

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

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

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G22-07-08-P01 PROJECT TYPE: Planning

GRANTEE: Paradise Recreation and Park District

PROJECT TITLE: Planning - Exploration for OHV Recreation Opportunities at Jordan Hill Road Park

PROJECT PERFORMANCE PERIOD: FROM 01/01/2023 THROUGH 12/31/2025

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$219,264.00** (Two Hundred Nineteen Thousand Two Hundred Sixty Four 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: <small>DocuSigned by:</small> 	AUTHORIZED SIGNATURE: <small>DocuSigned by:</small> 
AUTHORIZED NAME: Dan Efseaff	AUTHORIZED NAME: Jennifer Grady
TITLE: District Manager	TITLE: Grants Manager
DATE: 12/8/2022	DATE: 9/14/2023

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C3234029		SUPPLIER ID NUMBER: 0000014014		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62684	CHARGE AMOUNT: 219,264.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 43	ENY/STATUTE 2022	FISCAL YEAR: 2022/2023

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 - 2022

Agency: Paradise Recreation and Park District

Application: Planning - Exploration for OHV Recreation Opportunities at Jordan Hill Road Park

APPLICANT NAME :	Paradise Recreation and Park District		
PROJECT TITLE :	Planning - Exploration for OHV Recreation Opportunities at Jordan Hill Road Park	PROJECT NUMBER (Division use only) :	G22-07-08-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 the Paradise Recreation and Park District (District).</p> <p>The Project may also provide for the purchase of Equipment, Heavy Equipment, materials and supplies as outlined in the Project Cost Estimate</p> <p>Grantee is required to provide a minimum of twenty-six (26) percent of the total Project cost in matching funds.</p> <p><u>Project Deliverables</u></p> <p>The Project will create a comprehensive OHV recreation plan focused on the District property at Jordan Hill Road, adjacent properties, and surrounding gravel roads.</p> <p>Components of the plan include, but are not limited to:</p> <ul style="list-style-type: none"> • Initial evaluation of the District’s Jordan Hill property and vicinity roads and trails that includes the following: <ul style="list-style-type: none"> • Summary of existing survey information. • Mapping and inventory of publicly and privately-owned properties in the project area, known archaeological, botanical, and other sensitive resources, existing roads and user-created trails, vegetation layers, geological and topographical features; water bodies; jurisdictional boundaries and rights-of-way. • Discussion of District responsibilities and potential for collaboration. • Summary of findings. • Public, District, and OHV user outreach and findings. • Conceptual plan for a staging area, trail, and trail network improvements. • Develop appropriate CEQA and NEPA reports, as required. 		

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
DIRECT EXPENSES							
Program Expenses							
1	Staff						
	1. Staff-District Manager	200.000	68.800	HRS	13,760.00	6,880.00	6,880.00
	Notes : The District Manager will oversee development of the	0					

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>project scope of work, and the preparation, execution and management of contracts with consultants to support successful completion of the project. Specific duties include:</p> <ul style="list-style-type: none"> - Develop initial project description (purpose, location) as basis for biological and physical resource analysis of setting, draft trail design and public outreach - Develop, execute and manage contracts with consultants for biological and physical resource analysis, trail design, mapping, environmental (CEQA) review, and public outreach effort - Refine project description and conduct outreach to general public, local government, trail user groups, interested environmental non-profits, potentially affected private landowners, and agency/partners 						

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
(Bureau of Land Management, Plumas National Forest, Department of Water Resources). Outreach to include a project web site, public meetings and charette and site visits - Finalize implementation and management plan.						
2. Staff-Assistant District Manager Notes : The Assistant District Manager will assist the District Manager in the day-to-day management of the grant, providing input on developing the project description and scope of work, meeting with and managing consultants (reviewing consultant reports and products, etc.), preparing for and attending meetings, responding to public queries, and advising the District Manager on potential issues affecting completion of the project.	166.690 0	57.400	HRS	9,568.00	5,740.00	3,828.00
3. Staff-Park Supervisor Notes : Working with the	80.0000	45.500	HRS	3,640.00	1,820.00	1,820.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>District and Assistant District Managers, the Park Supervisor will be particularly focused on reviewing the feasibility of the proposed trail network and its design, bringing important on-the-ground knowledge of topographic constraints, potential issues related to erosion and fire hazards, and relationships with potentially affected private landowners. The Park Supervisor will also, in consultation with counterparts in the Bureau of Land Management, Plumas National Forest and Paradise Irrigation District, provide input on the trail management plan.</p>						
<p>4. Staff-Recreation Supervisor Notes : Working with project staff, the Recreation Supervisor will provide input on the trail design and management plan with an emphasis on the safety and enjoyment of</p>	<p>180.000 0</p>	<p>45.500</p>	<p>HRS</p>	<p>8,190.00</p>	<p>4,095.00</p>	<p>4,095.00</p>

