencing Supplies Notes : We will be purchasing supplies to repair fencing damaged by vehicles and vandals. This is an ongoing issue in this park. We will also be purchasing steel cable and posts to replace some of the areas of wire fencing. The existing steel cable fencing rarely gets vandalized because it is more durable than the wire fencing. **Material cost estimates support this fencing project increase for the repairs.	1.0000	3000.000	YR	2,220.00	780.00	3,000.00
5. Materials / Supplies- Soil for Tracks Notes : The training track for kids is mostly hard pan soil. We need to add top soil to the track to be able to maintain it properly and improve rider safety. We will also use soil in other	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 - 2017/2018
 Agency: Stanislaus County Parks and Recreation Department
 Application: La Grange Ground Operations**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
<p>areas of the park as needed to improve trail or track tread areas.</p> <p>The need for the increase in soil purchase is due to the fact that our Novice track and Kids training track have been depleted of Top soil due to heavy use, wind and rain wash outs. Both tracks are down to the hard pan and have rocks and stones on the surface now. We use top soil to fill the low spots on the tracks and put a nice top layer of workable soil to keep safe and optimal riding conditions for our riders. We also use top soil to maintain the other tracks at our park. We purchase a special soil that is the correct consistency for our tracks.</p>						
<p>6. Materials / Supplies- Concrete Tables Notes : We will be purchasing 15 concrete tables and approximately 40 concrete fire rings. the concrete tables and fire rings will be placed in the areas of the OHV park where camping is allowed. The concrete fire rings are more durable than the steel</p>	15.0000	750.000	EA	8,325.00	2,925.00	11,250.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: La Grange Ground Operations**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
ones that are damaged by vehicles. The new tables and fire rings will accommodate the increase in park use due to increased marketing of the park and the large events held at the park. Cost estimates based on quote 1/24/18.						
7. Materials / Supplies- Boulders and large logs for Trails Notes : We will purchase boulders and large logs to place on trails as obstacles to create a more challenging experience for the 4x4's and rock crawlers using the trails at the park. This was a request from users at the public meeting held this year. Cost estimates are based on recent quote from vendor.	1.0000	5000.000	YR	3,700.00	1,300.00	5,000.00
8. Materials / Supplies- Fire Rings Notes : We will be purchasing 15 concrete tables and approximately 40 concrete fire rings. the concrete tables and fire rings will be placed in the areas of the OHV park where camping is allowed. The concrete fire rings are more	40.0000	593.750	EA	17,575.00	6,175.00	23,750.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: La Grange Ground Operations**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
<p> durable than the steel ones that are damaged by vehicles. The new tables and fire rings will accommodate the increase in park use due to increased marketing of the park and the large events held at the park. Cost estimates based on quote 1/24/18. </p>						
<p> 9. Materials / Supplies- Janitorial Supplies 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. </p>	1.0000	1000.000	YR	740.00	260.00	1,000.00
<p> 10. Materials / Supplies- Ground Maintenance Tools Notes : This line item includes supplies and maintenance costs for the OHV Park. The following are some of those maintenance costs: Small tools such as shovels, rakes, litter sticks, hammers, drills and bits are also </p>	1.0000	1000.000	YR	740.00	260.00	1,000.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: La Grange Ground Operations**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
purchased. We also purchase other items that are necessary to maintain the La Grange OHV Park.						
Total for Materials / Supplies				49,580.00	17,420.00	67,000.00
4 Equipment Use Expenses						
1. Equipment Use Expenses-Vehicle Maintenance Notes : Equipment maintenance includes: minor maintenance cost associated with our off-road equipment used at OHV park for maintenance and entrance station operations. Costs estimates for vehicle maintenance based on past years minor maintenance costs. Vehicles -2 Ford F250 SD 4x4 - #17-61, #17-64	1.0000	2000.000	YR	1,480.00	520.00	2,000.00
2. Equipment Use Expenses-Vehicle Mileage Notes : Equipment maintenance includes: fuel and minor maintenance cost associated with our off-road equipment used at OHV park for maintenance and entrance station operations. Costs estimates for	12844.0000	0.545	MI	5,180.00	1,820.00	7,000.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: La Grange Ground Operations**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
vehicle maintenance based on actual past years mileage @ .545/mile. Vehicles -2 Ford F250 SD 4x4 - #17-61, #17-64						
3. Equipment Use Expenses-Heavy Equipment Maintenance Notes : Heavy Equipment Maintenance - The County will also use funds to maintain the new dozer and compact track loader used at OHV park	1.0000	1000.000	YR	740.00	260.00	1,000.00
Total for Equipment Use Expenses				7,400.00	2,600.00	10,000.00
5 Equipment Purchases						
1. Equipment Purchases-Compact Track Loader /attachment Notes : We plan to purchase a fork lift attachment for the compact track loader. This will allow staff the ability to load and unload O.H.V supplies more easily. Last year we purchased the compact track loader and we were able to purchase 4 attachments within the budget. We were not able to purchase the fork lift attachment at the time.	1.0000	1500.000	EA	1,110.00	390.00	1,500.00
2. Equipment Purchases-Gas Powered Post Driver	1.0000	2500.000	EA	1,850.00	650.00	2,500.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: La Grange Ground Operations**

