



JOHN L. SCOTT, SHERIFF

County of Los Angeles  
Sheriff's Department Headquarters  
4700 Ramona Boulevard  
Monterey Park, California 91754-2169  
*A Tradition of Service*



December 02, 2014

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

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

24 December 2, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**ACCEPT A GRANT AWARD FROM THE CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION FOR THE OFF-HIGHWAY  
MOTOR VEHICLE RECREATION PROGRAM  
(FIFTH DISTRICT) (3 VOTES)**

**SUBJECT**

Request Board approval authorizing the Sheriff of Los Angeles County (County) to accept a grant award in the amount of \$254,661 from the California Department of Parks and Recreation (CDPR), for the 2013-14 Off-Highway Motor Vehicle Recreation Grant Program (Program).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Sheriff, as an agent for the County, to execute the attached Program Agreement Numbers G13-03-10-L01, G13-03-10-L02, and G13-03-10-S01 (Agreements) with CDPR, accepting grant funds from the CDPR in the amount of \$254,661 for the Program period of November 1, 2014, through October 31, 2015. The required match of \$177,153 will be funded by the Los Angeles County Sheriff's Department's (Department) North Patrol and Countywide Services Divisions' Budgets.
2. Delegate authority to the Sheriff to execute and submit all required grant documents, including but not limited to, project agreements, modifications, extensions, and payment requests that may be necessary for the completion of this grant.
3. Delegate authority to the Sheriff, as an agent of the County, to apply and submit a grant application to CDPR for the Program, when and if, such future funding becomes available.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The primary objective of the 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 the Department's Santa Clarita Valley (SCV) and Palmdale (PLM) Sheriff's Stations (Stations), and by the Department's Parks Bureau.

The goal of the Department's OHV Enforcement Program is to educate OHV enthusiasts, provide training to youth from low income areas who are enrolled in various Youth Activity League programs within the County, and to educate them on related safety laws to help reduce off-highway vehicle-related offenses and code violations throughout the Department's jurisdictions in Palmdale, Lancaster, and the Santa Clarita, Crescenta, and Hungry Valleys.

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 Department'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 regions. In addition to the Department's active involvement in the Program, the Department will also collaborate with the United States Forest Service to ensure that efficient and productive enforcement of the problem areas exist during peak times such as weekends and holidays.

The Department's Parks Bureau will assign sergeants and deputies to their OHV Enforcement Program to revitalize 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, they will have 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 Program is consistent with the County's Strategic Plan, Goal 3, Integrated Services Delivery. 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 11th year of funding for this Program. The in-kind match requirement will be funded by the Department's North Patrol and Countywide Services Divisions' Budgets. This funding is included in the Department's Fiscal Year 2014-15 Budget.

Funds in the amount of \$53,734 will be used by the Department's PLM Sheriff's Station for the following categories: \$51,244 for Salaries and Employee Benefits (overtime only) and \$2,490 for Services and Supplies (uniform safety equipment). Funds in the amount of \$79,927 will be used by the Department's SCV Sheriff's Station as follows: \$66,427 for Salaries and Employee Benefits (overtime only), \$5,000 for Services and Supplies (uniform and safety equipment), and \$8,500 for Fixed Assets (motorcycles). Funds in the amount of \$121,000 will be utilized by the Department's

Parks Bureau to provide the following resources: \$52,000 for Salaries and Employee Benefits (overtime only), \$14,000 for Services and Supplies (safety equipment for students, medical supplies, and miscellaneous giveaway items for student participation), and \$55,000 for Fixed Assets (15-passenger van and 28' cargo trailer).

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

A resolution required by the CDPR as part of the application process was previously adopted by the Board on April 15, 2014, authorizing the Department to submit the application. The Agreements are for a 12-month period from November 1, 2014, through October 31, 2015. Pursuant to the Agreements, the County waives all claims and recourses against the State of California (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 the Agreements, except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.

