OFFICE OF THE SHERIFF
COUNTY OF LOS ANGELES
HALL OF JUSTICE
JIM MCDONNELL, SHERIFF
211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012
A Tradition of Service
Since 1850

December 15, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

ADOPT A RESOLUTION AUTHORIZING THE SHERIFF TO APPLY FOR AND ACCEPT GRANT AWARDS FROM THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR THE 2014-15 OFF-HIGHWAY MOTOR VEHICLE RECREATION PROGRAM (ALL DISTRICTS) (3 VOTES)

SUBJECT

Request the Board to adopt the attached Resolution as required by the State of California, Department of Parks and Recreation (CDPR), authorizing the Sheriff of Los Angeles County (County) to apply for and accept grant awards in the amount of $145,720 from CDPR for the 2014-15 Off-Highway Motor Vehicle Recreation Grant Program (Program).

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt the attached Resolution authorizing the Sheriff, as an agent for the County, to execute and submit all required grant documents, including but not limited to, applications, agreements, modifications, amendments, and payment requests that may be necessary for completion of the 2014-15 Program.

2. Delegate authority to the Sheriff, as an agent for the County, to execute the attached Project Agreement Numbers G14-03-10-L01, G14-03-10-L02, and G14-03-10-S01 (Agreements) with CDPR, accepting grants in the amount of $145,720 ($50,796 for the Los Angeles County Sheriff's Department's [Department] Palmdale Sheriff's Station [PLM], $50,677 for Santa Clarita Valley Sheriff's Station [SCV], and $44,247 for Parks Bureau [PKB]) for the Program. The grant period will commence on November 1, 2015, and conclude October 31, 2016, for PLM and SCV, and the grant period will commence January 1, 2016, and conclude on December 31, 2016, for PKB. The total required match of $79,531 will be funded by the Department's North Patrol Division and Countywide Services Division budgets.

3. Delegate authority to the Sheriff, as an agent for the County, to apply for and submit a grant application to CDPR for the 2014-15 Program in future fiscal years, when and if, such future funding becomes available.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The primary objective of the CDPR 2014-15 Program is to provide funding to selected law enforcement agencies in order to protect natural resources and enforce laws that regulate and educate the public in the use of off-highway motor vehicles and associated equipment. In meeting this objective, the Department will use the grant funds to implement the Department's Off-Highway Vehicle (OHV) Enforcement Program that will be administered by PKB ($44,247), SCV ($50,677), and PLM ($50,796) Sheriff's Stations.

The goal of the Department's OHV Enforcement Program is to help reduce off-highway motor vehicle-related offenses and code violations throughout the Department's jurisdictions in Palmdale, Lancaster, Santa Clarita, Crescenta Valley, and Hungry Valley by educating OHV enthusiasts, and providing training to youth from low income areas enrolled in Youth Activity League programs within the County.

In order to successfully reduce the types of offenses and violations identified above, the Department will utilize the grant funds specifically to retain sergeant and deputy personnel on an overtime basis. The SCV and PLM Sheriff's Stations will assign sergeants and deputies to be responsible for identifying and targeting areas where violations are highly prevalent and conduct coordinated enforcement efforts throughout the identified region. In addition to their active involvement in the project, they will also collaborate with the United States Forest Service to ensure that efficient and productive enforcement in the problem areas during peak times, such as weekends and holidays, are addressed.

PKB will assign sergeants and deputies to their OHV Enforcement Program to rejuvenate the existing Off-Highway Police Activity League (OHPAL) within the County to provide All-Terrain Vehicle (ATV) training to disadvantaged youths. By making OHPAL training available to youth from low income areas, this will afford them the opportunity to experience outdoor recreational opportunities. Simultaneously, providing them with safe riding principles, supplying information on legal areas to recreate on OHVs, reviewing the importance of legal requirements for wearing approved safety gear while riding, and explaining the "Tread Lightly" principles to minimize the damage to surrounding natural resources.

Implementation of Strategic Plan Goals

This 2014-15 Program is consistent with the County's Strategic Plan, Goal 3, Integrated Services Delivery, by maximizing opportunities to measurably improve client and community outcomes and leveraging resources through the continuous integration of health, community, and public safety services. Implementing this program successfully will effectively and strategically approach eliminating the crime and nuisance issues associated with the OHV Enforcement Program.

