

# KERN COUNTY SHERIFF'S OFFICE

1350 Norris Road, Bakersfield, CA 93308  
661.391.7500 - [www.kernsheriff.org](http://www.kernsheriff.org)

DONNY YOUNGBLOOD  
Sheriff - Coroner - Public Administrator



December 9, 2025

Board of Supervisors  
Kern County Administrative Center  
1115 Truxtun Avenue  
Bakersfield, CA 93301

**REQUEST TO ACCEPT GRANT, APPROVE PROPOSED RETROACTIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION CONTAINING NON-STANDARD TERMS AND CONDITIONS, ESTABLISH MID-YEAR CAPITAL ASSET, AND APPROPRIATE UNANTICIPATED REVENUE (Fiscal Impact: \$175,027 State Grant [County Match \$58,374]; Not Budgeted; Discretionary)**

The Sheriff's Office is requesting Board approval to accept the grant and approve the proposed retroactive Agreement with the California Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division (OHMVR) for the Off-Highway Motor Vehicle Grant and appropriate unanticipated revenue.

On April 29, 2025, your Board approved Resolution No. 2025-083, authorizing the Sheriff to apply for a grant from the OHMVR. The Sheriff's Office is pleased to report our project was selected for funding in the amount of \$175,027. As required, the Sheriff's Office will match 25% of the total project cost, in the form of in-kind volunteer services provided by Sheriff's Reserve Deputies. Matching funds will also include the use of existing County owned off-road patrol vehicles and equipment maintenance.

This is a retroactive request because the finalized Agreement was received from the State on October 22, 2025. The term of the Agreement is September 7, 2025, through September 6, 2026.

The Sheriff's Office has successfully participated in the OHMVR Grant Program for many years. Continuous budget constraints make this grant funding a key factor in providing effective off-highway vehicle related law enforcement activities in identified areas of Kern County.

The County Administrative Office concurs with this request.

County Counsel has reviewed the Agreement and has identified some non-standard terms and conditions. Specifically, remedies for breach and non-mutual indemnity.

Board of Supervisors  
December 9, 2025

However, due to the fact this is a grant agreement with the State, the State's only obligation under the Agreement is the provision of funds, there is a low risk of liability and these same terms and conditions have been previously approved by your Board, County Counsel has no strong objection to the terms and conditions and has approved the Agreement as to form.

The Sheriff's Office budgeted \$100,000 of revenue for this project for fiscal year 2025-26. The grant awarded \$175,027, thus necessitating the recognition of \$75,027 in unanticipated revenue in 1173CC. This action requires appropriation of unanticipated revenue of \$39,336 in 1005SC Equipment for a side by side vehicle (or equivalent); \$10,935 in 1008SC Salary & Wages – Overtime for patrol overtime; and \$24,756 in 1152SC SDE/Miscellaneous for materials and supplies. The revenue estimate will be established in CC1173, 1178RC State Aid – Other State Aid in the amount of \$75,027.

Therefore, IT IS RECOMMENDED that your Board accept the grant; approve the proposed retroactive Agreement with the California Department of Parks and Recreation Off-Highway Motor Vehicle Division containing non-standard terms and conditions; authorize the mid-year capital asset acquisition of one side by side vehicle (or equivalent) in an amount not to exceed \$39,336; approve appropriation of unanticipated revenue in the amount of \$75,027 to CC1173; authorize the Auditor Controller to process the specified budgetary adjustments and accounting transactions; and authorize the Chairman to sign.

Sincerely,

DONNY YOUNGBLOOD, Sheriff-Coroner



By: David Kessler, Chief Deputy  
Patrol Bureau

/tla

Attachments

cc: CAO  
County Counsel  
Auditor-Controller-County Clerk

# Grant Calculator Worksheet

Enter known amount into the appropriate blue box.