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

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

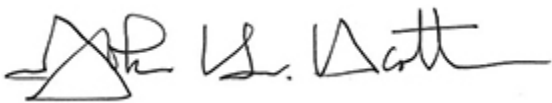
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

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

**CONCLUSION**

Upon Board approval, please provide three individually certified copies of the adopted Board letter to the Department's Grants Unit.

Sincerely



JOHN L. SCOTT

Sheriff

JLS:AF:af

Enclosures



**PROJECT AGREEMENT**

PROJECT AGREEMENT NUMBER: G13-03-10-L01      PROJECT TYPE: Law Enforcement

GRANTEE: Los Angeles County Sheriff's Department

PROJECT TITLE: Law Enforcement-Santa Clarita

PROJECT PERFORMANCE PERIOD: FROM **11/01/2014** THROUGH **10/31/2015**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$79,927.00** (Seventy Nine Thousand Nine Hundred Twenty 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: C32-24-095		VENDOR NUMBER: 4000000014-15		FUND: Off-Highway Vehicle Trust Fund
INDEX: 1550	OBJECT CODE: 702	PCA: 62670	CONTRACT AMOUNT: 79,927.00	APPROPRIATION: Local Assistance
ITEM: 3790-101-0263		CHAPTER: 25/14	STATUTE: 2014	FISCAL YEAR: 2014/2015

*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 - 2013/2014**  
**Agency: Los Angeles County Sheriff's Department**  
**Application: Law Enforcement-Santa Clarita**

<b>APPLICANT NAME :</b>	Los Angeles County Sheriff's Department		
<b>PROJECT TITLE :</b>	Law Enforcement-Santa Clarita	<b>PROJECT NUMBER (Division use only) :</b>	G13-03-10-L01
<b>PROJECT TYPE :</b>	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
<b>PROJECT DESCRIPTION :</b>	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, search and rescue, and purchase of equipment 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
<b>DIRECT EXPENSES</b>							
<b>Program Expenses</b>							
<b>1</b>	<b>Staff</b>						
	1. Sergeant Notes : This cost estimate is based on conducting six (8) hour operations per month, utilizing one sergeant per operation.	270.9831	95.320	HRS	19,595.23	6,234.88	25,830.11
	2. Law Enforcement Officers Notes : This cost estimate is based on conducting six (8) hour operations per month, utilizing three deputies per operation.	797.9551	84.264	HRS	46,831.77	20,407.12	67,238.89
<b>Total for Staff</b>					66,427.00	26,642.00	93,069.00
<b>2</b>	<b>Contracts</b>						
<b>3</b>	<b>Materials / Supplies</b>						
	1. Safety Equipment Notes : Funds granted under "Safety Equipment" will be used	5.0000	1000.000	EA	5,000.00	0.00	5,000.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2013/2014  
 Agency: Los Angeles County Sheriff's Department  
 Application: Law Enforcement-Santa Clarita**

	<b>Line Item</b>	<b>Qty</b>	<b>Rate</b>	<b>UOM</b>	<b>Grant Req.</b>	<b>Match</b>	<b>Total</b>
	for offroad safety equipment for the 14 team members including, but not limited to, helmets, goggles, gloves, protective vests boots, and other uniform supplies.						
<b>4</b>	<b>Equipment Use Expenses</b>						
<b>5</b>	<b>Equipment Purchases</b>						
	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	8500.000	EA	8,500.00	0.00	8,500.00
<b>6</b>	<b>Others</b>						
<b>Total Program Expenses</b>					79,927.00	26,642.00	106,569.00
<b>TOTAL DIRECT EXPENSES</b>					79,927.00	26,642.00	106,569.00
<b>INDIRECT EXPENSES</b>							
<b>Indirect Costs</b>							
<b>1</b>	<b>Indirect Costs</b>						
<b>Total Indirect Costs</b>					0.00	0.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>					0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>					<b>79,927.00</b>	<b>26,642.00</b>	<b>106,569.00</b>
<b>TOTAL PROJECT AWARD</b>					<b>79,927.00</b>		

