

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G15-03-07-L01 PROJECT TYPE: Law Enforcement

GRANTEE: El Dorado County Sheriff's Department

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 07/08/2016 THROUGH 07/07/2017

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$81,541.00 (Eighty One Thousand Five Hundred Forty One and 00/100)

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

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

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

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

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

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-28-039		VENDOR NUMBER: 4000000053-06		FUND: Off-Highway Vehicle Trust Fund
INDEX: 1550	OBJECT CODE: 702	PCA: 62672	CONTRACT AMOUNT: 81,541.00	APPROPRIATION: Local Assistance
ITEM: 3790-101-0263		CHAPTER: 23/16	STATUTE: 2016	FISCAL YEAR: 2016/2017

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 - 2015/2016
Agency: El Dorado County Sheriff's Department
Application: Law Enforcement**

APPLICANT NAME :	El Dorado County Sheriff's Department		
PROJECT TITLE :	Law Enforcement	PROJECT NUMBER (Division use only) :	G15-03-07-L01
PROJECT TYPE :	<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		
PROJECT DESCRIPTION :	This project is to provide for OHV related law enforcement activities within the jurisdiction of the El Dorado County Sheriff's Department. The activities may include, but are not limited to patrol, barrier installation, maps, and search and rescue. The project may also include the purchase of equipment, materials and/or supplies directly related to such activities. The grantee is required to provide a minimum of 25% of the total project cost in matching funds.		

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
DIRECT EXPENSES						
Program Expenses						
1	Staff					
1. Law Enforcement Officers Notes : LEO 1st Qtr: 7/1 - 9/30: 13 weeks x 40 x 1 Dep = 520 hours. 2nd/3rd Qtr: 10/1 - 3/30: 6 shifts x 12 hrs x 1 Dep = 72 hours. 4th Qtr: 4/1 - 6/30: 7 weeks x 40 hrs x 1 Dep = 280 hours. 872 hours x \$79.08 = \$68,958	872.000 0	79.080	HRS	51,718.00	17,240.00	68,958.00
2. Sergeant Notes : Sergeant 1st Qtr: 7/1 - 9/30: 10 hrs per week = 130 hours 2nd Qtr: 10/1 - 12/31: 5 hrs per week = 65 hours 3rd Qtr: 1/1 - 3/30: 5 hrs per week = 65 hours	390.000 0	92.830	HRS	27,153.00	9,051.00	36,204.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2015/2016
Agency: El Dorado County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
4th Qtr: 4/1 - 6/30: 10 hrs per week = 130 hours 390 hours x \$92.83 = \$36,204						
3. Law Enforcement Officers Notes : LEO - Overtime 1st Qtr: 13 wks x 12 hrs: 156 hours 2 Holidays x 12 hrs x 2 Dep's: 48 hours Special Events/Details: 20 hours 2nd/3rd Qtr: Call-Outs / Special Events / Details: 40 hours 4th Qtr: 7 wks x 12 hrs: 84 hours 1 Holiday x 12 hrs x 2 Dep's: 24 hours Call-Outs / Special Events / Details: 20 hours Training: 1 day x 10 hrs x 10 Dep's: 100 hours 492 hours x \$73.81 = \$36,315	48.2300	73.810	HRS	2,670.00	890.00	3,560.00
Total for Staff				81,541.00	27,181.00	108,722.00
2 Contracts						
3 Materials / Supplies						
4 Equipment Use Expenses						
5 Equipment Purchases						
6 Others						
Total Program Expenses				81,541.00	27,181.00	108,722.00
TOTAL DIRECT EXPENSES				81,541.00	27,181.00	108,722.00
INDIRECT EXPENSES						
Indirect Costs						

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2015/2016
 Agency: El Dorado County Sheriff's Department
 Application: Law Enforcement**

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
1	Indirect Costs						
	Total Indirect Costs				0.00	0.00	0.00
	TOTAL INDIRECT EXPENSES				0.00	0.00	0.00
	TOTAL EXPENDITURES				81,541.00	27,181.00	108,722.00
TOTAL PROJECT AWARD					81,541.00		

Project Agreement General Provisions (Nonfederal Applicants Only)

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the Project which is described on Attachment 1 of this agreement and in the Project Application, which is hereby incorporated into this agreement by reference.
4. The term "Application" as used herein means the individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project agreement and the terms and conditions set forth in this agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

The Grantee, shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State approved development plans, specifications and estimates or Force Account Schedule. The Grantee shall make property or facilities acquired and/or developed pursuant to this agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.

4. If the Project includes acquisition of real property, and the cost of which is to be reimbursed with Grant moneys under this agreement, shall as required thereby, comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this agreement.
5. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. Grantee agrees to furnish the State additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project.

C. Project Costs

The Grant moneys to be provided to the Grantee under this agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this agreement whichever is less:

1. If the Project includes acquisition of real property, the State shall disburse to Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this agreement.

State will disburse the amount of the State approved purchase price together with State approved costs of acquisition. The State may elect to make disbursement for deposit into escrow.

