PROJECT AGREEMENT

PROJECT AGREEM	IENT NUMBER: (G25-03-07-L01	PROJECT TY	PE: L	aw Enforcem	ent
GRANTEE: El Dorac	lo County Sheriff's	s Office				
PROJECT TITLE: La	w Enforcement					
PROJECT PERFOR	RMANCE PERIOD	D: FROM 10/18/20 2	25 THROUGH [,]	10/17/	/2026	
MAXIMUM AMOUN Hundred Fifty Four		LL NOT EXCEED	\$148,854.00 (C	One H	undred Forty	Eight Thousand Eight
			-			California, acting by and Division and Grantee.
-	otor Vehicle Act	of 2003 and the	California Code	e of R	Regulations,	e Grantee's Application, Division 3, Chapter 15,
· ·			conditions of the	e follo	wing attachm	nents which by reference
are made a part of the		nent. T COST ESTIMAT	· c			
	ENT 2 - GENERA		_			
	GRANTEE			ST	ATE OF CAL	IFORNIA
AUTHORIZED SIG	NATURE:		AUTHORIZE	D SIC	GNATURE:	
AUTHORIZED NAI	ME:		AUTHORIZE	D NA	ME: Jennifer	Grady
TITLE:			TITLE: Grant	ts Maı	nager	
DATE:			DATE:			
	CERTIFI	CATION OF FUND	ING (FOR STA	ATE U	SE ONLY)	
CONTRACT NUMI	UMBER: FUND DESCRIPTION:			CRIPTION:		
C32-37	-076	0000	002425		Off-Highwa	ay Vehicle Trust Fund
REPORTING STRUCTURE:	ACCOUNT:	ACTIVITY:	CHARGE AN			PROGRAM:
37900550 BU:	5432000 REF:	62687 FUND:	CHAPTER:	,854.0 FN	Y/STATUTE	2855 FISCAL YEAR:
3790	101	0263	4	,	2025	2025/2026
		-	-			

N/A

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SIGNATURE OF DPR ACCOUNTING OFFICER:

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

DATE:

APPLICANT NAME :	E. D	<u> </u>						
	El Dorado C	ounty She	riff's Office					
PROJECT TITLE :	Law Enforce	ement			PROJE NUMB (Divisionly):		G25-03	3-07-L01
PROJECT TYPE :	Law Enfo		Restoration		Education &	Safety [[]	Acqu	isition
	Developr		Ground Op					
	Recreation a within the arthe Agency's	and motoria ea(s) listed s Application	de Law Enforce zed access to r d under 'Item 1' on, as per secti El Dorado Coun	non-motorize and 'Item 2' on 4970.12(ed recreation. in the Law Er f)(1) of the Pr	Project a	activitie ent Nee	s will occur eds section of
PROJECT regulatory a		nd educati education	nclude but are r onal signs, plac al outreach abo	cement of ba	arriers, creatio	n of map	s, sear	ch and
	outlined in the Additionally,	ne Project the Grant	orovide for the p Cost Estimate. ee must provide			·		
	Project cost	in matchin	ng funds.	· · · · · ·				
Line Item		Qty	Rate	UOM	Total	Gran	t Req.	Match
DIRECT EXPENS	SES							
Program Expens	ses							
1 Staff								
i italah								

Line Item		Qty	Rate	UOM	Total	Grant Req.	Match
Deputy = 121,00	00						
Deputies assign	ed to						
the OHV unit foo	cus						
enforcement							
efforts directly re	elated to						
the OHV trails o	n						
violations that							
affect the health							
safety of trail us	ers,						
along with							
violations that in	npact						
the surrounding							
environment. De	-						
will inform and e	educate						
the public about							
responsible use	of all						
OHV areas.							
2. Staff-Patrol C	Officers	50.0000	147.000	HRS	7,350.00	5,512.00	1,838.00
(Sergeants)							
Notes : 1st/2nd	Qtr						
10/1-3/30: 1 shi	fts x 12						
hrs x 1 Sergean	its =						
12hrs							
3rd Qtr 4/1-6/30	: 1 shift						
x 12 hrs x 1 ser	geants =						
12 hrs							
4th Qtr (Busy Se	eason):						
7/1 - 9/30: 3 shi	fts x 12						
hrs x 1 Sergean	ts= 26						
hrs cap							
50 hours x \$147	,						
(Sergeant) = \$7	350						
Sergeants need	led to						