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>the trail users and protection of adjacent natural resources. The Recreation Supervisor will advise on the OHV user program to be established by the District, including: development of guidelines regarding the estimated maximum number of users for a given time period; safety measures to promote safe and courteous OHV use in this remote area; and management of vehicle noise, fire hazards, and avoidance sensitive natural resources. As such, the Recreation Supervisor will be involved with the outreach effort. The Recreation Supervisor will also provide input on mapping and signage for the trail network.</p>						
<p>5. Staff-Recreation Specialist Notes : The Recreation Specialist will assist the Recreation Supervisor in the creation of an OHV user program,</p>	<p>560.000 0</p>	<p>36.700</p>	<p>HRS</p>	<p>20,552.00</p>	<p>10,276.00</p>	<p>10,276.00</p>

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
working with the public and agency partners to develop an ongoing educational and user-feedback effort.						
6. Staff-Intern Notes : An intern will be hired to assist the Recreation Supervisor and Specialist in their work to develop the OHV user program.	650.000 0	26.500	HRS	17,226.00	8,613.00	8,613.00
7. Staff-Administrative Assistant II Notes : The Administrative Assistant II will help manage communication for the project.	54.6000	36.000	HRS	1,966.00	1,966.00	0.00
Total for Staff				74,902.00	39,390.00	35,512.00
2 Contracts						
1. Contracts-GIS layers and inventory (GIC CSUC) Notes : PRPD has a long-standing relationship with Chico State University's GIC to provide mapping and analytic services. The GIC will provide mapping services for the natural resource and CEQA analyses, in addition to exhibits for	1.0000	31500.000	EA	31,500.00	20,500.00	11,000.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>the public outreach effort and signage. The contract rate and total are based upon similar work done by the GIC for the District planning for Oak Creek and Coutolenc Parks.</p> <p>See narrative notes for matching funds source.</p>						
<p>2. Contracts-Landscape Architects/Melton Design Group</p> <p>Notes : In coordination with PRPD and the CEQA/natural resources consultant, the Landscape Architect will prepare a design for the trail network and trail and trailhead area design, in addition to signage. The Landscape Architect will also participate in the outreach effort, preparing exhibits and making presentations as needed. The contract rate and total are based upon work done by the Melton Design Group for design and planning of Lakeridge Park.</p>	1.0000	59500.000	EA	59,500.00	49,000.00	10,500.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
See narrative notes for the source of matching funds.						
3. Contracts-Resource Surveys, CEQA/Unknown Contract Notes : As the plan would result in a change of use within its environmental setting, an initial study/mitigated negative declaration is anticipated to satisfy CEQA review. (A joint NEPA/CEQA IA/IS document will be prepared if determined to be necessary). The contract rate and total are based upon the District's recent experiences with preparation of initial studies and the potential geographic scope of this planning project. See narrative notes for the source of matching funds.	1.0000	84000.000	EA	84,000.00	71,500.00	12,500.00
4. Contracts-Outreach/Unknown Contract Notes : Outreach to the general public, specific	1.0000	14000.000	EA	14,000.00	7,500.00	6,500.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>interest groups and agency/partners will be a critical component in the development of the trail plan. While PRPD staff has some capacity for this effort, the specialized nature of the project requires a consultant experience in outreach for a large wildland trail program. The contract rate and total are based upon an estimate of assistance and coordination required by District staff to design and implement an outreach program to provide important public input to the proposed plan.</p> <p>See narrative notes for the source of matching funds.</p>						
Total for Contracts				189,000.00	148,500.00	40,500.00
3 Materials / Supplies						
1. Materials / Supplies- Field Supplies and materials Notes : Field supplies will include flagging and stakes to delineate property boundaries, special features, and	1.0000	2500.000	EA	2,500.00	1,500.00	1,000.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
areas of concern for both project staff and consultants, and the public during field visits that will be a part of the outreach effort.						
4 Equipment Use Expenses						
1. Equipment Use Expenses-Mileage Notes : Staff will be using District vehicles to conduct site visits at the Jordan Hill Road property and in the Feather River Canyon. Additional off-site meetings with Lassen (and Plumas) and BLM staff are also anticipated.	2500.00 00	0.510	MI	1,275.00	1,275.00	0.00
5 Equipment Purchases						
6 Others						
1. Equipment - Rental Notes : GPS location equipment may be necessary for the mapping of various features in the project area.	30.0000	25.000	DAY	750.00	0.00	750.00
Total Program Expenses				268,427.00	190,665.00	77,762.00
TOTAL DIRECT EXPENSES				268,427.00	190,665.00	77,762.00
INDIRECT EXPENSES						
Indirect Costs						

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	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
1	Indirect Costs						
	1. Indirect Costs-Indirect Costs on project of 15%	28599.0 000	1.000	EA	28,599.00	28,599.00	0.00
Total Indirect Costs					28,599.00	28,599.00	0.00
TOTAL INDIRECT EXPENSES					28,599.00	28,599.00	0.00
TOTAL EXPENDITURES					297,026.00	219,264.00	77,762.00

TOTAL PROJECT AWARD					219,264.00		
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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 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.