2. If the Project includes development, after approval by State of Grantee's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Grantee upon receipt and approval by State of a statement of incurred costs from Grantee, the amount of such approved incurred costs shown on such statement, not to exceed the State Grant amount set forth on page 1 of this agreement, or any remaining portion of such Grant amount to the extent of such statement. Grantee, upon a showing that the Project may not proceed without advance funding, may request advance payment of those funds needed up to a maximum of ninety (90) percent of the State Grant amount allocated for development upon receipt and approval by State of Grantee plans, specifications and estimates or Force Account Schedule.

The statements to be submitted by Grantee shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account. Statements shall not be submitted, nor shall State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred twenty (120) days after completion of Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this agreement available for inspection by the State upon request.

3. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. The Grantee may be provided advanced payments for Grants but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance. The Grantee shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

5. Equipment must be used solely for OHV related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes

E. Project Termination

1. The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Grantee to comply with the terms of this agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of agreement, is the, operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this agreement.

F. Hold Harmless

1. Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents and employees.
2. The Grantee shall protect indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise

under Government code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of State, its officers, or employees.

3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain all financial accounts, documents, and records for three (3) years from the expiration date of the Project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.
2. During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

H. Use of Facilities

1. The property acquired or developed with Grant moneys under this agreement shall be used by the Grantee only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall without cost to State, except as may be otherwise provided in this or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the provisions of this agreement, the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other provision of law which may be applicable to such operation and maintenance.
3. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project agreement.

J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this agreement as though set forth in full in this agreement.

K. Severability

1. If a provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this agreement are severable.

L. Governing Law

1. This agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this agreement shall take place in the county wherein the Project funded by this agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.
2. Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during performance period.

Law Enforcement

FOR OFFICE USE ONLY:

Version # _____

APP # 702681

ITEM 1. Proposed Project

HISTORY:

This proposed project is for El Dorado County Sheriff's Office (EDSO) to provide law enforcement services to the OHV trail systems and 4x4 trails in the County. For the past 15 seasons, the Rubicon Trail has been our primary focus for enforcement and education. This trail is located between Georgetown, California and Tahoma (Lake Tahoe) in the California Counties of El Dorado and Placer. The Rubicon is generally accepted to be the first, the oldest and the most renowned recreational off-highway vehicle (OHV) trail in the United States. It is also considered one of the top ten four-wheeling destinations in the world. The portion of the Rubicon Trail within El Dorado County is a designated unpaved county road that is bordered by both United States Forest Service (USFS) and private properties. The Rubicon Trail is a legal easement through the El Dorado National Forest. It has received a significant level of attention from various user groups, the State Water Resources Board, and environmental conservation interests over the last several years.

COUNTY 4x4 TRAIL SYSTEM:

The county has several off-road opportunities in the form of OHV trail systems in the north end of the county, the south end as well as the Lake Tahoe Basin. El Dorado County Sheriff's Office has the opinion that these areas of our county are our responsibility and we are the only agency with the vehicles capable of patrolling or responding to those areas. EDSO is now equipped with two (2) Jeep Wranglers that allow us to cover more areas at the same time. In 2015, we added patrols to the Barrett Lake 4x4 Trail after its re-opening and the OHV trails in the Lake Tahoe Basin. We saw a favorable response to us patrolling these areas. The Rock Creek OHV trail system and the Elkins Flat / Gold Note OHV trail system are primarily covered by the US Forest Service but we are available to respond there if necessary. The USFS still does not have State peace officer powers in El Dorado County so there is always potential for an EDSO OHV Unit response.

ENFORCEMENT:

EDSO is the primary law enforcement agency in the project area and is responsible for all State and local law enforcement. EDSO works with the USFS enforcing federal laws such as trespass, fire permits, resource damage, etc. If State Parks cannot put staff on the trail, we will be the only Law Enforcement agency capable of patrolling the Rubicon. While California Highway Patrol would normally be the primary agency to enforce vehicle code violations and investigate traffic accidents, they do not have the resources to access these off-road locations. Therefore, EDSO takes the lead role in traffic enforcement as well. El Dorado County has established a model OHV trail management and law enforcement program, setting an example throughout the State and Nation. Having this in mind, the project cost estimate includes a Sergeant 20 hours/wk all year to manage the program. The project costs cover two (2) full-time, dedicated Rubicon Deputies during the peak season (20 weeks) in one vehicle and two (2) additional Deputies on overtime (48 hours/mo for 20 weeks) covering the other OHV Trails in the second vehicle. In addition, the project costs also cover on-call and holidays such as Memorial Weekend, 4th of July and Labor Day weekends. There are also special events like International Sportsman's Expo, Red-Ribbon week, National Night Out, Jeepers Jamboree Events and others that require additional shifts.

FOCUS:

Deputies assigned to the OHV Unit focus enforcement efforts on violations that affect the health and safety of trail users, along with violations that impact the surrounding environment. EDSO, USFS, and California State Parks have entered into an MOU for law enforcement services on the Rubicon Trail. Deputies assist USFS, California State Parks, and the El Dorado County Department of Transportation (DOT) with educating the public about the history of the Rubicon Trail, rights

of way, trespass issues, code violations, safety, sanitation, pollution, and resource conservation. EDSO Deputies will continue to inform and educate the public about responsible use of all of the OHV areas in the County.