FISCAL IMPACT/FINANCING

This will be the 12th year of funding for this Program. The in-kind match requirement will be funded by the Department's North Patrol Division and Countywide Services Division budgets. This funding is included in the Department's Fiscal Year 2015-16 budget.

Funds in the amount of $50,796 will be used by PLM for the following categories: $49,974 for Salaries and Employee Benefits (overtime only) and $822 for Services and Supplies (safety equipment). Funds in the amount of $50,677 will be used by SCV as follows: $26,174 for Salaries and Employee Benefits (overtime only), $4,769 for Services and Supplies (safety equipment and a motorcycle), and $19,734 for Fixed Assets (four wheel drive pick-up truck). Funds in the amount of $44,247 will be utilized by PKB to provide the following resources for their program: $43,800 for Salaries and Employee Benefits (overtime only), $447 for Services and Supplies (safety equipment for students participating in the program).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A Board letter adopted by the Board on December 2, 2014, was accepted by CDPR during the application phase of the 2014-15 Program as evidence of the Sheriff's authority to submit a grant application; however, CDPR is requesting a signed resolution that reflects the Sheriff's authority to apply and accept grant funding for the 2014-15 Program. The Agreements are for a 12-month period from November 1, 2015, to October 31, 2016, for SCV and PLM Sheriff's Stations; and from January 1, 2016, to December 31, 2016, for PKB.

Pursuant to the Agreements, the County waives all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to the Agreements, except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.

Equipment and supplies funded under the Agreements will be procured in accordance with the County's purchasing policies and procedures.

The attached Resolution and Agreements have been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Board letter was forwarded to the District Attorney's Office, Public Defender's Office, and Alternate Public Defender's Office for review. The Alternate Public Defender's Office and the District Attorney's Office have both determined that this program will not have a significant impact upon their services; while the Public Defender's Office has concluded that this program will have minimal impact on their services.

CONCLUSION

Upon the Board's approval, please provide one individually adopted copy of this action along with three originally executed copies of the Resolution to the Department's Grants Unit.

Sincerely,

JIM McDONNELL
Sheriff

JM:AF:af

Enclosures

Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding $100,000

Department: LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Grant Project Title and Description: 2014-2015 Off Highway Motor Vehicle Recreation Grant Program

The goal of the Off-Highway Motor Vehicle Recreation Grant Program, which is implemented by the Los Angeles County Sheriff's Department's Parks Bureau, Santa Clarita Valley Station and Palmdale Station, is to educate off-highway vehicle enthusiasts, provide training to youth from low income areas on related safety laws to help reduce off-highway vehicle-related offenses and code violations throughout the Department's jurisdictions in Palmdale, Lancaster, and Santa Clarita, Crescenta, and Hungry Valleys.

Funding Agency	**Program** (Fed. Grant # /State Bill or Code #)	**Grant Acceptance Deadline**
California Department of Parks and Recreation (CDPR)	G14-03-10-L02 SCV, G14-03-10-L01 PLM , and G14-03-10-S01 Parks Bureau	December 15, 2015

Total Amount of Grant Funding: $145,720 **County Match:** $79,531

Grant Period: 12-Months **Begin Date:** November 1, 2015 **End Date:** October 31, 2016 **AND**

Grant Period: 12-Months **Begin Date:** January 1, 2016 **End Date:** December 31, 2016

Number of Personnel Hired Under This Grant: 0 **Full Time: N/A** **Part Time**: N/A

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes ___ No N/A

Will all personnel hired for this program be placed on temporary ("N") items? Yes ___ No N/A

Is the County obligated to continue this program after the grant expires? Yes ___ No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ___ No X

b). Identify other revenue sources Yes X No __
(Describe) search for other potential grant funding opportunities

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes X No __

Impact of additional personnel on existing space: No impact on existing space.

Other requirements not mentioned above: None

Department Head Signature_____ **Date**_____

RESOLUTION

OF BOARD OF SUPERVISORS OF COUNTY OF LOS ANGELES APPROVING THE APPLICATION FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY MOTOR VEHICLE RECREATION PROGRAM 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 Operation 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 State of California, Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the State of California, Department of Parks and Recreation require the grant applicant's governing body to certify by resolution the approval of the submitted application and acceptance of grant funds for the Off-Highway Motor Vehicle Grant; and

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

WHEREAS, the Los Angeles County Sheriff's Department has applied and is currently accepting 2014-2015 Off-Highway Motor Vehicle Recreation (OHMVR) grant funds from the State of California, Department of Parks and Recreation for the Los Angeles County Sheriff's Department Off-Highway Vehicle (OHV) Enforcement program; and

WHEREAS, OHMVR grant funds will enable the Los Angeles County Sheriff's Department to enforce laws in public areas designated for off-highway vehicle use within Los Angeles County.

