



P.O. Box 8562 • 126 Old Mammoth Road Ste.
107 Mammoth Lakes, CA 93546

**MAMMOTH LAKES
RECREATION**

(760) 660-4948
mammothlakesrecreation.org

MAMMOTH TRAILS COMMITTEE

Thursday, February 13, 2020 | 3:00pm
Town of Mammoth Lakes Offices, Suite Z
437 Old Mammoth Road, Mammoth Lakes, CA 93546

www.mammothlakesrecreation.org | www.mammothtrails.org

NOTE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Town Clerk at (760) 934-8989, ext. 227. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 13.102-35.104 ADA Title II)

NOTE: All comments will be limited by the Chair to a speaking time of five minutes.

ROLL CALL

Committee Members: Finlay Torrance, Dan Holler, John Mueller, Bill Sauser, Elise Howell and Chair David Page

PUBLIC COMMENTS (On Items not on the Agenda)

ADMINISTRATIVE ITEMS

1. Approve the minutes of the regular meeting of December 12, 2019 (**Attachment 1**)
2. Approve FY1920 MLTS Budget Reallocations (**Attachment 2**)
3. Winter Recreation Program Updates
 - a. Shady Rest Winter Grooming
 - b. MLTS Nordic Grooming
 - i. Prospective Expansion Map – ([Link 1](#))
 - c. Trail Host Pilot Program
 - i. Data Collection Map – ([Link 2](#))
4. Adopt A Trail Pilot Program
 - a. Program Overview - (**Attachment 3**)
 - b. Available Facilities Map ([Link 3](#))
5. Regulatory Signage for the MLTS
 - a. Approve Direction to proceed with development
6. Shady Rest – Inyo Craters Planning Grant Update - (**Attachment 4**)
7. MLR Ad Hoc Working Group for Sub-Part C Update - Matt McClain

8. Eastern Sierra Sustainable Recreation Coordinator Update – Matt Paruolo

- a. MLR as applicant for CA Off-Highway Motor Vehicle Recreation Division Grant (OSV Education)
- b. Permitting and MOU's

COMMITTEE MEMBER REPORTS

REQUEST FOR FUTURE AGENDA ITEMS

ADJOURNMENT

To the next Regular meeting of the Mammoth Trails Committee on April 9, 2020 at 3:00PM, held in the Town of Mammoth Lakes Offices, Suite Z.

10. MLTS Photo Gallery Overview - Trevor Van Winkle, MLTPA (Attachment 11)

Mammoth Lakes Trails Public Access Photo Librarian and Digital Asset Manager Trevor Van Winkle presented samples from the Mammoth Lakes Trails System (MLTS) Photo Gallery and outlined the process used for storing MLTS' photographs.

SPEAKING FROM THE FLOOR:

Sandy Hogan said that thousands of dollars had been invested in MLTS' photos. She said that the photos were a Town asset and asked if the Town had a backup of the photos.

There was discussion between Mr. Van Winkle, Mr. Rathje, Mr. McClain and members of the Committee.

11. Eastern Sierra Sustainable Recreation Coordinator Update – Matt Paruolo, MLR

Eastern Sierra Sustainable Recreation (ESSRP) Coordinator Matt Paruolo gave an update on current ESSRP activities and spoke about special use permits. Mr. Paruolo reported that authorization had been granted by the Mammoth District Ranger to proceed with parking lot improvements at the winter recreation site at Shady Rest to deal with parking and snow removal issues. He gave an update on the Trails Host and Adopt A Trail Pilot Programs and funding opportunities. He said there had been a successful first meeting regarding the connection to the Eastern Sierra visitor audience tract of the Sierra Nevada Conservancy Grant that had been awarded to the Town.

There was discussion between Mr. Paruolo and members of the Committee.

12. Winter Recreation and Inyo National Forest Subpart C Planning Update

a. Update

Trails Manager Joel Rathje and Chair David Page gave an update on Subpart C Planning.

There was discussion between Mr. Rathje, Mr. Paruolo and members of the Committee.

b. MLR Ad Hoc Working Group – ACTION ITEM

b. Chair David Page recommended that an Ad Hoc Working Group for Subpart C Planning be created and recommended that MLR set funds aside for the project.

SPEAKING FROM THE FLOOR:

Sandy Hogan spoke about the successful history of user groups working together on pilot programs in the past.

It was moved by Dan Holler, seconded by Bill Sauser, with Committee Members Finlay Torrance and John Mueller absent and carried by a 4-0 voice vote to direct Mammoth Lakes Recreation to develop an Ad Hoc Working Group to provide input on the Inyo National Forest Service Subpart C Planning Update.

There was discussion between Ms. Hogan, Mr. Rathje, Mr. Paruolo and members of the Committee.

c. Recommend MLTS prioritize data collection on winter recreation – ACTION ITEM

Committee Member Dan Holler spoke about data collection prioritization.

There was consensus for MLTPA staff to continue to collect data and coordinate with the Forest Service to get additional data on winter recreation.

There was discussion between Mr. Rathje, Mr. McClain, Mr. Paruolo and members of the Committee.

COMMITTEE REPORTS

Committee Member Bill Sauser said that he was going to ride on Sunday.

Committee Member Elise Howell reported that she had heard from two people that had camped in Sherwin Creek and Shady Rest whose dogs had become seriously ill after eating human feces in that was tainted with THC. Ms. Howell voiced concerns over how to combat that problem.