ITEM 2. Project Coverage

RUBICON TRAIL:

This trail is mostly located within El Dorado County and it includes approximately 14 miles of designated non-maintained county roadway consisting of extremely rugged terrain. A trip through the Rubicon usually takes more than a day to complete depending on traffic. Two trail heads (Wentworth Springs / Loon Lake) connect near Ellis Creek, continue east through the "Sluice Boxes", through Rubicon Springs and up towards the famous "Cadillac Hill" where the trail continues east into Placer County where it ends at Lake Tahoe.

The Board of Supervisors approved the route on January 26, 2010 which closed several variant routes. The proposed project would provide patrol to the adopted Rubicon Trail and provide enforcement for the variant trail areas to insure compliance and enforcement when necessary. The Patrol Deputies would also assist USFS and State Parks with education and enforcement in the areas surrounding and adjoining the Rubicon Trail.

Each year the trail sees an increase in users and vehicles. There are sections of the trail that are less difficult and sections that are extreme. The trail offers challenges for beginners, intermediate and advanced users. Last year, Deputies recorded contacting 15,846 users (78% increase over 2014) and 7,146 vehicles (41% increase over 2014) over 19 consecutive summertime weekends. This area is also used by hikers, mountain bikers, hunting, fishing and camping.

BARRETT LAKE TRAIL:

This trail is about 6 miles in length and runs from Wrights Lake to Barrett Lake in El Dorado County. This trail has been closed for the last few years while a bridge was built along with other trail improvements. It is considered a very difficult off-road trail and should be patrolled for the same reasons as the Rubicon Trail. This trail however is in the El Dorado National Forest and is a forest service road. It is subject to closure seasonally and when conditions are too wet. EDSO has the only vehicle capable of patrolling this area other than by foot.

ELKINS FLAT / GOLD NOTE OHV:

This trail system is located in the southern end of El Dorado County and includes 103 miles of trails and dirt roads for all levels of riders from novice to advanced ability. EDSO is the primary law enforcement agency in the project area and is responsible for all State and local law enforcement.

ROCK CREEK OHV:

This trail system is located in the northern end of El Dorado County and includes 120 miles of trails and dirt roads for all levels of riders from novice to advanced ability. EDSO is the primary law enforcement agency in the project area and is responsible for all State and local law enforcement.

LAKE TAHOE BASIN:

There are approximately 25 miles of dedicated OHV trails in the Lake Tahoe Basin in El Dorado County. The Lake Tahoe Basin is a highly sensitive area when it comes to anything environmental. The trails range from .3 to 3.5 miles in length and have received no dedicated patrols from EDSO until last year. The trails located here are not extreme 4x4 trails but would still require the Sheriff's Rubicon Jeeps for these patrols. The USFS has advised us that they have not had accessibility to some of the remote areas where off-roaders have trespassed to reach hunting and fishing areas. In addition to the law enforcement and education focus in the Basin, the OHV Unit would be able to respond for searches and extraction of lost or injured persons. EDSO is the primary law enforcement agency in the project area and is

responsible for all State and local law enforcement.

ITEM 3. Describe the frequency of the patrols

This project requires EDSO to staff the OHV Unit every weekend during the season (April through September) which is usually Friday through Sunday. The project is requesting monies to staff two seasonal, dedicated full-time Rubicon Deputies working 40 hours/wk during that time. In addition to the two seasonal Deputies, we are requesting monies to staff the second Jeep on overtime with two Deputies working 48 hrs/mo each of those same weekends to patrol the Barrett Lake Trail, the Lake Tahoe Basin and to cover contract / special events.

In addition to the patrol hours, there are hours built in to cover maintenance, off-season patrols, call-outs, holidays, special events and training. Examples of special events include: National Night Out, Red Ribbon Week, International Sportsman's Expo, Jeepers Jamboree Expo as well as events on the Rubicon Trail like "Cantina on the Con", Jeepers Jamboree, Jeep Corporation runs, OHVMR Commission Tour and several user group runs that occur just about every weekend. Examples of off-season patrols are calls that occur based on "problem oriented policing", law enforcement or search & rescue calls requiring the OHV Unit's specialized vehicle or to address complaints that have been routed through the Rubicon Oversight Committee (ROC).

ITEM 4. Deployment of Personnel

Due to the remote location and extreme terrain of the project area, response times for a normal Patrol Deputy could vary from two to eight hours by vehicle, by foot, or by air depending on the location of the emergency. In recent years, we have increased staffing from one (1) Deputy up to four (4) Deputies depending on the event. It is important that Deputies are doubled-up to ensure officer safety during enforcement activities due to the extremely extended response time of backup. The Rubicon Trail Patrol Deputies reside in the project area during their work days to provide for quick and ready response to emergencies and other calls for service. They remain on-call during their off hours so they are available at all times.

Maintenance-intensive highly modified vehicles with trained operators are required to access the area with adequate staff and equipment to handle law enforcement tasks. The OHV Unit at EDSO has ten (10) returning Deputies with experience to operate the specialized vehicles. The program also covers a Sergeant that is dedicated to 20 hrs/wk for scheduling, reports, maintenance and supervision.