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

1. Approves the filing of an application and the acceptance of grant funding for the State of California, Department of Parks and Recreation OHMVR grant; and

2. Certifies that the Los Angeles County Sheriff's Department understands its legal obligations to the State of California upon approval of the grant; and

3. Certifies that the Los Angeles County Sheriff's Department will implement its OHV Enforcement program with diligence once funds are available and the County has reviewed, understands, and agrees with the Project Agreement; and

4. Certifies that the project will be well maintained during its useful life (as applicable); and

5. Certifies that the Los Angeles County Sheriff's Department 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 and authorizes the Sheriff, as an agent for the County of Los Angeles, to execute and submit all required grant documents, including, but not limited to, applications, agreements, modifications, amendments, and payment requests, which may be necessary for the completion of the Project.

The foregoing resolution was on the _____ day of _____, 2015, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

PATRICK OGAWA
Acting Executive Officer-Clerk of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Senior Deputy County Counsel

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G14-03-10-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Los Angeles County Sheriff's Department

PROJECT TITLE: Law Enforcement - Palmdale Station

PROJECT PERFORMANCE PERIOD: FROM **11/01/2015** THROUGH **10/31/2016**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **$50,796.00** (Fifty Thousand Seven 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:	AUTHORIZED NAME: Sixto J. Fernandez
TITLE:	TITLE: Grants Manager
DATE:	DATE:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER:		VENDOR NUMBER:		FUND:
C32-27-102		4000000014-15		Off-Highway Vehicle Trust Fund
INDEX:	OBJECT CODE:	PCA:	CONTRACT AMOUNT:	APPROPRIATION:
1550	702	62671	50,796.00	Local Assistance
ITEM:		CHAPTER:	STATUTE:	FISCAL YEAR:
3790-101-0263		10/15	2015	2015/2016

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

SIGNATURE OF DPR ACCOUNTING OFFICER: DATE:

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015
Agency: Los Angeles County Sheriff's Department
Application: Law Enforcement - Palmdale Station

APPLICANT NAME :	Los Angeles County Sheriff's Department		
PROJECT TITLE :	Law Enforcement - Palmdale Station	**PROJECT NUMBER (Division use only) :**	G14-03-10-L01
PROJECT TYPE :	☑ Law Enforcement ☐ Restoration ☐ Education & Safety ☐ Acquisition ☐ Development ☐ Ground Operations ☐ Planning		
PROJECT DESCRIPTION :	This project is to provide for OHV related law enforcement activities within the jurisdiction of the Los Angeles 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 directly related to such activities. The grantee is required to provide a minimum of 25% of the total project cost in matching funds.		

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
DIRECT EXPENSES							
Program Expenses							
1	**Staff**						
	1. Sergeant Notes : This cost estimate is based on conducting four (8) hour operations per month, utilizing one sergeant per operation in the field with deputies. The sergeant directs the teams missions, files staff injury reports, equipment damage reports and handles citizen complaints. He/she accumulates all overtime slips and stat sheets in order to monitor the budget and follow all department reporting procedures. The administrative work would constitute the Matching-In-Kind hours as requried in the grant	230.3953	95.320	HRS	18,054.43	3,906.85	21,961.28

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015
Agency: Los Angeles County Sheriff's Department
Application: Law Enforcement - Palmdale Station

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	application.						
	2. Law Enforcement Officers Notes : This cost estimate is based on conducting four (8) hour operations per month, utilizing two deputies per operation. The deputies conduct patrol operations at the direction of the sergeant, which include issuing warnings, or writing citations for violations they encounter. They pass out maps of legal riding areas and conduct inspections of OHV vehicles found during their patrols.	468.8250	84.260	HRS	31,919.48	7,583.71	39,503.19
Total for Staff					49,973.91	11,490.56	61,464.47
2	**Contracts**						
3	**Materials / Supplies**						
	1. Safety Equipment Notes : The equipment would include safety helmets, gloves, goggles, safety pants, other safety items, and specific off road motorcycle boots for both new staff members or replacement for broken or worn out equipment.	1.0000	822.090	MISC	822.09	0.00	822.09
4	**Equipment Use Expenses**						
5	**Equipment Purchases**						
6	**Others**						
	1. Training Notes : This covers 2	72.2518	49.760	HRS	0.00	3,595.25	3,595.25