Chair David Page reported that the Committee needed to start the process to fill their open seat.

Executive Director Matt McClain announced that there would be a screening of *Roadless* on December 13th at 8:30 p.m. at Wave Rave. Mr. McClain reported that the proceeds from that showing would be used to support winter recreation. He announced that MLR would have an open house on Thursday, December 19th at 5:00 p.m. to celebrate their new office.

There was discussion between members of the Committee, Mr. McClain and Mr. Paruolo.

ADJOURNMENT

The meeting was adjourned at 5:19 p.m. to the next regular meeting on January 9, 2019 at 3:00 p.m. in the Mammoth Lakes Offices, Suite Z.

Respectfully submitted,

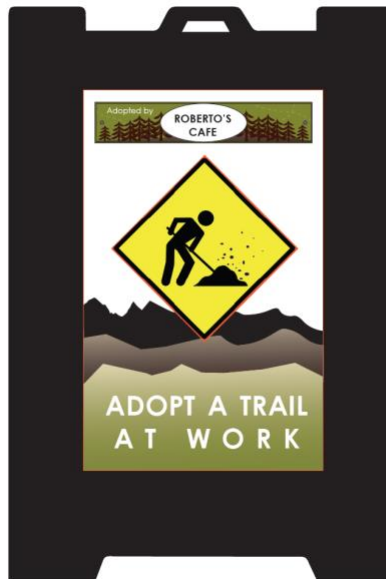
Angela Plaisted
Assistant Clerk

PROGRAM				
PROJECT	Initial Allocation 7/1/19	BALANCE AS OF 12/16/19	REALLOCATION 1/9/20	NEW BALANCE 1/9/20
Shady Rest Inyo Craters (SRIC)	\$ 5,000.00	\$ 3,604.09	\$ (3,000.00)	\$ 604.09
Lakes Basin (LABSS)	\$ 5,000.00	\$ 4,000.00	\$ (4,000.00)	\$ -
Sherwins Area (SHARP)	\$ 5,000.00	\$ 4,277.69	\$ (3,500.00)	\$ 777.69
Walk, Bike Ride (WBR): MLTS Facilities	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00
TOTAL PLANNING:	\$ 20,000.00	\$ 16,881.78	\$ (10,500.00)	\$ 6,381.78
	ALLOCATED	BALANCE	REALLOCATION	BALANCE
Standards Manuals	\$ 3,000.00	\$ 3,000.00		\$ 3,000.00
TOTAL DESIGN:	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00
	ALLOCATED	BALANCE	REALLOCATION	BALANCE
MLTS Signage and wayfinding	\$ 5,000.00	\$ 807.68	\$ 3,000.00	\$ 3,807.68
TOTAL IMPLEMENTATION:	\$ 5,000.00	\$ 807.68	\$ 3,000.00	\$ 3,807.68
	ALLOCATED	BALANCE	REALLOCATION	BALANCE
Trails Coordinator	\$ 110,000.00	\$ 55,000.00		\$ 55,000.00
Project Management Support	\$ 10,000.00	\$ (4,281.22)	\$ 10,000.00	\$ 5,718.78
Action Plan & Budget	\$ 1,000.00	\$ 811.95		\$ 811.95
Communications	\$ 2,000.00	\$ 2,000.00	\$ (1,000.00)	\$ 1,000.00
Website - Operations & Maintenance	\$ 5,000.00	\$ 1,496.41		\$ 1,496.41
Website - Operations & Maintenance - TOML	\$ 5,000.00	\$ (2,234.74)	\$ 5,000.00	\$ 2,765.26
Website - TOML Tech Support	\$ 500.00	\$ 470.01		\$ 470.01
Website - Content Development	\$ 5,000.00	\$ 3,256.11		\$ 3,256.11
GIS and Data	\$ 30,000.00	\$ 19,515.15	\$ (5,000.00)	\$ 14,515.15
GIS and Data - TOML	\$ 5,000.00	\$ 1,000.00		\$ 1,000.00
Interpretive Program	\$ -	\$ -		\$ -
Photo and Image Library	\$ 5,000.00	\$ 4,676.75		\$ 4,676.75
TOTAL OPERATIONS:	\$ 178,500.00	\$ 81,710.42	\$ 9,000.00	\$ 90,710.42
	ALLOCATED	BALANCE	REALLOCATION	BALANCE
Trail Days	\$ 15,000.00	\$ 5,779.38		\$ 5,779.38
Soft Surface Trail Maintenance	\$ 38,000.00	\$ 8,406.45		\$ 8,406.45
Winter Grooming	\$ 25,000.00	\$ 24,908.87	\$ (6,500.00)	\$ 18,408.87
Trailhead Maintenance	\$ 6,000.00	\$ 2,357.36		\$ 2,357.36
Tools/Equipment	\$ 3,000.00	\$ 2,105.44		\$ 2,105.44
TOTAL MAINTENANCE:	\$ 87,000.00	\$ 43,557.50	\$ (6,500.00)	\$ 37,057.50
	ALLOCATED	BALANCE	REALLOCATION	BALANCE
Mammoth Trails	\$ 500.00	\$ 500.00		\$ 500.00
Adopt A Trail	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 4,000.00
Trail Corps	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00
TOTAL STEWARDSHIP:	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 6,500.00
	ALLOCATED	BALANCE	REALLOCATION	BALANCE
MLTS MAPS	\$ 5,000.00	\$ 4,970.01		\$ 4,970.01
TOTAL MARKETING/PROMOTION:	\$ 5,000.00	\$ 4,970.01	\$ -	\$ 4,970.01
	ALLOCATED	BALANCE	REALLOCATION	BALANCE
TOTAL PROGRAM:	\$ 300,000.00	\$ 152,427.39	\$ -	\$ 152,427.39
	ALLOCATED	BALANCE	REALLOCATION	BALANCE
CAPITAL				
PROJECT	Initial Allocation 7/1/19	BALANCE AS OF 12/16/19	REALLOCATION 1/9/19	NEW BALANCE 1/9/19
SHARP - Trail Design	\$ 5,000.00	\$ 4,976.75		\$ 4,976.75
LABSS - Trail Design	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00
SRIC - Trail Design	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00
TOTAL TOML DESIGN:	\$ 15,000.00	\$ 14,976.75	\$ -	\$ 14,976.75
	ALLOCATED	BALANCE	REALLOCATION	BALANCE
SHARP Environmental Review	\$ 30,000.00	\$ 26,755.47		\$ 26,755.47
LABSS Environmental Review	\$ -	\$ -		\$ -
SRIC Environmental Review	\$ -	\$ -		\$ -
SHARP - Trail Construction	\$ 100,000.00	\$ 91,602.30		\$ 91,602.30
Signage & Wayfinding - Engineering & Hardware	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00
TOTAL TOML/USFS IMPLEMENTATION:	\$ 140,000.00	\$ 128,357.77	\$ -	\$ 128,357.77
	ALLOCATED	BALANCE	REALLOCATION	BALANCE
TOTAL CAPITAL:	\$ 155,000.00	\$ 143,334.52	\$ -	\$ 143,334.52
	ALLOCATED	BALANCE	REALLOCATION	BALANCE
TOTAL:	\$ 455,000.00	\$ 295,761.91	\$ -	\$ 295,761.91