With the addition of the 2015 Jeep Rubicon Wrangler, we still have a serviceable 2007 Rubicon Patrol Jeep which has been the primary patrol vehicle for the past seven seasons. Monies have to be dedicated to keep these vehicles in service. Maintenance is a challenge due to the toll the extreme terrain takes on these vehicles.

In short, the proposed project would provide equipment and staffing for a consistent law enforcement presence during the busy summer months and the ability to provide periodic patrols and emergency response during the off-season.

District and County Information

A. California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

- | | | | | |
|-----------------------------------------------------|------------------------------------------|------------------------------------------|------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> State Senate 01 | <input type="checkbox"/> State Senate 02 | <input type="checkbox"/> State Senate 03 | <input type="checkbox"/> State Senate 04 | <input type="checkbox"/> State Senate 05 |
| <input type="checkbox"/> State Senate 06 | <input type="checkbox"/> State Senate 07 | <input type="checkbox"/> State Senate 08 | <input type="checkbox"/> State Senate 09 | <input type="checkbox"/> State Senate 10 |
| <input type="checkbox"/> State Senate 11 | <input type="checkbox"/> State Senate 12 | <input type="checkbox"/> State Senate 13 | <input type="checkbox"/> State Senate 14 | <input type="checkbox"/> State Senate 15 |
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| <input type="checkbox"/> State Senate 26 | <input type="checkbox"/> State Senate 27 | <input type="checkbox"/> State Senate 28 | <input type="checkbox"/> State Senate 29 | <input type="checkbox"/> State Senate 30 |

- State Senate 31 State Senate 32 State Senate 33 State Senate 34 State Senate 35
 State Senate 36 State Senate 37 State Senate 38 State Senate 39 State Senate 40

B. California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

- State Assembly 01 State Assembly 02 State Assembly 03 State Assembly 04 State Assembly 05
 State Assembly 06 State Assembly 07 State Assembly 08 State Assembly 09 State Assembly 10
 State Assembly 11 State Assembly 12 State Assembly 13 State Assembly 14 State Assembly 15
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 State Assembly 76 State Assembly 77 State Assembly 78 State Assembly 79 State Assembly 80

C. California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (<https://www.govtrack.us/congress/members/CA>) in your browser to determine the Congressional district(s).

- Congressional District 1 Congressional District 2 Congressional District 3 Congressional District 4
 Congressional District 5 Congressional District 6 Congressional District 7 Congressional District 8
 Congressional District 9 Congressional District 10 Congressional District 11 Congressional District 12
 Congressional District 13 Congressional District 14 Congressional District 15 Congressional District 16
 Congressional District 17 Congressional District 18 Congressional District 19 Congressional District 20
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 Congressional District 41 Congressional District 42 Congressional District 43 Congressional District 44
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 Congressional District 49 Congressional District 50 Congressional District 51 Congressional District 52

Congressional District
53

D. County

Select one or more of the California Counties where the proposed project activities will occur.

- | | | | | | |
|---------------------------------------|----------------------------------------|-----------------------------------------------|------------------------------------------|-------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Alameda | <input type="checkbox"/> Alpine | <input type="checkbox"/> Amador | <input type="checkbox"/> Butte | <input type="checkbox"/> Calaveras | <input type="checkbox"/> Colusa |
| <input type="checkbox"/> Contra Costa | <input type="checkbox"/> Del Norte | <input checked="" type="checkbox"/> El Dorado | <input type="checkbox"/> Fresno | <input type="checkbox"/> Glenn | <input type="checkbox"/> Humboldt |
| <input type="checkbox"/> Imperial | <input type="checkbox"/> Inyo | <input type="checkbox"/> Kern | <input type="checkbox"/> Kings | <input type="checkbox"/> Lake | <input type="checkbox"/> Lassen |
| <input type="checkbox"/> Los Angeles | <input type="checkbox"/> Madera | <input type="checkbox"/> Marin | <input type="checkbox"/> Mariposa | <input type="checkbox"/> Mendocino | <input type="checkbox"/> Merced |
| <input type="checkbox"/> Modoc | <input type="checkbox"/> Mono | <input type="checkbox"/> Monterey | <input type="checkbox"/> Napa | <input type="checkbox"/> Nevada | <input type="checkbox"/> Orange |
| <input type="checkbox"/> Placer | <input type="checkbox"/> Plumas | <input type="checkbox"/> Riverside | <input type="checkbox"/> Sacramento | <input type="checkbox"/> San Benito | <input type="checkbox"/> San Bernardino |
| <input type="checkbox"/> San Diego | <input type="checkbox"/> San Francisco | <input type="checkbox"/> San Joaquin | <input type="checkbox"/> San Luis Obispo | <input type="checkbox"/> San Mateo | <input type="checkbox"/> Santa Barbara |
| <input type="checkbox"/> Santa Clara | <input type="checkbox"/> Santa Cruz | <input type="checkbox"/> Shasta | <input type="checkbox"/> Sierra | <input type="checkbox"/> Siskiyou | <input type="checkbox"/> Solano |
| <input type="checkbox"/> Sonoma | <input type="checkbox"/> Stanislaus | <input type="checkbox"/> Sutter | <input type="checkbox"/> Tehama | <input type="checkbox"/> Trinity | <input type="checkbox"/> Tulare |
| <input type="checkbox"/> Tuolumne | <input type="checkbox"/> Ventura | <input type="checkbox"/> Yolo | <input type="checkbox"/> Yuba | | |

