



11/8/2024

## PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G24-03-64-L01      PROJECT TYPE: Law Enforcement

GRANTEE: Lake County Sheriff's Office

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 11/01/2024 THROUGH 10/31/2025

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$42,070.00** (Forty Two Thousand Seventy 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: Jennifer Grady
TITLE:	TITLE: Grants Manager
DATE:	DATE:

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

CONTRACT NUMBER: C32-36-089		SUPPLIER ID NUMBER: 0000002813		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62686	CHARGE AMOUNT: 42,070.00		PROGRAM: 2855
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 22	ENY/STATUTE 2024	FISCAL YEAR: 2024/2025

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 - 2024 Agency: Lake County Sheriff's Office Application: Law Enforcement

<b>APPLICANT NAME :</b>	Lake County Sheriff's Office		
<b>PROJECT TITLE :</b>	Law Enforcement	<b>PROJECT NUMBER (Division use only) :</b>	G24-03-64-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 Lake 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-OHV Enforcement / Patrols / Outreach Notes : OHV enforcement hours requested for the LCSO OHV Team to conduct OHV patrols on the lands described in the Law Enforcement Needs tab. Also to preform community outreach and OHV	370.000 0	90.590	EA	33,518.00	25,135.00	8,383.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2024**  
**Agency: Lake County Sheriff's Office**  
**Application: Law Enforcement**

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	education throughout the year. This year we are asking for the same number of increased hours to support and maintain our team of 10. The rate has been calculated as the "full burden" rate as outlined in Regulation 4970.08(b) and subsections.						
<b>2</b>	<b>Contracts</b>						
<b>3</b>	<b>Materials / Supplies</b>						
	1. Materials / Supplies- OHV Personal Safety Uniforms Notes : OHV personal safety uniforms with joint and guard protection are replaced bi-annually, serving as essential Personal Protective Equipment (PPE). Crafted from durable materials, the shirt and pants safeguard riders from rough terrain and hazards, reducing the risk of cuts, scrapes, and abrasions during off-road riding. The durable trouser belt, NOT a Law Enforcement duty belt,	10.0000	400.000	EA	4,000.00	3,000.00	1,000.00

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**Project Cost Estimate for Grants and Cooperative Agreements Program - 2024**  
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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>provides additional protection against rugged environments. Additionally, UV face and head protection offer shade, shielding riders from direct sunlight and preventing sunburn and heat-related illnesses. With a shelf life of approximately 1-2 years, these PPE items are replaced as needed to ensure continued safety and effectiveness. The 800.00 dollar per set of safety uniforms would cover:</p> <p>Shirt 300.00  Pants 260.00  Knee and Elbow Pads 95.00  UV head and face protection cover 35.00  Trousers Bel: 30.00  Tax and Shipping 80.00</p> <p>Cost figures have been adjusted to align with final award amount by going with a different supplier to reduce costs</p>						
<p>2. Materials / Supplies- OHV Helmets</p> <p>Notes : (1of3)This line</p>	10.0000	700.000	EA	7,000.00	5,250.00	1,750.00

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## Project Cost Estimate for Grants and Cooperative Agreements Program - 2024 Agency: Lake County Sheriff's Office Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>had been requested in G22 but due to an unforeseen ordering issue, we were not able to complete the purchase within the grant cycle, therefore these items are being requested in G24.</p> <p>Currently our team is forced to share helmets which is a COVID concern and doesn't allow members to have one that fits them correctly. Many are improperly sized creating discomfort and safety concerns. Our helmets are very old full face style. They are worn and damaged from length of use. Our helmets do not function well in a LE environment due to their age, design, and lack of communication between operators. The full face design hinders communication with others during enforcement stops and prohibits movement while operating the UTV. A solution still maintaining safety</p>						