MAMMOTH LAKES TRAIL SYSTEM™

Adopt A Trail Program Proposal for USFS

Updated: January 29, 2020



“Beautiful places cast reflections of beautiful people”

MAMMOTH LAKES TRAIL SYSTEM™

Program Background

Goals:

- 1) Establish and maintain volunteer programs that deliver a level of service distinguishing Mammoth Lakes as a world-class recreation destination.
- 2) Foster community and camaraderie among user groups, visitors, locals, businesses, local non-profits, and clubs.
- 3) Ensure that future generations enjoy a clean and well-maintained Mammoth Lakes Trail System for years to come.
- 4) Promote stewardship and instill a sense of pride and connection to the landscape for all program volunteers and participants.

Objectives:

- 1) Trails within the Mammoth Lakes Trail System (MLTS) will be adopted by local organizations, groups, and families who will perform litter pick-up and light trail maintenance tasks as assigned by the Adopt A Trail program.
- 2) Create a program that functions to instill a sense of community pride while also ensuring a self-sustaining Adopt A Trail program.

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Citation and Rationale

Trail System Master Plan:

- Rationale for the Adopt A Trail program is drawn from the Town of Mammoth Lakes Trail System Master Plan (TSMP) “Recommendation E6.”

INYO National Forest Land Management Plan 2019

Objectives (REC-FW-OBJ)

- 04 Within 10 years of plan approval, establish community-based partnership programs to address up to 25 percent of the deferred maintenance for core infrastructure needs such as water, sewer, roads, and trails.

Goals (REC-FW-GOAL)

- 04 Promote effective communication with gateway communities to help foster partnerships, inspire volunteers, educate the public, and support stewardship that contributes to funding, implementation of projects, and long-term maintenance of facilities.
- 05 Improve facilities through the establishment of “adopt a facility” programs. Encourage individual and community stewardship to enhance experiences and connect people to the landscape.
- 06 Collaborate with a variety of partners to provide stewardship and interpretive services that enhance responsible recreation and increase knowledge of related socioeconomic and environmental issues.
- 07 Enhance stewardship and monitoring through increased volunteer program activities and partner contributions.
- 09 Consider local organizations, nongovernmental organizations, and partners who interact with the public to provide interpretive services in addition to maintenance and administrative duties.
- 10 Work with local organizations to develop a robust trail ambassador corps, a sustainable adopt-a-trail program, and other on-the-ground stewardship and interpretive programs.

Appendix B Proposed and Possible Actions (pp. 147-8):

- Explore partnership opportunities with user groups and seek reliable information sources outside of the agency to improve data collection and data management on recreation use and demand.
- Strategically engage volunteers and partners to prioritize and complete deferred maintenance and to engage in resource stewardship and restoration.

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Program Structure

1) What is the “Adopt A Trail” program?

The Adopt A Trail program is a monetary “sponsorship” or a volunteer “adoption” program. Adoptees who volunteer and donate their time will perform tasks that include litter and pet waste removal, and light trail maintenance. Adoptees will report any maintenance issues, problems, or needs. Adoptees will NOT act as a “Trail Cop” or perform heavy trail maintenance. The monetary donations of Sponsors will support trail maintenance efforts and the administrative costs associated with the program.

2) Who can adopt a trail facility?

The Adopt A Trail program is open to everyone, including: businesses, organizations, clubs, groups, families, and individuals. It is hoped that each facility will be adopted as well as sponsored by different entities to maximize interaction both with the public and support for stewardship. The commitment is renewed annually and multi-year engagements are encouraged.

