

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION
GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G11-03-07-L01 PROJECT TYPE: Law Enforcement

GRANTEE: El Dorado County Sheriff's Department

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 07/08/2012 THROUGH 07/07/2013

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$36,661.00 (Thirty Six Thousand Six Hundred Sixty One 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: JOHN D'AGOSTINI		AUTHORIZED NAME: Sixto J. Fernandez		
TITLE: SHERIFF		TITLE: Grants Manager		
DATE:		DATE:		
CERTIFICATION OF FUNDING (FOR STATE USE ONLY)				
CONTRACT NUMBER: C32-16-119		VENDOR NUMBER: 400000053-06		FUND: Off-Highway Vehicle Trust Fund
INDEX: 1550	OBJECT CODE: 702	PCA: 62667	CONTRACT AMOUNT: 36,661.00	APPROPRIATION: Local Assistance
ITEM: 3790-101-0263		CHAPTER: 33/11	STATUTE: 2011	FISCAL YEAR: 2012/2013

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:



DEPARTMENT OF PARKS AND RECREATION • P.O. Box 942896 • Sacramento, CA 94296-0001
Off-Highway Motor Vehicle Recreation Division
1725 23rd Street, Suite 200
Sacramento, California 95816

Janelle Beland, *Acting Director*

September 11, 2012

El Dorado County Sheriff's Office
300 Fair Lane
Placerville, CA 95667

Attention: Sgt. Bill Wilson

Re: Project Agreement Number: G11-03-07-L01
Project Description: Law Enforcement

Dear Sgt. Wilson,

Enclosed are five (5) copies of the Project Agreement for the Off-Highway Motor Vehicle Recreation (OHMVR) grant project referenced above. Please have your authorized representative sign and date all copies of each Project Agreement and return four (4) of each Project Agreement with original signatures to my attention at the following address:

California Department of Parks and Recreation
Off-Highway Motor Vehicle Recreation Division
1725 23rd Street, Suite 200
Sacramento, California 95816-7100

Upon receiving all the appropriate signatures, a fully executed copy of the Project Agreement will be sent to you for your files.

Accompanying the Project Agreement is a copy of the Project Cost Estimate and the General Provisions (Attachment 1 and Attachment 2, respectively) for your files. Please review the Project Agreement and General Provisions carefully. The information contained therein, combined with your application constitutes the binding terms of this agreement as it pertains to grant or cooperative agreement related responsibilities and formal accountability to the State of California.

It is important for you to note the following requirements:

- You are authorized to conduct work or encumber funds only during the project performance period as specified in the Project Agreement. Should the need arise for you to perform work beyond the project performance period; it is your responsibility to request and obtain approval for a time extension prior to the expiration date of the project performance period.
- You may only submit payment requests for work or encumbrances that occurred during the project performance period as specified in the Project Agreement. The OHMVR Division (Division) will disallow reimbursement for work or encumbrances outside of the Project Agreement or the project performance period.

- All payment requests for reimbursement must be submitted to the Division on a current Payment Request form (DPR 364) and accompanied by supporting documentation of the costs claimed along with a statement of activities/accomplishments, GPS coordinates, photos and maps and/or any electronic data (such as .shp, gpx, or kml files) of Project areas where activities were conducted, as applicable.
- An initial payment request for an advance must be submitted to the Division on a current Payment Request form (DPR 364) and accompanied by a summary list of proposed expenditures, activities to be accomplished along with GPS coordinates and photos of Project areas where activities will be conducted, as applicable.

Note, pursuant to the Grants and Cooperative Agreement Program Regulations (Rev. 12/11), Section 4970.23.1, generally, advances are not allowed; however, if extenuating circumstances exist, the Division may consider granting an advance.

To request an advance, the Grantee shall submit to the Division written justification explaining the need for the advance. The Division will provide written notification to the Grantee of approval/disapproval. Requests for an advance typically may not be more than half the total amount of the Grant.