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	sessions (8 hours each) of OHV POST mandates recurrent training for 14 current team members. Training to occur in the year of the grant award to include: 1. POST mandated skills recurrent training 2. Attending monthly meetings with other agencies (BLM, U.S. Forest Service (Angeles Division), Kern County Sheriff, San Bernardino County Sheriff and numerous local town council gatherings) in order address complaints and issues which assists us with our operational management of OHV recreation within our jurisdiction.						
Total Program Expenses					50,796.00	15,085.81	65,881.81
TOTAL DIRECT EXPENSES					50,796.00	15,085.81	65,881.81
INDIRECT EXPENSES							
Indirect Costs							
1	**Indirect Costs**						
	1. Indirect Costs-Sergeant administrative d Notes : Provides for administrative sergeant billing, tracking and data entry related to contacts during enforcement, equipment maintenance, overtime reports and collection of OHV related complaints.	30.9631	59.630	HRS	0.00	1,846.33	1,846.33

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015
Agency: Los Angeles County Sheriff's Department
Application: Law Enforcement - Palmdale Station

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
Total Indirect Costs					0.00	1,846.33	1,846.33
TOTAL INDIRECT EXPENSES					0.00	1,846.33	1,846.33
TOTAL EXPENDITURES					**50,796.00**	**16,932.14**	**67,728.14**

TOTAL PROJECT AWARD	**50,796.00**	

ATTACHMENT 2

Project Agreement General Provisions
(Local Agencies Only)

A. Definitions

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

B. Project Execution

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

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

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.

3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

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

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.

ATTACHMENT 2

K. Severability

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

L. Governing Law

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

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G14-03-10-L02 PROJECT TYPE: Law Enforcement

GRANTEE: Los Angeles County Sheriff's Department

PROJECT TITLE: Law Enforcement - Santa Clarita Valley Station

PROJECT PERFORMANCE PERIOD: FROM **11/01/2015** THROUGH **10/31/2016**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **$50,677.00** (Fifty Thousand Six Hundred Seventy Seven 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:	AUTHORIZED NAME: Sixto J. Fernandez
TITLE:	TITLE: Grants Manager
DATE:	DATE:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER:		VENDOR NUMBER:		FUND:
C32-27-103		4000000014-15		Off-Highway Vehicle Trust Fund
INDEX:	OBJECT CODE:	PCA:	CONTRACT AMOUNT:	APPROPRIATION:
1550	702	62671	50,677.00	Local Assistance
ITEM:		CHAPTER:	STATUTE:	FISCAL YEAR:
3790-101-0263		10/15	2015	2015/2016

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

SIGNATURE OF DPR ACCOUNTING OFFICER: DATE:

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015
Agency: Los Angeles County Sheriff's Department
Application: Law Enforcement - Santa Clarita Valley Station

APPLICANT NAME :	Los Angeles County Sheriff's Department		
PROJECT TITLE :	Law Enforcement - Santa Clarita Valley Station	**PROJECT NUMBER (Division use only) :**	G14-03-10-L02
PROJECT TYPE :	☑ Law Enforcement ☐ Restoration ☐ Education & Safety ☐ Acquisition ☐ Development ☐ Ground Operations ☐ Planning		
PROJECT DESCRIPTION :	This project is to provide for OHV related law enforcement activities within the jurisdiction of the Los Angeles 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 directly related to such activities. The grantee is required to provide a minimum of 25% of the total project cost in matching funds.		

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
DIRECT EXPENSES							
Program Expenses							
1	**Staff**						
	1. Sergeant Notes : This cost estimate is based on conducting four (8) hour operations per month, utilizing one sergeant per operation. That equates to 32 Sergeant hours per month, multiplied by 12, for a total of 384 hours. It has been the policy of the Sheriff's Department to deploy one sergeant for each operation, to maintain supervision and accountability for all personnel involved. The sergeant is also responsible to track hours worked, ensure all paperwork is submitted properly, handle any potential citizen complaints, and handle	126.2944	95.000	HRS	7,774.96	4,223.00	11,997.96