3) What is “adopted”?

The MLTS maintains a list of current trails and facilities available for adoption and sponsorship. Opportunities include lakes, trails, multi-use paths and trailheads. This list can be viewed at www.mammothlakesrecreation.org on the Adopt A Trail page.

4) How do I adopt a trail facility?

A potential adoptee or sponsor will submit an inquiry to Mammoth Lakes Recreation through www.mammothlakesrecreation.org on the Adopt A Trail page. The Town of Mammoth Lakes Trails Manager will contact the adoptee to review options and determine if the trail or facility requested is appropriate for the adoptee and their desired investment.

Once approved, all necessary paperwork shall be submitted by the Adoptee.

5) What trail facilities are open for “adoption”?

- a) The pilot program will begin by offering a limited number of prioritized choices for Adoptees to choose from. As the program develops more choices will become available based on this list.

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Adoptable Multi-Use Pathway:

1. Lake Front Path
2. Lakes Basin Path
3. Lake George Path
4. Library College Connector
5. Lodestar Connector
6. Main Street Connector
7. Meridian Connector
8. North Waterford Connector
9. Shady Rest Path
10. Sierra Park Connector
11. Town Loop

Adoptable Soft Surface Trails:

1. Coldwater-George Trail
2. Crystal Lake Trail
3. Dragon's Back Trail (part)
4. Duck Pass Trail (part)
5. Earthquake Fault Trail
6. Heart Lake Trail
7. Horseshoe Lake Loop
8. Mammoth Consolidated Mine Spur
9. Mammoth Crest Trail
10. Mammoth Mountain/Mammoth Pass Trail
11. Mammoth Pass Trail
12. Mammoth Pass/Crater Meadow Trail
13. Mammoth Rock Trail
14. McCleod Lake Spur
15. Minaret Vista Loop (**Outside of Boundary**)
16. Minaret Vista Trail (**Outside of Boundary**)
17. Mountain View Trail
18. Panorama Dome Trail
19. Panorama Dome MTB Loop
20. Seven Lakes Point Loop
21. TJ Lake Loop
22. Uptown MTB Trail

Adoptable Winter Trails:

1. A-Trail
2. B-Trail
3. C-Trail
4. D-Trail
5. F-Trail
6. G-Trail
7. H-Trail
8. I-Trail
9. K-Trail
10. L-Trail
11. Obsidian Dome Blue Diamond Route Loop A
12. Obsidian Dome Blue Diamond Route Loop B
13. New Shady Loop
14. Old Shady Loop
15. Pine Cone Cutoff
16. Connector Blue Diamond Route
17. Earthquake Fault Blue Diamond Route
18. Inyo Craters Blue Diamond Route
19. Knolls Blue Diamond Route
20. Lakes Basin Public Access Corridor



Adoptable Trailheads:

1. Lake George Trailhead
2. Duck Pass Trailhead
3. Heart Lake Trailhead
4. Emerald Lake Trailhead
5. Horseshoe Lake Trailhead
6. Mammoth Rock Trailhead (upper)
7. Minaret Vista
8. Earthquake Fault

Adoptable Winter Trailheads:

1. Sherwins Trailhead (Borrow Pit/Propane Tanks)
2. Mill City
3. Lake Mary Road Winter Closure
4. Mammoth Scenic Loop
5. Shady Rest Park
6. Mammoth Creek Park, West
7. Mammoth Creek Park, East

Adoptable Lakes:

1. Twin Lakes
2. Lake Mary
3. Lake George
4. Lake Mamie
5. Horseshoe Lake
6. McLeod Lake
7. Crystal Lake
8. Hidden Lake
9. Barrett Lake

6) What is the monetary sponsorship or adoption hours needed to adopt a trail or facility?

Each trail or facility can be adopted with a minimum commitment of 15 volunteer hours or sponsored for \$1500.00.

7) Both Sponsors and Adoptees will be acknowledged with:

- Recognition on mammothtrails.org
- Recognition on mammothlakesrecreation.org
- Recognition on MLTS and MLR social media channels
- In certain instances, a USFS-approved sign with the group's name will be placed at the trail or facility

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8) What if adoptees cannot complete the required number of volunteer hours?

We all know “life happens”. If the adoptee is unable to fulfill their commitment, they can work with Mammoth Lakes Trail System Trails Manager and Mammoth Lakes Recreation Programs Manager to derive a solution. In the event a solution cannot be derived, the adoptee will not be eligible to participate in the program for three years and all recognition will be removed.

9) What duties will the adoptee perform?

Adoptees will focus on the following:

- Litter patrol
- Sweep multi-use pathways
- Pet waste removal
- Report any maintenance issues
- Complete trail condition reports
- Supervised Light Maintenance

Each of these duties is further defined in the Adopt A Trail Volunteer Handbook. Volunteer training will be provided for each adoptee.

10) What duties are adoptees NOT expected to perform?

Adoptees will not perform any tasks other than those listed above or directed by the Trails Manager under supervision. Adoptees are NOT to engage in any acts of regulatory enforcement. The adoptee will notify Mammoth Lakes Trail System Trails Manager of any incidents and maintenance issues.

11) How does my donation to the Adopt A Trail program get used?

Donated funds are used to perform trail and facility maintenance throughout the MLTS and to cover administrative costs of the program.

12) How is the Adopt A Trail program staffed?