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	Notes : We will purchase a gas powered post driver to use when installing steel posts. This will improve staff safety and efficiency when repairing damaged fence posts.						
	3. Equipment Purchases- Shade Shelters (2) Notes : In the O.H.V Public Meeting, there was strong support for shade structures at the La Grange O.H.V. Park. We added these to the preliminary grant.	2.0000	15000.000	EA	22,200.00	7,800.00	30,000.00
Total for Equipment Purchases					25,160.00	8,840.00	34,000.00
6	Others						
Total Program Expenses					206,460.00	73,240.00	279,700.00
TOTAL DIRECT EXPENSES					206,460.00	73,240.00	279,700.00
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	30969.000	YR	23,436.00	7,533.00	30,969.00
Total Indirect Costs					23,436.00	7,533.00	30,969.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: La Grange Ground Operations**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
TOTAL INDIRECT EXPENSES				23,436.00	7,533.00	30,969.00
TOTAL EXPENDITURES				229,896.00	80,773.00	310,669.00
TOTAL PROJECT AWARD				229,896.00		

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.

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G17-03-20-R01 PROJECT TYPE: Restoration

GRANTEE: Stanislaus County Parks and Recreation Department

PROJECT TITLE: Frank Raines Restoration

PROJECT PERFORMANCE PERIOD: FROM 07/08/2018 THROUGH 07/07/2021

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$90,000.00 (Ninety Thousand and 00/100)

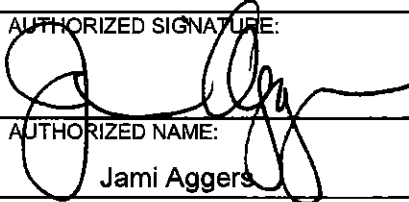
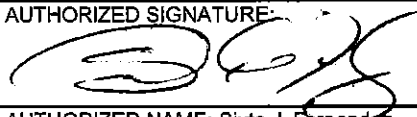
THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

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


The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

ATTACHMENT 1 - PROJECT COST ESTIMATE

ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: 	AUTHORIZED SIGNATURE: 
AUTHORIZED NAME: Jami Aggers	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: Director	TITLE: Grants Manager
DATE: July 19, 2018	DATE: 7-27-18

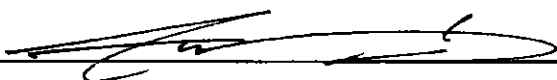
CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-30-062		SUPPLIER ID: 0000073166		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62674	CONTRACT AMOUNT: 90,000.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	ENY: 2018	Chpt 29 	FISCAL YEAR: 2018/2019