## ATTACHMENT 2

### **Project Agreement General Provisions (Local Agencies Only)**

#### A. Definitions

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

#### B. Project Execution

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

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

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

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



## ATTACHMENT 2

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

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

### C. Project Costs

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

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

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

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

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

### D. Project Administration

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

## ATTACHMENT 2

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

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

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

### E. Project Termination

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

### F. Hold Harmless

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

## ATTACHMENT 2

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

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

### G. Financial Records

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

### H. Use of Facilities

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

### I. Nondiscrimination

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

### J. Application Incorporation

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

## ATTACHMENT 2

### K. Severability

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

### L. Governing Law

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

### PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G13-03-10-L02      PROJECT TYPE: Law Enforcement

GRANTEE: Los Angeles County Sheriff's Department

PROJECT TITLE: Law Enforcement-Palmdale

PROJECT PERFORMANCE PERIOD: FROM **11/01/2014** THROUGH **10/31/2015**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$53,734.00** (Fifty Three Thousand Seven Hundred Thirty Four 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: C32-24-096		VENDOR NUMBER: 4000000014-15		FUND: Off-Highway Vehicle Trust Fund
INDEX: 1550	OBJECT CODE: 702	PCA: 62670	CONTRACT AMOUNT: 53,734.00	APPROPRIATION: Local Assistance
ITEM: 3790-101-0263		CHAPTER: 25/14	STATUTE: 2014	FISCAL YEAR: 2014/2015

*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 - 2013/2014**  
**Agency: Los Angeles County Sheriff's Department**  
**Application: Law Enforcement-Palmdale**

<b>APPLICANT NAME :</b>	Los Angeles County Sheriff's Department		
<b>PROJECT TITLE :</b>	Law Enforcement-Palmdale	<b>PROJECT NUMBER (Division use only) :</b>	G13-03-10-L02
<b>PROJECT TYPE :</b>	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
<b>PROJECT DESCRIPTION :</b>	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, search and rescue, and purchase of equipment 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
<b>DIRECT EXPENSES</b>							
<b>Program Expenses</b>							
<b>1</b>	<b>Staff</b>						
	1. Sergeant Notes : This line denotes 216 hours of Sergeant's overtime pay at \$95.32 per hour. This grant request will pay for approximately 151 hours of overtime and the remaining will be paid out of LA County in-lieu funds. The funds provide for a sergeant to deploy with 3 deputies during each deployment for supervision and direction. Deployments typically run as 8 hour shifts.	243.5378	95.320	HRS	17,697.00	5,517.00	23,214.00
	2. Law Enforcement Officers Notes : This line denotes	462.1982	84.264	HRS	33,547.00	5,400.00	38,947.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2013/2014  
 Agency: Los Angeles County Sheriff's Department  
 Application: Law Enforcement-Palmdale**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
832 hours of Deputy Sheriff (LEO) pay at \$84.26 per hour. This grant request will pay for approximately 399 Deputy hours for dedicated OHV enforcement operations. The remaining funds will be paid from LA County in-lieu funds. The funds provide for 3 deputies to deploy with a sergeant during each deployment. This allows for two teams of 2 personnel for OHV activities. Deployments typically run as 8 hour shifts.						
3. Volunteers Notes : A match fund that equates to personnel costs of like duties by paid personnel.	171.8900	19.000	HRS	0.00	3,266.00	3,266.00
<b>Total for Staff</b>				51,244.00	14,183.00	65,427.00
<b>2 Contracts</b>						
<b>3 Materials / Supplies</b>						
1. Safety Equipment Notes : Safety equipment for 6 newly trained team members including, but not limited to, helmets, gloves, boots and safety equipment.	6.0000	415.000	EA	2,490.00	0.00	2,490.00
<b>4 Equipment Use Expenses</b>						
<b>5 Equipment Purchases</b>						
<b>6 Others</b>						
1. Training	47.0644	79.210	HRS	0.00	3,728.00	3,728.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2013/2014  
 Agency: Los Angeles County Sheriff's Department  
 Application: Law Enforcement-Palmdale**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
Notes : This covers 2 sessions (8 hrs each) of OHV POST mandated recurrent training for 10 current team members. Training to occur in the year of the grant award to include: 1. POST mandated skills recurrent training 2. Attending monthly meeings 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 to address complaints and issues which assists us with our operational management of OHV recreation within out jurisdictions						
<b>Total Program Expenses</b>				53,734.00	17,911.00	71,645.00
<b>TOTAL DIRECT EXPENSES</b>				53,734.00	17,911.00	71,645.00
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
1	<b>Indirect Costs</b>					
<b>Total Indirect Costs</b>				0.00	0.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>				0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>				<b>53,734.00</b>	<b>17,911.00</b>	<b>71,645.00</b>
<b>TOTAL PROJECT AWARD</b>				<b>53,734.00</b>		