If you know the Grant Amount:

Grant Amount	Mandatory Match							
	Restoration Projects Only		All other Project types					
	10%	11%-25%	25%	26%-35%	36%-50%	51%-65%	66%-75%	76%+
175,027	\$19,447	\$21,633	\$58,342	\$61,496	\$98,453	\$182,171	\$339,758	\$554,252
	Minimum Total Project Cost							
	\$194,474	\$196,660	\$233,369	\$236,523	\$273,480	\$357,198	\$514,785	\$729,279

**Instructions:**

Enter the Grant amount in the blue highlighted box.

**What information this tool provides:**

This tool is designed to assist the Applicant in calculating the match portion based on the Grant amount received. It breaks down the minimum match for each match tier (column highlighted in orange) and provides the Applicant the minimum total Project cost (combined total of Grant amount and minimum match, column highlighted in green).



**Budget Amendment: 2026 - Adopted Budget**  
**Structure - Production/Gold Version on**  
**11/18/2025 : BUDAMD2500163**

<b>Company</b>	Kern County
<b>Budget Template</b>	Adopted Budget Structure - Production/Gold Version : FY26 Operating Budget - Adopted
<b>Budget</b>	FY26 Operating Budget - Adopted
<b>Amendment ID</b>	BUDAMD2500163
<b>Amendment Date</b>	11/18/2025
<b>Description</b>	OHMVR Grant G25 Unanticipated Revenue
<b>Amendment Type</b>	Board Amendment
<b>Balanced Amendment</b>	Yes
<b>Status</b>	Draft

**Budget Amendment Entries**

Period	Ledger Account/Summary	Spend Category	Revenue Category	*Cost Center	Designation	*Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
2026 Year (FY26 Operating Budget - Adopted)	6050:Services & Supplies	1152SC - SDE/Miscellaneous		1173CC Sheriff		Fund: 1000FD General Fund	\$24,756.00	\$0.00		
2026 Year (FY26 Operating Budget - Adopted)	6000:Salaries & Employee Benefits	1008SC - Salaries & Wages - Overtime		1173CC Sheriff		Fund: 1000FD General Fund	\$10,935.00	\$0.00		
2026 Year (FY26 Operating Budget - Adopted)	7500:Fixed Assets - Expenditures	1005SC - Equipment		1173CC Sheriff		Fund: 1000FD General Fund	\$39,336.00	\$0.00		
2026 Year (FY26 Operating Budget - Adopted)	4300:Intergovernmental Revenues		1178RC - State Aid-Other State Aid	1173CC Sheriff		Fund: 1000FD General Fund	\$0.00	\$75,027.00		

**PROJECT AGREEMENT**

PROJECT AGREEMENT NUMBER: G25-03-25-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Kern County Sheriff's Office

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 09/07/2025 THROUGH 09/06/2026

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$175,027.00 (One Hundred Seventy Five Thousand 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

<b>GRANTEE</b>	<b>STATE OF CALIFORNIA</b>
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
AUTHORIZED NAME:	AUTHORIZED NAME: Jennifer Grady
TITLE:	TITLE: Grants Manager
DATE:	DATE:

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

CONTRACT NUMBER: C32-37-081		SUPPLIER ID NUMBER: 0000003084		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62687	CHARGE AMOUNT: 175,027.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 4	ENY/STATUTE 2025	FISCAL YEAR: 2025/2026

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

N/A

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2025  
Agency: Kern County Sheriff's Office  
Application: Law Enforcement**

<b>APPLICANT NAME :</b>	Kern County Sheriff's Office		
<b>PROJECT TITLE :</b>	Law Enforcement	<b>PROJECT NUMBER (Division use only) :</b>	G25-03-25-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>	<p>The Project is to provide Law Enforcement activities related to Off-Highway Vehicle (OHV) Recreation and motorized access to non-motorized recreation. Project activities will occur within the area(s) listed under 'Item 1' and 'Item 2' in the Law Enforcement Needs section of the Agency's Application, as per section 4970.12(f)(1) of the Program Regulations and within the jurisdiction of the Kern County Sheriff's Office.</p> <p>These activities may include but are not limited to law enforcement patrols, installation of regulatory and educational signs, placement of barriers, creation of maps, search and rescue, and educational outreach about safety, protecting the environment, and respecting private property.</p> <p>The Project may also provide for the purchase of Equipment, materials, and supplies as outlined in the Project Cost Estimate.</p> <p>Additionally, the Grantee must provide a minimum of twenty-five (25) percent of the total Project cost in matching funds.</p>		