For additional information regarding project administration procedures please reference the 2008 Grants and Cooperative Agreement Program Regulations (Rev. 12/11), Sections 4970.19 through 4970.24.1.

If you have questions, please contact me at (916) 324-3788 or by e-mail at gmacdougall@parks.ca.gov.

Sincerely,

George MacDougall

George MacDougall
Grant Administrator
California State Parks
Off-Highway Motor Vehicle Recreation Division

Enclosure(s)

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2011/2012
Agency: El Dorado County Sheriff's Department
Application: Law Enforcement**

APPLICANT NAME :	El Dorado County Sheriff's Department		
PROJECT TITLE :	Law Enforcement	PROJECT NUMBER (Division use only) :	G11-03-07-L01
PROJECT TYPE :	<input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Education & Safety <input type="checkbox"/> Ground Operations <input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Planning <input type="checkbox"/> Restoration		
PROJECT DESCRIPTION :	<p>This project is to provide for OHV-related law enforcement activities within the jurisdiction of the El Dorado County Sheriff's Office. 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.</p> <p>The grantee is required to provide a minimum of 25 percent of the total project cost in matching funds.</p>		

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
DIRECT EXPENSES						
Program Expenses						
1	Staff					
Sergeant Notes : Sgt random patrols and admin time - Straight time and benefits are included in this rate	60.000	85.700	HRS	3,855.75	1,285.25	5,141.00
Law Enforcement Officers Notes : Full time deputy sheriff costs	275.000	71.920	HRS	14,833.50	4,944.50	19,778.00
Law Enforcement Officers Notes : Full time deputy sheriff overtime for holidays and random winter patrols	85.000	65.860	HRS	4,198.50	1,399.50	5,598.00
Law Enforcement Officers Notes : On-call pay - El Dorado County Sheriff's Deputy oncall rate is \$1.60 per hour. On call pay is required by our	40.000	1.660	HRS	49.50	16.50	66.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2011/2012
Agency: El Dorado County Sheriff's Department
Application: Law Enforcement**

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	Deputy Sheriffs' Association MOU for those hours that they are expected to be available for call out.						
	Total for Staff				22,937.25	7,645.75	30,583.00
2	Contracts						
3	Materials / Supplies						
	Other-Fuel Notes : Fuel estimated at 900 gallons at \$5.00 per gallon.	450.000	5.000	MI	1,687.00	563.00	2,250.00
	Safety Equipment Notes : Includes lock boxes, tactical vests, and ham radios.	1.000	1000.000	EA	750.00	250.00	1,000.00
	Total for Materials / Supplies				2,437.00	813.00	3,250.00
4	Equipment Use Expenses						
	Vehicle Operations and Maintenance Notes : Maintenance of patrol vehicles including tire replacement, tune-ups, and repairs. Due to the extreme conditions of the patrol environment repair and replacement costs are usually high	1.000	9149.000	EA	6,861.75	2,287.25	9,149.00
5	Equipment Purchases						
	Satellite Phones	1.000	1000.000	EA	750.00	250.00	1,000.00
6	Others						
	Total Program Expenses				32,986.00	10,996.00	43,982.00
	TOTAL DIRECT EXPENSES				32,986.00	10,996.00	43,982.00
	INDIRECT EXPENSES						
	Indirect Costs						
1	Indirect Costs						

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2011/2012
 Agency: El Dorado County Sheriff's Department
 Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
Indirect Costs- administration Notes : costs for contract administration by fiscal analyst, sattelite phone use costs	1.000	4900.000	MISC	3,675.00	1,225.00	4,900.00
Total Indirect Costs				3,675.00	1,225.00	4,900.00
TOTAL INDIRECT EXPENSES				3,675.00	1,225.00	4,900.00
TOTAL EXPENDITURES				36,661.00	12,221.00	48,882.00
TOTAL PROJECT AWARD				36,661.00		

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.

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.