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	any collisions or accidents that could occur. In addition, the sergeant should be present, should any use of force occur during an arrest, as he/she will be responsible for investigating it.						
	2. Law Enforcement Officers Notes : This cost estimate is based on conducting four (8) hour operations per month, utilizing three deputies per operation. That equates to 24 Deputy hours per operation, or 96 Deputy hours per month, multiplied by 12 months for a total of 1152 Deputy hours annually.	378.8834	82.000	HRS	18,399.44	12,669.00	31,068.44
Total for Staff					26,174.40	16,892.00	43,066.40
2	**Contracts**						
3	**Materials / Supplies**						
	1. Safety Equipment Notes : Funds granted under "Safety Equipment" will be used for offroad safety equipment for the 14 team members including, but not limited to, helmets, goggles, gloves, protective vests boots, and other uniform supplies.	1.0000	1973.364	MISC	1,973.36	0.00	1,973.36
4	**Equipment Use Expenses**						
5	**Equipment Purchases**						

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015
Agency: Los Angeles County Sheriff's Department
Application: Law Enforcement - Santa Clarita Valley Station

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	1. Dual Purpose Motorcycle Notes : This funding will be used to replace our final remaining Honda, which is nearing the end of its service life. It will be replaced with a new 2014 Suzuki DRZ400.	1.0000	2795.599	EA	2,795.60	0.00	2,795.60
	2. Four wheel drive pick-up truck Notes : This money would be used to purchase a 2015 Ford pick-up truck. The truck would be outfitted with emergency lights, siren, radio equipment, a winch, and four wheel drive. Currently, the Off Road Enforcement Team has no four wheel drive vehicle assigned to it. This has become a problem in years past, as there have been numerous times when our support vehicle is unable to access team members in rural, remote areas. During each operation, our team patrols areas that are extremely remote, with rugged terrain only accessible by off road vehicle or 4-wheel drive vehicle. In the past, we have experienced emergencies such as mechanical breakdowns, medical emergencies, and even had team members involved in	1.0000	19733.640	EA	19,733.64	0.00	19,733.64

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015
Agency: Los Angeles County Sheriff's Department
Application: Law Enforcement - Santa Clarita Valley Station

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	serious crashes. On at least one occasion, we had to airlift a team member to the hospital, because we had no 4-wheel drive truck able to reach us. This addition to our fleet would be invaluable.						
Total for Equipment Purchases					22,529.24	0.00	22,529.24
6	**Others**						
Total Program Expenses					50,677.00	16,892.00	67,569.00
TOTAL DIRECT EXPENSES					50,677.00	16,892.00	67,569.00
INDIRECT EXPENSES							
Indirect Costs							
1	**Indirect Costs**						
Total Indirect Costs					0.00	0.00	0.00
TOTAL INDIRECT EXPENSES					0.00	0.00	0.00
TOTAL EXPENDITURES					**50,677.00**	**16,892.00**	**67,569.00**

TOTAL PROJECT AWARD	**50,677.00**	

ATTACHMENT 2

Project Agreement General Provisions
(Local Agencies Only)

A. Definitions

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

B. Project Execution

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

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

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.

3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

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

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.

ATTACHMENT 2

K. Severability

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

L. Governing Law

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

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G14-03-10-S01 PROJECT TYPE: Education & Safety

GRANTEE: Los Angeles County Sheriff's Department

PROJECT TITLE: Education & Safety - Parks Bureau

PROJECT PERFORMANCE PERIOD: FROM **01/01/2016** THROUGH **12/31/2016**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **$44,247.00** (Forty Four Thousand Two Hundred Forty Seven 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:	AUTHORIZED NAME: Sixto J. Fernandez
TITLE:	TITLE: Grants Manager
DATE:	DATE:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER:	VENDOR NUMBER:	FUND:
C32-27-070	4000000014-15	Off-Highway Vehicle Trust Fund

INDEX:	OBJECT CODE:	PCA:	CONTRACT AMOUNT:	APPROPRIATION:
1550	702	62671	44,247.00	Local Assistance

ITEM:	CHAPTER:	STATUTE:	FISCAL YEAR:
3790-101-0263	10/15	2015	2015/2016

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

SIGNATURE OF DPR ACCOUNTING OFFICER: DATE:

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015
Agency: Los Angeles County Sheriff's Department
Application: Education & Safety - Parks Bureau

APPLICANT NAME :	Los Angeles County Sheriff's Department		
PROJECT TITLE :	Education & Safety - Parks Bureau	**PROJECT NUMBER (Division use only) :**	G14-03-10-S01
PROJECT TYPE :	☐ Law Enforcement ☐ Restoration ☑ Education & Safety ☐ Acquisition ☐ Development ☐ Ground Operations ☐ Planning		
PROJECT DESCRIPTION :	This project consists of continuing the Off-Highway Police Activity League program to provide ATV Safety Institute training courses to the public youth under the age of 17, within the jurisdiction of the Los Angeles County. Activities include but are not limited to, ATV instructor training and the purchase of safety equipment. The grantee is required to provide a minimum of 26 percent of the total project cost in matching funds.		