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
<b>1</b>	<b>Staff</b>					
1. Staff-Sergeant C-A	206.798	97.680	HRS	20,200.00	20,200.00	0.00
Notes : Sergeant pay rate is based on an overtime hourly rate and does not include benefits costs. During OHV deployments, sergeants are deployed to the operations area and supervise personnel. Sergeants will operate OHV equipment while patrolling an assigned	0					

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>area for OHV safety enforcement and cultural and natural resource protection. Sergeants will operate the Command Post and participate in OHV education and public presentation activities.</p> <p>Hours reduced to meet grant award.</p>						
<p>2. Staff-Senior Deputy C-A</p> <p>Notes : Senior Deputy pay rate is based on an overtime hourly rate and does not include benefit costs. During OHV deployments senior deputies will operate OHV equipment while patrolling an assigned area for OHV safety enforcement and cultural and natural resource protection. At times, they will supervise other area deployments during multiple deployment weekends. Additionally, they will act as</p>	<p>450.000 0</p>	<p>85.800</p>	<p>HRS</p>	<p>38,610.00</p>	<p>38,610.00</p>	<p>0.00</p>

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>supervisors in the absence of the sergeant and operate the command post when needed. Senior deputies also participate in OHV education and public presentation activities.</p> <p>Hours reduced to meet grant award.</p>						
<p>3. Staff-Deputy C-A Notes : Deputy pay rates are based on an overtime hourly rate and do not include benefit costs. During OHV deployments, deputy sheriffs will operate OHV equipment while patrolling an assigned area for OHV safety enforcement and cultural and natural resource protection. Deputies also participate in OHV education and public presentations.</p> <p>Hours reduced to meet grant award.</p>	500.000 0	74.250	HRS	37,125.00	37,125.00	0.00
<p>4. Staff-Reserve Deputy Notes : Reserve Deputy</p>	40.0000	38.610	HRS	1,544.00	0.00	1,544.00

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Agency: Kern County Sheriff's Office  
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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>rate was developed using the Kern County special Deputy Designation. During OHV deployments, reserve deputy sheriffs will operate OHV equipment while patrolling an assigned area for OHV safety enforcement and cultural and natural resource protection. Reserve deputies may also participate in OHV education and public presentation activities.</p>						
<p><b>5. Staff-Volunteers</b> Notes : Volunteers (including Search and Rescue) provide essential support for Off-Highway Enforcement Units by assisting with providing education, information to the visitors within the off-highway areas. They assist in logistical support for OHV by transporting essential equipment and supplies to the OHV command post.</p>	54.0000	38.610	HRS	2,085.00	0.00	2,085.00

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Agency: Kern County Sheriff's Office  
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	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	Hours reduced to meet grant award.						
<b>Total for Staff</b>					99,564.00	95,935.00	3,629.00
<b>2</b>	<b>Contracts</b>						
<b>3</b>	<b>Materials / Supplies</b>						
	1. Materials / Supplies- Safety Supplies Notes : Request includes (3) Helmets (579.95 + tax/ea), (3) goggles (\$50.00 + tax/ea), (3) gloves (\$34.95 + tax/ea), (4) pads/braces (knew, elbow, hip and chest up to \$540 ea), (3) MX boots (495.95 + tax/ea), (3) Off-road winching safety gear (\$494.99 + tax/ per kit).  New supplies are to be purchased to outfit addition of new staff (staff are assigned their own equipment to comply with post COVID-19 hygiene and safety standards), and to replace existing equipment. Some equipment require replacement due to	1.0000	7500.000	EA	7,500.00	7,500.00	0.00