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:



10/01/18

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: Frank Raines Restoration**

APPLICANT NAME :	Stanislaus County Parks and Recreation Department		
PROJECT TITLE :	Frank Raines Restoration	PROJECT NUMBER (Division use only) :	G17-03-20-R01
PROJECT TYPE :	<input type="checkbox"/> Law Enforcement <input checked="" 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 Project consists of Off-Highway Vehicle (OHV) related restoration activities within the jurisdiction of the Stanislaus County Parks and Recreation Department in the Frank Raines OHV park. Project activities include, but are not limited to, installing signage, installing barriers / fencing, camouflaging, installing erosion control features such as hay bales and straw erosion control mats, and routine visual monitoring.</p> <p>The Project will include the purchase of all project related material, supplies, and equipment as outlined in the cost estimate.</p> <p>The grantee is required to provide a minimum of 10 percent 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. Staff-Volunteer Notes : Volunteers, while assisting with trail maintenance work under the operations grant will also assist with most components of this restoration grant, such as, fencing, back-filling of ruts, installing waddles and erosion control mats. All work related to the restoration grant will be tracked and recorded separately from any work performed in the operations and maintenance grant.	580.000 0	13.500	HRS	0.00	7,830.00	7,830.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: Frank Raines Restoration**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
2. Staff-Seasonal Maintenance Worker Notes : The Seasonal Maintenance Worker will provide the majority of the labor needed to install some permanent and temporary fencing and the other restoration components, while working with the volunteers on the restoration project.	250.000 0	16.000	HRS	1,830.00	2,170.00	4,000.00
3. Staff-Parks Maintenance Worker I Notes : We also employ a Park Maintenance I that supports the Senior and will participate in and oversee the work performed by the Seasonal Maintenance Workers and Volunteers.	100.000 0	31.000	HRS	3,100.00	0.00	3,100.00
4. Staff-Parks Maintenance Worker III Notes : We have one Senior Maintenance Worker that will be overseeing the restoration project work and monitoring it's progress and results.	75.0000	46.000	HRS	3,450.00	0.00	3,450.00
Total for Staff				8,380.00	10,000.00	18,380.00
2 Contracts						
1. Contracts-Fencing Notes : Contract fence work to close off restoration areas. Costs	1.0000	70000.000	EA	70,000.00	0.00	70,000.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: Frank Raines Restoration**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
are based on prior years estimates of \$25.25 per linear foot of fencing x 2640 (.5 mile) which is approximately \$66,660 dollars. This project is a 5 ft, no climb, T-post style fence installed in difficult off-road terrain.						
3 Materials / Supplies						
1. Materials / Supplies- Hay Bales, Straw Wattles/mats, fencing Notes : Materials and supplies needed to perform restoration work Hay Bales, Straw Waddles/mats, fencing, etc.	1.0000	7500.000	EA	7,500.00	0.00	7,500.00
4 Equipment Use Expenses						
5 Equipment Purchases						
6 Others						
Total Program Expenses				85,880.00	10,000.00	95,880.00
TOTAL DIRECT EXPENSES				85,880.00	10,000.00	95,880.00
INDIRECT EXPENSES						
Indirect Costs						
1 Indirect Costs						
1. Indirect Costs- Administrative overhead Costs Notes : Administrative costs like Park Manager, Accounting, Project Manager and Staff Service Coordinator.	1.0000	4120.000	EA	4,120.00	0.00	4,120.00
Total Indirect Costs				4,120.00	0.00	4,120.00
TOTAL INDIRECT EXPENSES				4,120.00	0.00	4,120.00
TOTAL EXPENDITURES				90,000.00	10,000.00	100,000.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018
Agency: Stanislaus County Parks and Recreation Department
Application: Frank Raines Restoration

TOTAL PROJECT AWARD	90,000.00	
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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.

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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.
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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.

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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.
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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.

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