The TOML Trails Manager will identify available trails and facilities, and the needs for each. Mammoth Lakes Recreation will support a dedicated web page for the Adopt A Trail program allowing potential adoptees to view available trails and facilitates and requirements for each. MLR will also act as the initial point of contact for a potential adoptee or sponsor, connecting each with the TOML Trails Manager to determine the appropriate course of action for the trail or facility. The TOML Trails Manager will assign maintenance tasks for each trail or facility to be completed by volunteers and/or TOML Staff.

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13) What are the Adopt A Trail Work Party logistics?

Supervision and Tracking

Mammoth Lakes Trail System Trails Manager will work with the adoptees to schedule and ensure all liability waivers and volunteer forms have been completed as well as coordinate tool and supply delivery on the Work Party date. Prior to the Work Party, the adoptee will fill out the Activity Intent Form specifying the structure and expectations of the Work Party.

On the day of the Work Party staff will deliver tools and supplies (vests, personal protective equipment) to the worksite. At the end of the Work Party, the adoptee will fill out the Litter Monitoring Form that tracks the amount of trash and waste removed that day, and the Maintenance Issue Report Form for any major maintenance issues observed, pertinent observations or issues encountered that the Mammoth Lakes Trail System should be made aware of, and the Volunteer Reporting Form specifying the number of volunteers and hours completed during the day.

Staff will collect all tools, supplies, report forms, trash and recyclables gathered that day. MLTS Trails Manager and MLR will coordinate to log all pertinent trail data for the day (litter, maintenance and volunteer forms).

Tools

Tools and supplies will be provided to adoptees during organized Adopt A Trail Work Parties. The Adopt A Trail program is a Town of Mammoth Lakes program and, as such, Adopt A Trail tools and supplies will be stored in the Mammoth Lakes Trail System storage area. Measure R funds will be used as recommended by the Mammoth Trails Committee to purchase tools and supplies. Staff will deliver tools and supplies to the Trail Work Party worksite and return all tools and unused supplies back to the Mammoth Lakes Trail System storage area.

Trash

Staff will collect and document the amount of trash and recyclables from the worksite and deliver waste to a designated USFS dumpster.

14) Roles and Responsibilities

a) TOML and MLR

- a. TOML and MLR will work together to develop the Adopt a Trail Program and to develop and maintain a database of trails and facilities and their respective value within the program. Providing both vision and overall program direction, they will determine appropriate roles for each throughout the program processes and work cooperatively with open lines of communication to ensure ongoing operations of the program.

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TOML and MLR will work together to coordinate and track adoptee benefits.

b) TOML Trails Manager

- a. The Trails Manager will oversee the implementation of the program, determine appropriate solutions for trail maintenance needs, ensure that volunteer forms are complete prior to work parties, and coordinate logistics for work parties.

c) Adopting Party Group Leader

- a. Each adopting organization, group, family, or individual will designate a Group Leader that will be responsible for organizing the group's Adopt A Trail Work Parties, ensuring all paperwork and trail reports are completed and turned in to the TOML Trails Manager. Additionally, the Group Leader will communicate with TOML Trails Manager about any needs, issues, or concerns related to their adopted trail or facility.

d) Volunteer Group Members

- a. Volunteers complete Adopt A Trail Work Party tasks outlined in the Adopt A Trail Volunteer Handbook and communicate all needs, issues, and concerns to the Group Leader.

e) MLR

- a. Provide initial point of contact for potential adoptees; host webpage on mammothlakesrecreation.org dedicated to the Adopt A Trail program where potential adoptees can find information on the program, trails and facilities available for adoption; connect adoptees with Trails Manager; send requests for further information and process payments.

15) Financial Structure

The Adopt A Trail program is a Town of Mammoth Lakes program to engage with the public in stewardship activities and support current trail maintenance efforts by the TOML and USFS. All donations received by this program will be restricted to trail maintenance and the Adopt A Trail program. Donated funds will pay for administrative costs, program related tools and supplies, adoptee benefits and waste disposal.

TOWN COUNCIL STAFF REPORT

Subject: CA Off-Highway Motor Vehicle Recreation Division - SRIC OHV Planning Grant.

Meeting Date: February 5, 2020

Written by: Joel Rathje, Trails Manager

RECOMMENDATIONS:

Adopt the Resolution accepting the OHV Planning Grant awarded to the Town of Mammoth Lakes from the CA State Off-Highway Motor Vehicle Recreation Division.

BACKGROUND:

The Grants and Cooperative Agreements Program (Grants Program) provides for well managed off-highway vehicle recreation in the State of California by providing financial assistance to cities, counties, districts, federal agencies, state agencies, educational institutions, federally or state recognized Native American Tribes, Certified Community Conservation Corps and nonprofit entities.

The Grants Program supports the planning, acquisition, development, maintenance, administration, operation, enforcement, restoration, and conservation of trails, trailheads, areas, and other facilities associated with the use of off-highway motor vehicles, and programs involving off-highway motor vehicle safety or education.

2018/2019 GRANTS AND COOPERATIVE AGREEMENTS PROGRAM: The California Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division (OHMVR Division) announces its Intent to Award for the 2018/2019 Grants and Cooperative Agreements grants cycle.