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Agency: Kern County Sheriff's Office  
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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
heat, wear and aging. Funds were requested in previous year grant allowance, but this department was only awarded \$2,675 for supplies.						
2. Materials / Supplies- Fuel - Generator Notes : The generator is a permanent piece of equipment on the command post trailer, which provides essential electric power to equipment. (ie: radios, scanners, air conditioning, Mobile Data Computers for Computer-aided dispatch.  Reduced to meet grant award.	35.0000	3.850	MISC	135.00	135.00	0.00
3. Materials / Supplies- Propane - Command Post trailer Notes : Propane provides fuel for the command post trailer, which provides heat and hot water for OHV personnel during the extreme desert winter climates.	40.0000	2.950	EA	118.00	118.00	0.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
The propane is used entirely (100%) for the command post during OHV deployments.  Reduced to meet grant award.						
<b>Total for Materials / Supplies</b>				7,753.00	7,753.00	0.00
<b>4 Equipment Use Expenses</b>						
1. Equipment Use Expenses-Equipment County Daily Use Fee Notes : Use of 6 ATV/MC at \$215/day/vehicle for 35 days.  Equipment is not purchased with the OHV Grants fund.  The County Purchasing Department provides a County rate for daily use, and is determined through the County Price agreements. All equipment will be used for Off-Highway Vehicle deployment in patrol, logistical transportation of OHV equipment, and base camp command post deployment.	1.0000	7525.000	EA	7,525.00	0.00	7,525.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Reduced to 35 days to meet match requirement.						
2. Equipment Use Expenses-Equipment County Daily Use Fee Notes : Use of 2 SUV's, at \$134.25.00/day/vehicle for 35 days. Equipment is County owned.  Equipment is not purchased with the OHV Grants fund.  The County Purchasing Department provides a County rate for daily use, and is determined through the County Price agreements. All equipment will be used for Off-Highway Vehicle deployment in patrol, logistical transportation of OHV equipment, and base camp command post deployment.  Reduced to 35 days to meet match requirement.  Reduced to 50 days to	1.0000	4699.000	EA	4,699.00	0.00	4,699.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
meet match requirement.						
<p>3. Equipment Use Expenses-Equipment County Daily Use Fee Notes : Use of (2) 4x4, 1-ton Trucks at \$150.00/day/vehicle for 35 days.</p> <p>Equipment is not purchased with the OHV Grants fund.</p> <p>The County Purchasing Department provides a County rate for daily use, and is determined through the County Price agreements. All equipment will be used for Off-Highway Vehicle deployment in patrol, logistical transportation of OHV equipment, and base camp command post deployment.</p> <p>Reduced to 35 days to meet match requirement.</p> <p>Reduced to 50 days to meet match requirement.</p>	1.0000	5250.000	EA	5,250.00	0.00	5,250.00
4. Equipment Use	1.0000	3325.000	EA	3,325.00	0.00	3,325.00