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
would be a modular "flip up" helmet that offers the convenience of a full face helmet but converting into an open face. The helmets sourced, the Shoei Neotec II offers the solutions to the above problems while still keeping safety paramount.(cont						
3. Materials / Supplies- CONT Notes Notes : (2of3) These are DOT certified, warrantied, and available in all of the necessary sizes to accommodate every OHV Enforcement Team member. They come with an interior padding system that can be removed, washed, and sanitized combating germ growth and spreading. The helmets come with the Sena SLR2 communication system preinstalled. These were sourced from our local Hillside Honda vendor as a complete helmet and communication unit,	1.0000	1.000	EA	1.00	0.00	1.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
thus the reasoning behind the one-line item in this grant application. This helmet will allow team members to safely communicate with one another. Team members are required to operate in pairs making communication between one another a necessity. The helmets allow for more than just a pair of riders to communicate with one another. It will allow up to eight riders to speak with each other, albeit the chance of having eight team members conducting enforcement at one time is low, the likelihood of having four to six team members deployed is much greater. (cont)						
4. Materials / Supplies- CONT Notes Notes : (3of3) The seamless integration of the communication system into the helmet provides a custom helmet fit that does not impact helmet safety for each rider. The per unit	1.0000	1.000	EA	1.00	0.00	1.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>price of \$1400.00</p> <p>includes the helmet with communication preinstalled, identification branding, taxes, and shipping.</p> <p>This would allow for all 10 members of the Lake County Sheriff's Office OHV Enforcement Team to have their own helmet, fitted to their individual head size that will last for five years.</p> <p>Yes, there are other helmets available to purchase, some with considerable lower price points, but non that provide a cost effective solution to all of the Lake County Sheriff's Office's needs when it comes to team member safety, communication, and functionality, primarily because of the one unit purchase. This would avoid having to make multiple purchases to achieve the same thing if using a different vendor. Cost figures have been adjusted to align with final award amount by going with a different</p>						



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**Project Cost Estimate for Grants and Cooperative Agreements Program - 2024**  
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	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	supplier to reduce costs						
	5. Materials / Supplies- OHV Personal Safety Boots Notes : This line had been requested in G22 but due to an unforeseen ordering issue, we were not able to complete the purchase within the grant cycle, therefore these items are being requested in G24. Personal OHV safety boots allowing team members to have protective footwear while operating grant acquired OHV equipment. Life expectancy of the boots are 3-5 years for active team members returning to the team annually.	10.0000	250.000	EA	2,500.00	1,875.00	625.00
<b>Total for Materials / Supplies</b>					13,502.00	10,125.00	3,377.00
<b>4</b>	<b>Equipment Use Expenses</b>						
	1. Equipment Use Expenses-5 OHV Motorcycles (Fuel) Notes : Anticipated fuel cost for five previously grant purchased OHV duel sport motorcycles	68.0000	10.000	EA	680.00	510.00	170.00

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## Project Cost Estimate for Grants and Cooperative Agreements Program - 2024 Agency: Lake County Sheriff's Office Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>calculated at 205 gallons used in total per season at 52 miles per gallon at \$10.00 per gallon for the recommended OHV fuel. The fuel used for these motorcycles was recommended by our local vender, Hillside Honda - Lakeport Ca. The use of this type of fuel prevents the destruction to the carburetors and engine parts that traditional pump gas does. Use of this fuel prevents future repair costs which outweighs the cost of the fuel. The gallon figure was calculated at 1/7th of the requested staff hours for each vehicle, operated 100 miles every 8 hour shift, for each of the five motorcycles. The motorcycles are used exclusively to conduct OHV patrols within Lake County and are not used during daily patrol activities and operations. Final cost figures have changed due to the reduction of</p>						

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
staff hours to align with final award						
2. Equipment Use Expenses-4X4 Jeep (Fuel) Notes : Anticipated fuel cost for a previously grant purchased 2016 Jeep, calculated at 134 gallons used in total per season at 16 miles per gallon at lakeport average of \$4.59 per gallon for E87 fuel. This figure was calculated at 1/7th of the requested staff hours for each vehicle, operated 100 miles every 8 hour shift. The OHV Jeep is used exclusively to conduct OHV patrols within Lake County and are not used during daily patrol activities and operations. Final cost figures have changed due to the reduction of staff hours to align with final award	45.0000	4.590	EA	207.00	155.25	51.75
3. Equipment Use Expenses-UTV Fuel Notes : Anticipated fuel cost for a previously grant purchased UTV, calculated at 153	53.0000	4.990	EA	264.00	198.00	66.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
gallons used in total per season at 14 miles per gallon at \$4.99 per gallon for E91 fuel. This figure was calculated at 1/7th of the requested staff hours for each vehicle, operated 100 miles every 8 hour shift. The UTV is used exclusively to conduct OHV patrols within Lake County and are not used during daily patrol activities and operations. Final cost figures have changed due to the reduction of staff hours to align with final award						
4. Equipment Use Expenses-5 OHV Motorcycles (Maintenance) Notes : Maintenance costs for each grant purchased OHV motorcycle calculated at \$250.00 for tires every 150 hours, and three services at \$250.00 every 50 hours. Total projected hour use time for each vehicle is 171 hours, 1/7 total staff hours requested divided	5.0000	250.000	EA	1,250.00	937.50	312.50