LE Certification

FOR OFFICE USE ONLY:

Version # _____

APP # 702681

Law Enforcement - Page 1

1. Identify areas with high priority law enforcement needs because of public safety, cultural resources, and sensitive environmental habitats, including wilderness areas and areas of critical environmental concerns:

The 2009 Cleanup and Abatement Order was lifted on El Dorado County within the entire project area in 2014. Still, we consider the areas under that order to be sensitive and the County continues to maintain those areas. Other areas of priority are the Barrett Lake Trail, Little Sluice and Buck Island; directly bordering Desolation Wilderness. Because of the difficulty of accessing these areas, the irresponsible users tend to gravitate there. Problems with drinking alcohol while driving in these areas have increased dramatically over other more accessible areas. Water quality and sanitation remains a paramount concern at these locations. Users staying on the trail and using environmentally responsible practices is critical. The EDSO OHV Unit continues to provide education and enforcement in these areas.

2. Describe how the proposed Project relates to OHV Recreation and will sustain OHV Recreation, motorized off-highway access to non-motorized recreation, or OHV Opportunities associated with the Project Area:

As El Dorado County addresses the many issues on the Rubicon Trail and other OHV trails, law enforcement is one of the primary resources needed to bring resolution. Consistent effective law enforcement and education is critical to ensure that this great recreation area remains open to all users. The current project provides law enforcement accessibility and presence, even in the most remote areas of the Rubicon Trail Project and areas like the Barrett Lake Trail which had been closed due to misuse. The proposed project will add enforcement and education opportunities to OHV areas not usually patrolled like areas of the Lake Tahoe Basin which have very active environmental oversight. EDSO is the primary law enforcement agency in the project area and is responsible for all State and local law enforcement.

3. Describe the Applicant's formal or informal cooperation with other law enforcement agencies:

EDSO has an outstanding relationship with the USFS and California State Parks law enforcement. In past years, State Parks officers partnered with EDSO Deputies in an effort to increase the efficiency and effectiveness of law enforcement service on the trail. This year the EDSO OHV Unit Patrol Deputies will be coordinating enforcement efforts with State Parks Officers, USFS and now Placer County Sheriff's Office working overlapping patrol areas to provide the most thorough coverage possible. An MOU was signed by all involved agencies with jurisdiction throughout the trail to delineate responsibilities for law enforcement, education, natural resource management, and trail maintenance.

Law Enforcement - Page 2

4. Does the Applicant recover a portion of the law enforcement costs directly associated with privately sponsored OHV events where sponsors have obtained a local permit? Yes No

Explain:

Jeepers Jamboree contracts with EDSO for law enforcement services both on the trail and their private property during the two weekends each year the event is held. It is in addition to the resident Rubicon Patrol Deputies that continue their assignment to patrol the trail. The Jamboree is issued a parade permit and additional Deputies are assigned to the event and stay on site over the course of the two to four-day event periods.

5. The Applicant agrees to implement a public education program that includes information on safety programs available in the area and how to report OHV violations? Yes No

6. Describe the Applicant's OHV law enforcement training program including how the training program educates personnel to address OHV safety and natural and cultural resource protection:

EDSO, USFS, State Parks and the Placer County Sheriff's Office hold several meetings throughout the year to discuss violations, issues and challenges encountered on the trail. We exchange information and ideas to improve our effectiveness. Each agency brings a different perspective to the table. This collaborative approach has proven to be very beneficial to the program. Officers have to be creative and use unconventional approaches to law enforcement in this unique and remote patrol environment. The sharing of these tactics and various approaches serves not only to improve the individual officers but to strengthen public perception and support of the program.

Assigned deputies attend a day of training in OHV laws sponsored by the OHMVR in addition to ongoing skills training with the OHV Unit Supervisor in the field. Safety for the officers, as well as trail users, is paramount. Natural resource protection is emphasized as a priority of the assignment which is reinforced repeatedly.

Law Enforcement - Page 3

7. Is the proposed project in accordance with local or federal plans and the OHMVR Division Strategic Plan? Yes No
8. LOCAL AGENCIES ONLY - Describe the Applicant's policies and/or agreements regarding enforcement on federal land:
El Dorado County has an MOU with the USFS for patrols on Forest Service property. Additionally, EDSO entered into an MOU with USFS, State Parks, and DOT to facilitate the improvement, management, and operation of the Rubicon Trail for OHV recreational use and to ensure the Rubicon Trail and surrounding public lands remain available for long-term sustainable, ecologically balanced recreational use.
9. COUNTIES ONLY - Describe how the OHV in-lieu of tax funds are being used and whether the use of these fees complements the Applicant's project:
El Dorado County uses the OHV in-lieu funds for the matching portion of other OHV grants.