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Agency: Kern County Sheriff's Office  
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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>Expenses-Equipment County Daily Use Fee Notes : Use of (2) 4x4, 1/2-ton Truck at \$171.00/day/vehicle for 35 days.</p> <p>Equipment is not purchased with the OHV Grants fund.</p> <p>The County Purchasing Department provides a County rate for daily use, and is determined through the County Price agreements. All equipment will be used for Off-Highway Vehicle deployment in patrol, logistical transportation of OHV equipment, and base camp command post deployment.</p> <p>Reduced to 35 days to meet match requirement.</p> <p>Reduced to 50 days to meet match requirement.</p>						
<p>5. Equipment Use Expenses-Equipment County Daily Use Fee Notes : Use of 2 ROV's</p>	1.0000	11500.000	EA	11,500.00	0.00	11,500.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>at \$460.00/day/vehicle for 25 days.</p> <p>Equipment is not purchased with the OHV Grants fund.</p> <p>The County Purchasing Department provides a County rate for daily use, and is determined through the County Price agreements. All equipment will be used for Off-Highway Vehicle deployment in patrol, logistical transportation of OHV equipment, and base camp command post deployment.</p> <p>Reduced to 25 days to meet match requirement.</p>						
<p>6. Equipment Use Expenses-Helicopter Patrol Use Fee</p> <p>Notes : 8 hours at \$723.07/hr. Purchased through county funds and not under the OHV Grant.</p> <p>Aircraft cost is determined by County use rate per day and</p>	8.0000	734.740	HRS	5,878.00	0.00	5,878.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>then by hour.</p> <p>All equipment will be used for Off-Highway Vehicle deployment in patrol, logistical transportation of OHV equipment, and base camp command post deployment</p> <p>Reduced to 8 hours to meet match requirement.</p>						
<p>7. Equipment Use Expenses-Helicopter Search &amp; Rescue/Hoist</p> <p>Notes : 8 hours at \$1133.51/hr. Purchased through County funds and not under the OHV Grant.</p> <p>Aircraft cost is determined by County use rate per day and then by hour.</p> <p>All equipment will be used for Off-Highway Vehicle deployment in patrol, logistical transportation of OHV equipment, and base camp command post deployment</p>	8.0000	1133.510	HRS	9,068.00	0.00	9,068.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Reduced to 8 hours to meet match requirement.						
8. Equipment Use Expenses-Equipment Maintenance Notes : Maintenance and repair costs for OHV Deployed equipment. Th  Maintenance funds in this request include costs applied to Talon (and potential new Talon), Polaris, ATVs, Bikes, Raptor and Trucks utilized for OHV deployments obtained by OHMVR funds only. The costs cover labor and materials for emergency repair and routine and preventative maintenance. Contracted vendors have a labor rate of ~ \$60/hour and maintenance costs of ~\$100 per routine maintenance visit.  Reduced to 5k to meet match requirements	1.0000	5000.000	EA	5,000.00	0.00	5,000.00
9. Equipment Use	2044.33	3.880	EA	7,932.00	7,932.00	0.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Expenses-Mileage/Fuel Costs Notes : Patrol Vehicle Fuel reimbursement per gallon.  Fuel rate provided by utilizing actual rate invoiced from Fuel vendor that services County fleet.  53 deployments of 6 vehicles for 72 miles (minimum) two ways.  Updated to 1400 gallons to maintain grant award.	00					
<b>Total for Equipment Use Expenses</b>				60,177.00	7,932.00	52,245.00
<b>5 Equipment Purchases</b>						
1. Equipment Purchases-(1) Current Model Honda Talon 1000x ROV Notes : 2025 Honda Talon 1000x (ROV/ emergency response)- will replace a Polaris side x side that was involved in a fire and is no longer in service. Insurance would not replace the lost equipment. The deductible for this loss to the County was	1.0000	39336.000	EA	39,336.00	39,336.00	0.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>\$10,000 and payment beyond that would not replace this vehicle. In addition, any insurance payments are made to the County of Kern/Risk Management and not the Sheriff's Office.</p> <p>Equipment purchased will be used one hundred percent for OHV deployment. The Department is opting to place a Talon into service instead of the lost Polaris. The Talon is more cost effective in purchase and in maintenance. It's more compatible for the climate and terrain, it can reach locations quicker and has the ability to reach calls where Polaris or traditional vehicles cannot and in a more timely manner. The ROV's will also increase passenger and equipment space for transporting EMS equipment and rescuing injured or lost OHV enthusiasts.</p>						