## ATTACHMENT 2

### **Project Agreement General Provisions (Local Agencies Only)**

#### A. Definitions

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

#### B. Project Execution

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

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

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

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

## ATTACHMENT 2

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

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

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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.

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

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

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

### E. Project Termination

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

### F. Hold Harmless

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

## ATTACHMENT 2

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

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

### G. Financial Records

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

### H. Use of Facilities

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

### I. Nondiscrimination

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

### J. Application Incorporation

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

## ATTACHMENT 2

### K. Severability

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

### L. Governing Law

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

**PROJECT AGREEMENT**

PROJECT AGREEMENT NUMBER: G13-03-10-S01      PROJECT TYPE: Education & Safety

GRANTEE: Los Angeles County Sheriff's Department

PROJECT TITLE: Education & Safety

PROJECT PERFORMANCE PERIOD: FROM **11/01/2014** THROUGH **10/31/2015**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$121,000.00** (One Hundred Twenty One 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:	AUTHORIZED NAME: Sixto J. Fernandez
TITLE:	TITLE: Grants Manager
DATE:	DATE:

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

CONTRACT NUMBER: C32-20-102		VENDOR NUMBER: 4000000014-15		FUND: Off-Highway Vehicle Trust Fund
INDEX: 1550	OBJECT CODE: 702	PCA: 62669	CONTRACT AMOUNT: 121,000.00	APPROPRIATION: Local Assistance
ITEM: 3790-101-0263		CHAPTER: 20/13	STATUTE: 2013	FISCAL YEAR: 2014/2015

*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 - 2013/2014  
Agency: Los Angeles County Sheriff's Department  
Application: Education & Safety**

<b>APPLICANT NAME :</b>	Los Angeles County Sheriff's Department		
<b>PROJECT TITLE :</b>	Education & Safety	<b>PROJECT NUMBER (Division use only) :</b>	G13-03-10-S01
<b>PROJECT TYPE :</b>	<input type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input checked="" type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
<b>PROJECT DESCRIPTION :</b>	<p>This project consists of establishing an 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; purchase safety equipment, one passenger van and one enclosed cargo trailer.</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
<b>DIRECT EXPENSES</b>							
<b>Program Expenses</b>							
<b>1</b>	<b>Staff</b>						
	1. 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).	400.0000	80.000	HRS	32,000.00	0.00	32,000.00
	2. 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 supervision and assisting with the class.	200.0000	100.000	HRS	20,000.00	0.00	20,000.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2013/2014  
 Agency: Los Angeles County Sheriff's Department  
 Application: Education & Safety**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
3. Deputy Sheriff, Student Transporta Notes : 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
<b>Total for Staff</b>				52,000.00	32,000.00	84,000.00
<b>2 Contracts</b>						
<b>3 Materials / Supplies</b>						
1. Safety Equipment Notes : To safely conduct this OHPAL class we will need to purchase the following safety equipment for students:  20 helmets-various sizes 20 goggles 20 gloves-various sizes 20 boots-various sizes	20.0000	400.000	EA	8,000.00	0.00	8,000.00
2. books, t-shirts, hats, giveaways Notes : To promote the program and continue to reinforce the positive message and principles taught, students will be given T-shirt, hats and various giveaways with the OHPAL logo. Additionally, we would like to provide the students with professionally printed maps of legal riding areas with in the State of California.	1000.000 0	5.000	YR	5,000.00	0.00	5,000.00
3. Emergency Medical	1.0000	1000.000	YR	1,000.00	0.00	1,000.00