Law Enforcement - Page 4

10. APPLICANTS WHO MANAGE OHV RECREATION FACILITIES – Describe how your organization is meeting its operation and maintenance needs:
N/A
11. The Applicant agrees to enforce the registration of OHVs and the other provision of Division 16.5 commencing with Section 38000 of the vehicle code and to enforce other applicable laws regarding the operation of OHVs? Yes No

Project Cost Estimate

FOR OFFICE USE ONLY:		Version # _____	APP # 702681
APPLICANT NAME :	El Dorado County Sheriff's Department		
PROJECT TITLE :	Law Enforcement	PROJECT NUMBER (Division use only) :	G15-03-07-L01
PROJECT TYPE :	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Development	<input type="checkbox"/> Restoration <input type="checkbox"/> Ground Operations	<input type="checkbox"/> Education & Safety <input type="checkbox"/> Planning <input type="checkbox"/> Acquisition
PROJECT DESCRIPTION :	<p><u>HISTORY:</u></p> <p>This proposed project is for El Dorado County Sheriff's Office (EDSO) to provide law enforcement services to the OHV trail systems and 4x4 trails in the County. For the past 15 seasons, the Rubicon Trail has been our primary focus for enforcement and education. This trail is located between Georgetown, California and Tahoma (Lake Tahoe) in the California Counties of El Dorado and Placer. The Rubicon is generally accepted to be the first, the oldest and the most renowned recreational off-highway vehicle (OHV) trail in the United States. It is also considered one of the top ten four-wheeling destinations in the world. The portion of the Rubicon Trail within El Dorado County is a designated unpaved county road that is bordered by both United States Forest Service (USFS) and private properties. The Rubicon Trail is a legal easement through the El Dorado National Forest. It has received a significant level of attention from various user groups, the State Water Resources Board, and environmental conservation interests over the last several years.</p> <p><u>COUNTY 4x4 TRAIL SYSTEM:</u></p> <p>The county has several off-road opportunities in the form of OHV trail systems in the north end of the county, the south end as well as the Lake Tahoe Basin. El Dorado County Sheriff's Office has the opinion that these areas of our county are our responsibility and we are the only agency with the vehicles capable of patrolling or responding to those areas. EDSO is now equipped with two (2) Jeep Wranglers that allow us to cover more areas at the same time. In 2015, we added patrols to the Barrett Lake 4x4 Trail after its re-opening and the OHV trails in the Lake Tahoe Basin. We saw a favorable response to us patrolling these areas. The Rock Creek OHV trail system and the Elkins Flat / Gold Note OHV trail system are primarily covered by the US Forest Service but we are available to respond there if necessary. The USFS still does not have State peace officer powers in El Dorado County so there is always potential for an EDSO OHV Unit response.</p> <p><u>ENFORCEMENT:</u></p> <p>EDSO is the primary law enforcement agency in the project area and is responsible for all State and local law enforcement. EDSO works with the USFS enforcing federal laws such as trespass, fire permits, resource damage, etc. If State Parks cannot put staff on the trail, we will be the only Law</p>		

Project Cost Estimate for Grants and Cooperative Agreements Program - 2015/2016
 Agency: El Dorado County Sheriff's Department
 Application: Law Enforcement

9/1/2016

Enforcement agency capable of patrolling the Rubicon. While California Highway Patrol would normally be the primary agency to enforce vehicle code violations and investigate traffic accidents, they do not have the resources to access these off-road locations. Therefore, EDSO takes the lead role in traffic enforcement as well. El Dorado County has established a model OHV trail management and law enforcement program, setting an example throughout the State and Nation. Having this in mind, the project cost estimate includes a Sergeant 20 hours/wk all year to manage the program. The project costs cover two (2) full-time, dedicated Rubicon Deputies during the peak season (20 weeks) in one vehicle and two (2) additional Deputies on overtime (48 hours/mo for 20 weeks) covering the other OHV Trails in the second vehicle. In addition, the project costs also cover on-call and holidays such as Memorial Weekend, 4th of July and Labor Day weekends. There are also special events like International Sportsman's Expo, Red-Ribbon week, National Night Out, Jeepers Jamboree Events and others that require additional shifts.

FOCUS:

Deputies assigned to the OHV Unit focus enforcement efforts on violations that affect the health and safety of trail users, along with violations that impact the surrounding environment. EDSO, USFS, and California State Parks have entered into an MOU for law enforcement services on the Rubicon Trail. Deputies assist USFS, California State Parks, and the El Dorado County Department of Transportation (DOT) with educating the public about the history of the Rubicon Trail, rights of way, trespass issues, code violations, safety, sanitation, pollution, and resource conservation. EDSO Deputies will continue to inform and educate the public about responsible use of all of the OHV areas in the County.