Town of Mammoth Lakes - Planning: Amount Requested (\$155,485): Amount Awarded (\$155,485)

ANALYSIS/DISCUSSION:

The Town of Mammoth Lakes, in partnership with Inyo National Forest (INF), Mammoth Ranger District (land manager) and Mono County, is requesting California OHV Planning Grant funds for planning and environmental review (NEPA/CEQA) in order to optimize existing OHV trail facilities and to consider expanding opportunities for trails in the Shady Rest/Inyo Craters area (north of the town of Mammoth Lakes). This area lies within the Mammoth District of the Inyo National Forest (INF) and has the support of the District Ranger. This planning effort will enhance the existing OHV trail network by building upon existing infrastructure. Funds from the OHV

program would be used for proper planning of new OHV trail facilities and to provide a more enjoyable and safer experience for OHV users including motorcycles, quads, e-bikes, side by sides and 4X4s. This effort will also potentially provide better access for camping, fishing, swimming, birding, hiking, trail running, horseback riding, rock climbing, and mountain biking. The need for a planning effort in this area has been apparent as the proliferation of user created trails, lack of clear wayfinding information, and public feedback indicate that the existing condition needs improvements. There are opportunities to create loops from existing dead ends, re-route unsustainable segments, create new fun trails, and to optimize existing staging areas. Visitation to the Mammoth Lakes area is increasing and as a result, existing infrastructure is not providing for a sustainable recreation experience. The Town of Mammoth Lakes Trail System Master Plan identifies several areas for future focused planning efforts. The Shady Rest/Inyo Craters sub-region is one of the areas identified for this planning effort. The OHV program funded recreation planning efforts for the Shady Rest area in 2011. The funding supported the design, review, and approval of the development of a new, year-round motorized staging area. This proposed planning effort will build upon the 2011 effort and consider a much larger project scope to include analysis of trails, roads, wayfinding, and staging areas. With increasing trail use, connectivity issues, and the use of non-system routes by trail users to make trail connections, it has been demonstrated that there is a need to plan and build new trail facilities while improving existing infrastructure within the Shady Rest/Inyo Craters sub-region. The Sierra Responsible Riders is an OHV local non-profit that supports this program and application. We will be working with them as partners as we proceed with public outreach and planning.

Project Deliverables:

1. Development of a proposed action through public outreach and professional project development.
2. Environmental analysis examining the proposed action and the effects of that action.
3. Environmental document to record the analysis.
4. Decision document describing what has been authorized by the line officer.
5. New routes identified, surveyed, flagged, mapped and approved for construction following approval from the Mammoth District Ranger.

Match: An entity that receives an award shall be required to provide a match of twenty percent (20%)

TOML match amount: \$60,597 (28% of total requested funds)

This match is comprised of direct and indirect Measure R costs as well as in-kind contribution (equipment and Volunteer/TOML/INF staff time).

Timeline: TOML to meet with state representatives October 17 to discuss grant deliverables, reporting, procedures. After meeting with State, work may begin immediately

RECOMMENDATION:

Adopt the Resolution accepting the OHV Planning Grant awarded to the Town of Mammoth Lakes from the CA State Off-Highway Motor Vehicle Recreation Division.

STAFFING CONSIDERATIONS:

The required time to administer and administer the grant is within the work program of Town staff.

FINANCIAL CONSIDERATIONS:

TOML match amount: \$60,597 (28% of total requested funds)

This match is comprised of direct and indirect Measure R Trails Program costs as well as in-kind contribution (equipment and Volunteer/TOML/INF staff time).

ENVIRONMENTAL CONSIDERATIONS:

Environmental Analysis is included as part of the grant.

LEGAL CONSIDERATIONS:

None identified at this time.

ATTACHMENTS:

- A. Resolution accepting the OHV Planning Grant awarded to the Town of Mammoth Lakes from the CA State Off-Highway Motor Vehicle Recreation Division.
- B. Draft Agreement

RESOLUTION NO. 20 - ____

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES,
STATE OF CALIFORNIA, APPROVING APPLICATION(S) FOR GRANT FUNDS FOR
THE OHV PLANNING GRANT**

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Off-Highway Motor Vehicle Division has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Off-Highway Motor Vehicle Division require a resolution accepting the OHV Planning Grant awarded to the Town of Mammoth Lakes by the Applicant's governing board to the State; and

WHEREAS, the Applicant, will enter into an agreement with the State of California to carry out the project.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of Mammoth Lakes hereby:

- 1) Approves and accepts the OHV Planning Grant agreement for the CA State Off-Highway Motor Vehicle Division Grant Program(s); and
- 2) Certifies that Applicant understands its legal obligations to the State upon approval of the grant; and
- 3) Certifies that this agency understands the California Public Resources Code requirement that acquisition and development projects be maintained to specific conservation standards; and
- 4) Certifies that the project will be well-maintained during its useful life, and
- 5) Certifies that this agency will implement the project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement, and
- 6) Certifies that this agency will provide the required matching funds (as applicable); and
- 7) Certifies that the public and adjacent property owners have been notified of this project (as applicable); and
- 8) Appoints the Town Manager as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the project; and
- 9) Certifies that an entity that receives an award shall be required to provide a match of twenty percent (20%) TOML match amount: \$60,597 (28% of total requested funds) comprised of direct and indirect Measure R costs as well as in-kind contribution (equipment and Volunteer/TOML/INF staff time).

APPROVED AND ADOPTED this 5th Day of February, 2020,

BILL SAUSER, Mayor

ATTEST:

JAMIE GRAY, Town Clerk

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G18-03-23-P01 PROJECT TYPE: Planning

GRANTEE: Town of Mammoth Lakes; Tourism and Recreation Dept.