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
by each vehicle. Final cost figures have changed due to the reduction of staff hours to align with final award						
5. Equipment Use Expenses-UTV (Maintenance) Notes : Maintenance costs for grant purchased UTV calculated at \$600 for tires every 150 hours, and three services in total. Basic services are every 50 hours at \$325.00. This maintenance schedule is per the manufacturers recommendation (Can-Am) and service estimates are per our local dealer, Hillside Honda - Lakeport Ca. Total projected hour use time for the UTV vehicle is 171 hours, 1/7 of our staff hour request. Final cost figures have changed due to the reduction of staff hours to align with final award	1.0000	925.000	EA	925.00	693.75	231.25
6. Equipment Use Expenses-Tow Vehicle	7.0000	4.590	EA	32.00	24.00	8.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>Fuel (Non Grant Acquired)</p> <p>Notes : Anticipated fuel cost for a non-grant acquired vehicle to tow the UTV and support trailer, as well as the grant purchased motorcycle trailers to and from the project sites if required. This figure was calculated at 20 deployments requiring the mandatory use of a trailer. 20 was calculated based on the requested staff hours of 1200 equating to 60 patrols, divided by the three types of vehicles (Motorcycle, Jeep, UTV) and where UTV cannot be used without being trailed, therefore one third of the allotted patrols require a tow vehicle. The round trip distance from the equipment storage location and the project site where the UTV is used is 20 miles. The average tow vehicle in our inventory gets approximately 20 miles per gallon. The price of fuel was calculated at</p>						

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	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	the Lakeport average of \$4.59 per gallon. Final cost figures have changed due to the reduction of staff hours to align with final award						
	7. Equipment Use Expenses-Jeep (Maintenance) Notes : Maintenance costs for previously grant purchased OHV Jeep calculated at \$75.00 for service every 150 hours, or 3,000 miles. Total projected hour use time for each vehicle is 171 hours.	1.0000	75.000	EA	75.00	56.25	18.75
<b>Total for Equipment Use Expenses</b>					3,433.00	2,574.75	858.25
<b>5</b>	<b>Equipment Purchases</b>						
<b>6</b>	<b>Others</b>						
<b>Total Program Expenses</b>					50,453.00	37,834.75	12,618.25
<b>TOTAL DIRECT EXPENSES</b>					50,453.00	37,834.75	12,618.25
<b>INDIRECT EXPENSES</b>							
<b>Indirect Costs</b>							
<b>1</b>	<b>Indirect Costs</b>						
	1. Indirect Costs-2017 WR250R Expanded Fuel Tank Notes : This line had been requested in G22 but due to an unforeseen ordering	1.0000	500.000	EA	500.00	375.00	125.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
issue, we were not able to complete the purchase within the grant cycle, therefore these items are being requested in G24. The purchase and installation of an expanded fuel tank to the already grant purchased 2017 Yamaha duel sport motorcycle. This will allow for expanded use of the motorcycle with less down time allowing more enforcement time in the field.						
2. Indirect Costs- Administration Costs Notes : Calculated at 15% of Direct Costs Grant Request less other indirect cost items.	5146.00 00	1.000	EA	5,146.00	3,859.50	1,286.50
<b>Total for Indirect Costs</b>				5,646.00	4,234.50	1,411.50
<b>Total Indirect Costs</b>				5,646.00	4,234.50	1,411.50
<b>TOTAL INDIRECT EXPENSES</b>				5,646.00	4,234.50	1,411.50
<b>TOTAL EXPENDITURES</b>				<b>56,099.00</b>	<b>42,069.25</b>	<b>14,029.75</b>

<b>TOTAL PROJECT AWARD</b>	<b>42,070.00</b>
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## **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 or 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.