L'a a Mana	01:-	D-1-		T-1-1	0	B# - 4 - 1
Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
oversee deputies						
assigned to the						
OHV unit focus						
enforcement efforts						
directly related to the						
OHV trails on violations						
that affect the health						
and safety of						
trail users, along with						
violations that impact						
the						
surrounding						
environment. Sergeants						
will inform and						
educate the public						
about responsible use						
of all OHV areas.						
3. Staff-Patrol Officers	512.000	102.000	HRS	52,224.00	39,168.00	13,056.00
(Deputies) - Overtime	0			·	·	
Notes : 1st/2nd Qtr						
10/1-3/30: OHV Patrol/						
Call-Outs / Details:						
20hours						
3rd Qtr 4/1-6/30: 7 wks						
x 12 hrs: 84 hours						
1 Holiday x 12 hrs x 2						
Dep's: 24 hours						
4th Qtr 7/1-9/30: 13 wks						
x 12 hrs: 156 hours						
2 Holidays x 12 hrs x 2						
Dep's: 48 hours						
Training: 3 days x 12						
hrs x 5 Dep's: 180 hours						
512 hours x						
\$102(Deputy) = \$52,224						

Line Item
Deputies overtime costs for assignment to the OHV unit. Focus enforcement efforts directly related to the OHV trails on violations that affect the health and safety of trail users, along with violations that impact the surrounding environment. Deputies will inform and educate the public about responsible use of all OHV areas. 4. Staff-Patrol Officers (Sergeants) - Overtime Notes: 1st/ 2nd Qtr 10/1 - 3/30: OHV Patrol /Call Outs/Detail:21 hours 3rd Qtr 4/1 - 6/30: OHV Patrol / Call Outs/Detail: 21 hours 4th Qtr 7/1 - 9/30: OHV Patrol / Call Outs/Detail: 100 hours 142 hours x \$126 Deputy = \$18,018

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match	
	enforcement							
	efforts directly related to							
	the OHV trails on							
	violations that							
	affect the health and							
	safety of trail users,							
	along with							
	violations that impact							
	the surrounding							
	environment.							
Tota	l for Staff				198,592.00	148,854.00	49,738.00	
2	2 Contracts							
3	3 Materials / Supplies							
4	Equipment Use Expenses							
5	Equipment Purchases							
6								
Tota	I Program Expenses				198,592.00	148,854.00	49,738.00	
тот	AL DIRECT EXPENSES				198,592.00	148,854.00	49,738.00	
INDI	RECT EXPENSES							
Indir	ect Costs	V						
1	Indirect Costs							
Tota	I Indirect Costs				0.00	0.00	0.00	
тот	AL INDIRECT EXPENSE	S			0.00	0.00	0.00	
тот	TOTAL EXPENDITURES 198,592.00 148,854.00 49,738.00							

TOTAL PROJECT AWARD	148,854.00	

Project Agreement General Provisions (Nonfederal Applicants Only)

A. Definitions

- The term "State" as used herein means the State of California, Department of Parks and Recreation.
- 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 described in Attachment 1 of this Agreement and in the Application.
- 4. The term "Application" as used herein means the individual Project Application and attachments required 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 and its 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

 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. The 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 the 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.

- 4. 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.
- If the Project includes acquisition of real property, the cost of which is to be reimbursed with Grant moneys under this Agreement, the acquisition shall 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.

6. 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. The Grantee agrees to furnish the State with additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

The 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. The Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of the 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:
- If the Project includes acquisition of real property, the State shall disburse to the 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.

The State will disburse the amount of the State-approved purchase price together with State-approved costs of acquisition. Funds for acquisition shall only be released into an escrow account established for the acquisition.

D. Project Administration

- 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 the 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 may be provided advanced payments for Grants. The Grantee shall place such moneys in a separate interest-bearing account, if legally able to do so, 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.

- 4. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
- The Grantee will provide and maintain a sign on the Project site that identifies the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).

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, and that portion is not
part of the total project cost.

E. Project Termination

- 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 and reimbursement to the State of any Grant moneys already provided to the Grantee. 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.
- 3. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this 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.
- 4. 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

- The 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 the State, its officers, agents and employees.
- 2. The Grantee shall protect, indemnify, hold harmless and defend the 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 Ceode Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of the State, its officers, or employees.
- 3. In the event the 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 the State in the legal action unless the 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

- The Grantee shall retain for inspection 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 is completed, a report published and any Audit findings are resolved and/or payment or other correction made with regard to any Audit findings contained in the final Audit report.
- 2. During regular office hours each party 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

- The Grantee shall, without cost to the State, except as may be otherwise provided in this
 Agreement 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 Off-Highway
 Motor Vehicle Recreation Act and any related regulations, or any other applicable
 provisions of law.
- 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.

J. Application Incorporation

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

K. Severability

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

L. Governing Law

- 1. This Agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this Agreement shall take place in the county wherein the Project funded by this Agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.
- 2. The Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.