PROJECT TITLE: Planning

PROJECT PERFORMANCE PERIOD: FROM **09/05/2019** THROUGH **09/04/2022**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$155,485.00** (One Hundred Fifty Five Thousand Four Hundred Eighty Five and 00/100)

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

- ATTACHMENT 1 - PROJECT COST ESTIMATE
- ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
AUTHORIZED NAME:	AUTHORIZED NAME: Sixto J. Fernandez
TITLE:	TITLE: Grants Manager
DATE:	DATE:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-31-033		SUPPLIER ID NUMBER: 0000011936		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62675	CONTRACT AMOUNT: 155,485.00		PROGRAM: 2855
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 23/19	ENY/STATUTE 2019	FISCAL YEAR: 2019/2020

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

SIGNATURE OF DPR ACCOUNTING OFFICER: _____

DATE: _____

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2018/2019
Agency: Town of Mammoth Lakes; Tourism and Recreation Dept.
Application: Planning**

APPLICANT NAME :	Town of Mammoth Lakes; Tourism and Recreation Dept.		
PROJECT TITLE :	Planning	PROJECT NUMBER (Division use only) :	G18-03-23-P01
PROJECT TYPE :	<input 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 checked="" type="checkbox"/> Planning		
PROJECT DESCRIPTION :	<p>The project is to provide Off-Highway Vehicle (OHV) related Planning activities as stated in the Project Deliverables below. The activities will occur within the jurisdiction of USFS Inyo in the Shady Rest - Inyo Crater sub-region.</p> <p>The Project may also provide for the purchase of Equipment, Heavy Equipment, materials and supplies as outlined in the Project Cost Estimate. Grantee agrees that all Equipment and Heavy Equipment will be kept as part of their equipment inventory for the duration of the equipment's useful life and may only be used on activities that are applicable to the Operation and Maintenance category per Section 4970.10 of the Grants and Cooperative Agreements Program Regulations. Grantee must obtain written OHMVR Division approval prior to disposition of all grant related equipment.</p> <p>Grantee is required to provide a minimum of 26 percent of the total project cost in matching funds.</p> <p><u>Project Deliverables</u></p> <p>This Planning project is to develop an OHV trail-system in the Shady Rest Inyo Craters sub-region of Inyo National Forest adjacent to Town of Mammoth Lakes.</p> <p>Outcomes of this project:</p> <ul style="list-style-type: none"> • Conduct a NEPA/CEQA Environmental Analysis • Produce a NEPA Decision Memo <p>A signed NEPA/CEQA Decision memo will be provided by the Mammoth Lakes District Ranger for subsequent implementation by Town of Mammoth Lakes and USFS Inyo.</p>		

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
DIRECT EXPENSES							
Program Expenses							
1	Staff						
	1. Staff-Mammoth Lakes Trail System Trail Days Notes : Staff-Mammoth Lakes Trail System Trail Days	200.000 0	23.560	HRS	4,712.00	0.00	4,712.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2018/2019
 Agency: Town of Mammoth Lakes; Tourism and Recreation Dept.
 Application: Planning**

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	<p>The Mammoth Lakes Trail System (Partner) will host three (3) "Trail Days" stewardship events. Approximately 40 volunteers are utilized in each of these 5 hour events.</p> <p>Over the course of these three Trail Days, Partner will provide 200 hours of volunteer labor towards the completion of the project. Working alongside MLTPA trail crew and INF staff, these volunteers will assist with field surveys, flagging corridors and identifying quality OHV routes. MLTS Volunteers are familiar with the geographical landscape of the project area. Volunteers will assist in surveying and identifying potential routes. The volunteer per hour rate is calculated at the standard rate of \$23.56/hour.</p>						
	<p>2. Staff-Front Line Supervisor Notes : Front Line Supervisor (Town of</p>	<p>450.000 0</p>	<p>60.000</p>	<p>HRS</p>	<p>27,000.00</p>	<p>12,000.00</p>	<p>15,000.00</p>

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**Project Cost Estimate for Grants and Cooperative Agreements Program - 2018/2019
Agency: Town of Mammoth Lakes; Tourism and Recreation Dept.
Application: Planning**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>Mammoth Lakes Trails Coordinator/ Mammoth Lakes Trail System Lead) coordinates on the ground project with land management agencies, jurisdictional agencies and contractors. Performs site visits to ensure project quality and completion. Reviews all documentation with land manager and contractor. Manager works directly with MLTPA Operations Manager to coordinate contractor staff and projects. Position works with SEMBA Volunteer Coordinator & Sierra Responsible Riders to provide resources needed to manage and educate volunteers on organized trail workdays. Coordinates with Inyo National Forest specialists and MLTPA Trail Crew Supervisor to ensure no cultural or natural resources are being damaged. Responsible for project monitoring, and ensuring all work is done to meet Forest Service standards. (general oversight of all program aspects and on-the-ground planning efforts).</p>						
Total for Staff				31,712.00	12,000.00	19,712.00

ATTACHMENT 1

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Agency: Town of Mammoth Lakes; Tourism and Recreation Dept.
Application: Planning**