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
DIRECT EXPENSES							
Program Expenses							
1	**Staff**						
	1. Deputy Sheriff Notes : Deputy Sheriff, OHPAL Instruction Notes : The anticipated schedule is twice monthly. Each day will consist of two 4.5 hour classes with 6 students per class. This will require two deputy sheriffs for 10 hours of overtime (rate below).	337.5000	80.000	HRS	27,000.00	0.00	27,000.00
	2. Sergeant Notes : Sergeant, Supervisor Notes : The anticipated schedule is twice monthly. Each day will consist of two 4.5 hour classes with 6 students per class. This will require one seargeant for 10 hours of overtime (rate below) for	168.0000	100.000	HRS	16,800.00	0.00	16,800.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015
Agency: Los Angeles County Sheriff's Department
Application: Education & Safety - Parks Bureau

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	supervision and assisting with the class						
	3. Deputy Sheriff Notes : Deputy Sheriff, Student Transportation. Students will be transported from various locations throughout LA County in Sheriff's Department vehicles to and from the training site.	400.0000	80.000	HRS	0.00	32,000.00	32,000.00
Total for Staff					43,800.00	32,000.00	75,800.00
2	**Contracts**						
3	**Materials / Supplies**						
	1. Safety Equipment Notes : 1. Safety Equipment Notes : Replacement of worn, torn or lost pieces of safety equipment (safety cones, helmets, gloves, boots, goggles, etc.)	447.0000	1.000	YR	447.00	0.00	447.00
4	**Equipment Use Expenses**						
5	**Equipment Purchases**						
6	**Others**						
	1. Training Notes : With the attrition/promotion and transfers that occur in our Department, it will be necessary to train 8 deputies and Sergeant as instructors to facilitate OHPAL classes twice monthly. To accomplish this task, each potential instructor (9) will need to complete the 40 hour Instructor	88.3800	80.000	HRS	0.00	7,070.00	7,070.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015
Agency: Los Angeles County Sheriff's Department
Application: Education & Safety - Parks Bureau

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	Preparation course. It is anticipated that roughly half of the deputies trained during last years grant will have promoted, transferred or been reassigned to other bureaus. This figure is the estimate of the cost to cover deputies and sergeants salaries during the week-long training period.						
Total Program Expenses					44,247.00	39,070.00	83,317.00
TOTAL DIRECT EXPENSES					44,247.00	39,070.00	83,317.00
INDIRECT EXPENSES							
Indirect Costs							
1	**Indirect Costs**						
	1. Indirect Costs-Due to the complexity of Notes : With the attrition/promotion and transfers that occur in our Department, it will be necessary to train 8 deputies and 1 Sergeant as instructors to facilitate OHPAL classes twice monthly. To accomplish this task, each potential instructor (9) will need to complete the 40 hour Instructor Preparation course. It is anticipated that roughly half of the deputies trained during last years grant will have promoted, transferred or been reassigned to other bureaus. This figure is the estimate to cover the	82.9600	80.000	HRS	0.00	6,637.00	6,637.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015
Agency: Los Angeles County Sheriff's Department
Application: Education & Safety - Parks Bureau

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	cost of vehicles, fuel, maintenance, administrative, and scheduling during the two planned training sessions.						
Total Indirect Costs					0.00	6,637.00	6,637.00
TOTAL INDIRECT EXPENSES					0.00	6,637.00	6,637.00
TOTAL EXPENDITURES					**44,247.00**	**45,707.00**	**89,954.00**

TOTAL PROJECT AWARD	**44,247.00**	

ATTACHMENT 2

Project Agreement General Provisions
(Local Agencies Only)

A. Definitions

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

B. Project Execution

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

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

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.

3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

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

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.

ATTACHMENT 2

K. Severability

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

L. Governing Law

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