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
DIRECT EXPENSES						
Program Expenses						
1 Staff						
1. Law Enforcement Officers Notes : LEO 1st Qtr: 7/1 - 9/30: 13 weeks x 40 x 1 Dep = 520 hours. 2nd/3rd Qtr: 10/1 - 3/30: 6 shifts x 12 hrs x 1 Dep = 72 hours. 4th Qtr: 4/1 - 6/30: 7 weeks x 40 hrs x 1 Dep = 280 hours. 872 hours x \$79.08 = \$68,958	872.0000	79.080	HRS	51,718.00	17,240.00	68,958.00
2. Sergeant Notes : Sergeant 1st Qtr: 7/1 - 9/30: 10 hrs per week = 130 hours 2nd Qtr: 10/1 - 12/31: 5 hrs per week = 65 hours	390.0000	92.830	HRS	27,153.00	9,051.00	36,204.00

Project Cost Estimate for Grants and Cooperative Agreements Program - 2015/2016
 Agency: El Dorado County Sheriff's Department
 Application: Law Enforcement

9/1/2016

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
3rd Qtr: 1/1 - 3/30: 5 hrs her week = 65 hours 4th Qtr: 4/1 - 6/30: 10 hrs per week = 130 hours 390 hours x \$92.83 = \$36,204						
3. Law Enforcement Officers Notes : LEO - Overtime 1st Qtr: 13 wks x 12 hrs: 156 hours 2 Holidays x 12 hrs x 2 Dep's: 48 hours Special Events/Details: 20 hours 2nd/3rd Qtr: Call-Outs / Special Events / Details: 40 hours 4th Qtr: 7 wks x 12 hrs: 84 hours 1 Holiday x 12 hrs x 2 Dep's: 24 hours Call-Outs / Special Events / Details: 20 hours Training: 1 day x 10 hrs x 10 Dep's: 100 hours 492 hours x \$73.81 = \$36,315	48.2300	73.810	HRS	2,670.00	890.00	3,560.00
Total for Staff				81,541.00	27,181.00	108,722.00
2 Contracts						
3 Materials / Supplies						
4 Equipment Use Expenses						
5 Equipment Purchases						
6 Others						
Total Program Expenses				81,541.00	27,181.00	108,722.00
TOTAL DIRECT EXPENSES				81,541.00	27,181.00	108,722.00
INDIRECT EXPENSES						
Indirect Costs						
1 Indirect Costs						
Total Indirect Costs				0.00	0.00	0.00

Project Cost Estimate for Grants and Cooperative Agreements Program - 2015/2016
 Agency: El Dorado County Sheriff's Department
 Application: Law Enforcement

9/1/2016

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
TOTAL INDIRECT EXPENSES				0.00	0.00	0.00
TOTAL EXPENDITURES				81,541.00	27,181.00	108,722.00

Project Cost Summary for Grants and Cooperative Agreements Program - 2015/2016
 Agency: El Dorado County Sheriff's Department
 Application: Law Enforcement

9/1/2016

	Category	Grant Req.	Match	Total	Narrative
DIRECT EXPENSES					
Program Expenses					
1	Staff	81,541.00	27,181.00	108,722.00	
2	Contracts	0.00	0.00	0.00	
3	Materials / Supplies	0.00	0.00	0.00	
4	Equipment Use Expenses	0.00	0.00	0.00	
5	Equipment Purchases	0.00	0.00	0.00	
6	Others	0.00	0.00	0.00	
Total Program Expenses		81,541.00	27,181.00	108,722.00	
TOTAL DIRECT EXPENSES		81,541.00	27,181.00	108,722.00	
INDIRECT EXPENSES					
Indirect Costs					
1	Indirect Costs	0.00	0.00	0.00	
Total Indirect Costs		0.00	0.00	0.00	
TOTAL INDIRECT EXPENSES		0.00	0.00	0.00	
TOTAL EXPENDITURES		81,541.00	27,181.00	108,722.00	

Environmental Review Data Sheet (ERDS)

FOR OFFICE USE ONLY:	Version # _____	APP # 702681
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ITEM 1 and ITEM 2

ITEM 1

- a. ITEM 1 - Has a CEQA Notice of Determination (NOD) been filed for the Project? Yes No

ITEM 2

- b. Does the proposed Project include a request for funding for CEQA and/or NEPA document preparation prior to implementing the remaining Project Deliverables (i.e., is it a two-phased Project pursuant to Section 4970.06.1(b)) Yes No

ITEM 3 - Project under CEQA Guidelines Section 15378

- c. ITEM 3 - Are the proposed activities a "Project" under CEQA Guidelines Section 15378? Yes No
- d. The Application is requesting funds solely for personnel and support to enforce OHV laws and ensure public safety. These activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "Project" under CEQA. Yes No
- e. Other. Explain why proposed activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and are thus not a "Project" under CEQA. DO NOT complete ITEMS 4 – 10.

ITEM 4 - Impact of this Project on Wetlands

ITEM 5 - Cumulative Impacts of this Project

ITEM 6 - Soil Impacts

ITEM 7 - Damage to Scenic Resources

ITEM 8 - Hazardous Materials

Is the proposed Project Area located on a site included on any list compiled pursuant to Section 65962.5 of the California Government Code (hazardous materials)? Yes No

If YES, describe the location of the hazard relative to the Project site, the level of hazard and the measures to be taken to minimize or avoid the hazards:

ITEM 9 - Potential for Adverse Impacts to Historical or Cultural Resources

Would the proposed Project have potential for any substantial adverse impacts to historical or cultural resources? Yes No

Discuss the potential for the proposed Project to have any substantial adverse impacts to historical or cultural resources:

ITEM 10 - Indirect Significant Impacts

CEQA/NEPA Attachment

General Application Requirements

FOR OFFICE USE ONLY:	Version # _____	APP # 702680
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Agency Information