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
2	Contracts						
	<p>1. Contracts-Mammoth Lakes Trails & Public Access Fdn Notes : Mammoth Lakes Trails & Public Access Foundation:</p> <p>MLTPA is a local non-profit organization contracted to support the Mammoth Lakes Trail System. MLTPA will provide operational, technical and ground support for all aspects of the project. An Operations Manager, GIS and Graphics staff, Trail Crew and Leader, and Data Technicians will be provided. Major tasks will include new OHV trail alignments, surveying, flagging and GIS mapping of alignments and developing associated costs to aid in the cost estimation for construction. Graphic and spacial analysis of resources requested by the District resource specialists will be provided along with creating maps for the planning project. Regular coordination will take place with</p>	1.0000	112000.000	EA	112,000.00	97,000.00	15,000.00

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Agency: Town of Mammoth Lakes; Tourism and Recreation Dept.
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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
TOML, Mono County and Inyo National Forest staff to ensure information is shared, trail alignments are accurate and the project timeline is adhered to. TOML has a Volunteer Agreement with Inyo National Forest. Matching funds are secured through local tax initiative Measure R						
2. Contracts-INF Botanist Notes : Provide existing data within the project area, perform site visits as part of review, document surveys and findings in the appropriate databases.	10.0000	405.300	DAY	4,053.00	4,053.00	0.00
3. Contracts-INF Wildlife Biologist Notes : Provide existing data within the project area, perform site visits, review NEPA documents.	10.0000	403.290	DAY	4,033.00	4,033.00	0.00
4. Contracts-INF Recreation Staff Notes : Provide oversight of trail design to ensure trail meets FS design specifications, some field review needed, review documents, attend meetings, trail layout review.	30.0000	327.560	DAY	9,827.00	9,827.00	0.00

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Application: Planning**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
5. Contracts-INF Archaeologist Notes : Provide existing data within the project area, review NEPA documents and cultural resource report.	15.0000	462.770	DAY	6,942.00	6,942.00	0.00
6. Contracts-INF Hydrologist Notes : Provide existing data within the project area, review documents, attend meetings, trail layout review at stream crossings and meadow areas.	5.0000	386.080	DAY	1,930.00	1,930.00	0.00
Total for Contracts				138,785.00	123,785.00	15,000.00
3 Materials / Supplies						
1. Materials / Supplies- Easy Motion EVO Big Bud - 2017 Notes : Line Item moved from Equipment Purchases to Materials/Supplies in response to division comments: Materials Purchase Request: Easy Motion EVO Big Bud - 2017 motorized Bicycle(s) (qty. 3) for affordable use in planning potential trail alignments, Environmental Review corridors, and wayfinding planning that meets stakeholder needs for motorized travel and multi-modal OHV connectivity working with contracted	3.0000	3500.000	EA	10,500.00	10,500.00	0.00

ATTACHMENT 1

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Agency: Town of Mammoth Lakes; Tourism and Recreation Dept.
Application: Planning**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
staff and volunteers.						
2. Materials / Supplies- Trimble R1 GNSS Receiver/ IPad Notes : Line item moved from Equipment Purchases to Materials/ Supplies based on division comments: Materials/ Supplies Purchase Request: Trimble R1 GNSS Receiver/ IPad (qty. 2) for inventorying planning efforts including trail corridors, potential alignments, monitoring OHV intrusions, and documenting need for wayfinding signage. This Materials/Supplies is necessary to geo- data collection efforts.	2.0000	3100.000	EA	6,200.00	6,200.00	0.00
Total for Materials / Supplies				16,700.00	16,700.00	0.00
4 Equipment Use Expenses						
1. Equipment Use Expenses-Footloose Sports Notes : Footloose Sports will provide 30 days each of three (3) E-bikes rentals for staff and volunteers to use while surveying, flagging and mapping alignments in project area.	90.0000	100.000	DAY	9,000.00	0.00	9,000.00
2. Equipment Use Expenses-INF Vehicle Notes : Specialists will need to travel to	600.000 0	0.580	MI	348.00	0.00	348.00

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Application: Planning**

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	Mammoth Lakes from Bishop for meetings and site visits. Mammoth-based Recreation Staff will use vehicle for travel to, from and through planning area. Revision based off of Division Comments: Mileage rate is capped at .58 cents per mile - adjusted accordingly						
Total for Equipment Use Expenses					9,348.00	0.00	9,348.00
5	Equipment Purchases						
6	Others						
Total Program Expenses					196,545.00	152,485.00	44,060.00
TOTAL DIRECT EXPENSES					196,545.00	152,485.00	44,060.00
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
	1. Indirect Costs-Indirect Costs Notes : Original Indirect Costs now include revision based on Division Comments to also capture: Staff - Grant Manager: Coordinates all communication with California OHV Grant Administrator to complete project.	1.0000	18000.000	EA	18,000.00	3,000.00	15,000.00
	2. Indirect Costs-INF Staff Notes : Administrative costs for INF staff to process and manage	305.000 0	5.000	DAY	1,525.00	0.00	1,525.00

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Agency: Town of Mammoth Lakes; Tourism and Recreation Dept.
Application: Planning**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
agreements with TOML						
Total for Indirect Costs				19,525.00	3,000.00	16,525.00
Total Indirect Costs				19,525.00	3,000.00	16,525.00
TOTAL INDIRECT EXPENSES				19,525.00	3,000.00	16,525.00
TOTAL EXPENDITURES				216,070.00	155,485.00	60,585.00

TOTAL PROJECT AWARD	155,485.00	
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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 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.