**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2013/2014  
Agency: Los Angeles County Sheriff's Department  
Application: Education & Safety**

	<b>Line Item</b>	<b>Qty</b>	<b>Rate</b>	<b>UOM</b>	<b>Grant Req.</b>	<b>Match</b>	<b>Total</b>
	Supplies Notes : In the event of a minor injury that occurs during an OHPAL class, we need to purchase emergency medical supplies that will be on site for each class.						
<b>Total for Materials / Supplies</b>					14,000.00	0.00	14,000.00
<b>4</b>	<b>Equipment Use Expenses</b>						
	1. Vehicle Operations and Maintenance Notes : Several Sheriff's Dept. vehicles will be utilized to transport instructors, students and tow the trailers containing the off road equipment.	25000.00 00	1.000	EA	0.00	25,000.00	25,000.00
<b>5</b>	<b>Equipment Purchases</b>						
	1. 15 passenger van for student trans Notes : This program will require student transportation to and from each class. A 15 passenger one ton van is required to accomplish this mission. Having a designated van displaying the OHPAL logo will promote the program as well as ensure that transportation is always available for each class.	1.0000	35000.000	EA	35,000.00	0.00	35,000.00
	2. 28' enclosed cargo trailer for ATV Notes : In order to teach the OHPAL program at various location throughout LA County, a	1.0000	20000.000	EA	20,000.00	0.00	20,000.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2013/2014  
 Agency: Los Angeles County Sheriff's Department  
 Application: Education & Safety**

	<b>Line Item</b>	<b>Qty</b>	<b>Rate</b>	<b>UOM</b>	<b>Grant Req.</b>	<b>Match</b>	<b>Total</b>
	28' enclosed trailer will be required to secure and transport the all the necessary safety gear and ATV's.						
<b>Total for Equipment Purchases</b>					55,000.00	0.00	55,000.00
<b>6</b>	<b>Others</b>						
	1. Training Notes : With the attrition/promotion and transfers that occur in our Department, it will be necessary to train 16 deputies and 2 Sergeants as instructors to facilitate OHPAL classes twice monthly. To accomplish this task, each potential instructor (18) will need to complete the 40 our Instructor Preparation course.	720.0000	80.000	HRS	0.00	57,600.00	57,600.00
<b>Total Program Expenses</b>					121,000.00	114,600.00	235,600.00
<b>TOTAL DIRECT EXPENSES</b>					121,000.00	114,600.00	235,600.00
<b>INDIRECT EXPENSES</b>							
<b>Indirect Costs</b>							
<b>1</b>	<b>Indirect Costs</b>						
	1. Indirect Costs- Sergeant, Administrative Notes : Due to the complexity of the OHPAL program and grant management, it is anticipated that the administrative sergeant will spent a minimum of 190 hours annually to accomplish this task.	180.0000	100.000	HRS	0.00	18,000.00	18,000.00
<b>Total Indirect Costs</b>					0.00	18,000.00	18,000.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2013/2014  
Agency: Los Angeles County Sheriff's Department  
Application: Education & Safety**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
<b>TOTAL INDIRECT EXPENSES</b>				0.00	18,000.00	18,000.00
<b>TOTAL EXPENDITURES</b>				<b>121,000.00</b>	<b>132,600.00</b>	<b>253,600.00</b>
<b>TOTAL PROJECT AWARD</b>				<b>121,000.00</b>		

## ATTACHMENT 2

### Project Agreement General Provisions (Local Agencies Only)

#### A. Definitions

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2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
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2. Failure by the Grantee to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Grantee to comply with the terms of this agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of agreement, is the, operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this agreement.

### F. Hold Harmless

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

## ATTACHMENT 2

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

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

### G. Financial Records

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

### H. Use of Facilities

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

### I. Nondiscrimination

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

### J. Application Incorporation

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

## ATTACHMENT 2

### K. Severability

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

### L. Governing Law

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