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	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<b>6</b>	<b>Others</b>						
	<p>1. Training</p> <p>Notes : Training maintain/update OHV skills, train new members and provide law enforcement training.</p> <p>Training deputies to maintain/update off-road operator perishable skills and to train new members of the team (i.e. Off Road Motorcycle update classes, 4 wheel drive off road vehicle classes.)</p> <p>Eight hours of training for a single Deputy is \$594.00 (for just Salary @ \$74.25 per hour and not including cost of course or instructor costs).</p> <p>Senior Deputy C-A is primary instructor for ATV, Dual-Sport and ROHVA classes which are required before a deputy can utilize OHV</p>	1.0000	5000.000	EA	5,000.00	5,000.00	0.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
deployment vehicles. Senior Deputy instructor costs are ~\$750.04. The cost to teach four deputies in-house with a co-instructor cost ~\$3500/day.						
<b>Total Program Expenses</b>				211,830.00	155,956.00	55,874.00
<b>TOTAL DIRECT EXPENSES</b>				211,830.00	155,956.00	55,874.00
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
<b>1 Indirect Costs</b>						
1. Indirect Costs- Administrative Costs- Quarterly Billing Notes : Hourly rate includes salary and benefits for one Accountant who will prepare financial reports.  Reduced from 80 hours to 20 hours to meet grant award.	20.0000	71.480	HRS	1,430.00	1,430.00	0.00
2. Indirect Costs- Administrative Costs- Stats/Reports/Maint Notes : One Sergeant responsible to maintain	40.0000	60.490	HRS	2,420.00	2,420.00	0.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
operational stats (hourly rate does not include benefits). Additional hours for maintenance and repair work on equipment.  Reduced from 100 hours to 40 hours to meet grant award.						
3. Indirect Costs- Maintenance Supplies- Fuel Containers Notes : Maintenance Tool Supplies: Fuel Containers	3.0000	80.000	EA	240.00	240.00	0.00
4. Indirect Costs-First Aid supplies Notes : Requesting funding for Safety Supplies due to wear, material degradation, changing safety standards, Improved tech, Impact history (damage affects effectiveness, Luminary Stomp Medical Backpack - First Aid trauma kits @ 432.99 ea (399.99 + tax)	2.0000	432.990	EA	866.00	866.00	0.00
5. Indirect Costs- Specialty Lighting Notes : LED lighting equipment for existing equipment due	1.0000	3600.000	EA	3,600.00	3,600.00	0.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
to increased service calls at night.  Items to be outfitted include (1) Talons,  Specialty lighting includes light bars, rear lighting and law enforcement lighting to assist in safe travel and patrol stops.						
6. Indirect Costs- Pressure Washer Fuel Notes : Pressure Washer Fuel	20.0000	4.500	EA	90.00	90.00	0.00
7. Indirect Costs- Maintenance Tool Supplies Notes : Air compressor to be mounted to the new vehicles to adjust air pressure in tires for different terrain during operations.	1.0000	800.000	EA	800.00	800.00	0.00
8. Indirect Costs-GPS Notes : Garmin GPSMAP 67i GPS handheld and satellite communicator 599.99 + tax	3.0000	649.490	EA	1,948.00	1,948.00	0.00
9. Indirect Costs-Off Road Kit/Equipment Notes : Off Road Kit/Equipment (Tire	1.0000	7677.000	EA	7,677.00	7,677.00	0.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Deflators, Air Pump, Hoses, Tire Repair Kits,ect.)  30 anticipated @ ~\$130.00/ea 6 Tire repair kits @ ~249.98/ea  Reduced to meet grant request max.						
10. Indirect Costs- Training - Train the Trainer Notes : Sr. Deputy and Sergeant will be attending is ATV (Quad) Train the Trainer class. The total cost of the class is \$2,500 for tuition not including Hotel, Per Diem.	1.0000	2500.000	EA	2,500.00	0.00	2,500.00
<b>Total for Indirect Costs</b>				<b>21,571.00</b>	<b>19,071.00</b>	<b>2,500.00</b>
<b>Total Indirect Costs</b>				<b>21,571.00</b>	<b>19,071.00</b>	<b>2,500.00</b>
<b>TOTAL INDIRECT EXPENSES</b>				<b>21,571.00</b>	<b>19,071.00</b>	<b>2,500.00</b>
<b>TOTAL EXPENDITURES</b>				<b>233,401.00</b>	<b>175,027.00</b>	<b>58,374.00</b>
<b>TOTAL PROJECT AWARD</b>				<b>175,027.00</b>		

## **Project Agreement General Provisions (Nonfederal Applicants Only)**

### **A. Definitions**

1. The term "State" as used herein means the State of California, 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 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**

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. 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.
5. 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

1. 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:
2. 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

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 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.
5. 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).

6. 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

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 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

1. 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 Code 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**

1. 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**

1. 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.
2. 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**

1. 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.