1. Agency Information

- a. Agency Name El Dorado County Sheriff's Department
- b. Organizational Unit
- c. Address 300 Fair Lane
- d. Address 2
- e. City Placerville State CA Zip 95667
- f. Federal ID Number 94-6000511 Reference No.
- g. Agency fiscal year (beginning month and day) July-01
- h. Agency Type
 - City County
 - U.S. Forest Service U.S. Forest Service - Patrol District
 - U.S. Bureau of Land Management Other Federal Agency
 - Federally Recognized Native American Tribe Educational Institution
 - Nonprofit Organization - 501(c)(3) status only State Agency
 - District

2. Project Information

- a. Project Name General Application Requirements
- b. Is implementing agency same as Agency Yes No
- c. Implementing Agency Name
- d. Amount of Funds Requested Project Cost

Project Request(s) Summary

#	Project Type	Project Title	Grant Request	Match	Total Project Cost

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APP # 702680

3. Contact

a. Authorized Representative

Name Jon DeVille
Title Financial Officer
Mailing Address 300 Fair Lane
City Placerville State CA Zip 95667
Telephone (530) 621-5691 Fax (530) 642-9473
E-mail Address devillej@edso.org

b. Project Administrator

Name Alison Winter
Title Grants Manager
Mailing Address 300 Fair Lane
City Placerville State CA Zip 95667
Telephone (530) 621-5690 Fax
E-mail Address wintera@edso.org

Location Map

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- A. **Location Map**
Attachments:

[Location Map](#)

Equipment Inventory

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A. Equipment Inventory

Has your agency purchased any Equipment with OHV Trust Funds within the last five (5) Yes No years?

#	Item Description	Make	Model	Model Year	Vehicle Identification Number (VIN) or Serial Number	Project Agreement Number
1	Satellite Phone	Iridium	Extreme	2,013	NA	G11-03-07-L01
2	Trailer	NA	NA	2,014	4P2UB16273U04167-2	G13-03-07-L01

Habitat Management Program (HMP)

FOR OFFICE USE ONLY:

Version # _____

APP # 702680

PART 1 - DETERMINE THE NEED FOR FULL HABITAT MANAGEMENT PROGRAM (HMP)

All Applicants submitting Projects involving Ground Disturbing Activities are subject to HMP requirements. The HMP must cover the combined Project Area of all proposed Projects with Ground Disturbing Activities.

Applicants able to certify that none of the proposed activities listed in the Application in areas open to legal OHV Recreation contain any risk factors to special-status species and/or sensitive habitats shall submit only HMP Part 1. Applicants who cannot certify that the proposed activities listed in the Application in areas open to legal OHV Recreation do not contain any risk factors to special-status species and/or sensitive habitats shall submit HMP Parts 1 and 2.

1. Do any of your proposed projects involve Ground Disturbing Activities? (If you checked Yes No YES, complete #2. If you checked NO, stop here.)
2. Can the Applicant certify that none of the proposed Projects with Ground Disturbing Activities in areas open to legal OHV Recreation contain any risk factors to special-status species and/or sensitive habitats? (If you checked YES, stop here. If you checked NO, continue (complete HMP PART 2.)) Yes No

PART 2 - HABITAT MANAGEMENT PROGRAM (HMP)

PART 2 - HABITAT MANAGEMENT PROGRAM (HMP) - Additional attachments (large size)

- i. Attachment 1
- ii. Attachment 2
- iii. Attachment 3
- iv. Attachment 4
- v. Attachment 5

Soil Conservation

FOR OFFICE USE ONLY:

Version # _____

APP # 702680

PART 1 - DETERMINE THE NEED FOR FULL SOIL CONSERVATION PLAN (SCP)

All Applicants submitting Projects involving Ground Disturbing Activities shall submit a Soil Conservation Plan (SCP) that achieves the Soil Conservation Standard with regard to the proposed Project(s). The SCP must cover the combined Project Area of all proposed Projects with Ground Disturbing Activities.

Applicants able to certify that none of the proposed activities listed in the Application in areas open to legal OHV Recreation have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability, shall submit SCP Part 1.

Applicants who cannot certify that the proposed activities listed in the Application in areas open to legal OHV Recreation have no potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability shall submit SCP Parts 1 and 2.

Can the Applicant certify that none of the proposed Projects with Ground Disturbing Activities in areas open to legal OHV Recreation have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability? (If you checked YES, you are done with the SCP)

Yes No

PART 2 - SOIL CONSERVATION PLAN

Public Review Process

FOR OFFICE USE ONLY:

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APP # 702680

A. Public Notification Efforts

(Check all that apply)

- Notice to interested person(s) (Enter date in mm/dd/yyyy format)
- Published on Applicant's website (Enter date in mm/dd/yyyy format) [01/27/2016]
- Published in local newspaper
- News release issued
- Public meeting(s)/hearing(s) held

B. Public Comments

Only one public comment was received and stated that they don't believe OHV funds should be used for law enforcement purposes.

C. Application Development as a result of Public Comments

- a. Were changes made to the Application as a result of public comments? Yes No
- b. Describe how public comments affected the Application

Certifications

FOR OFFICE USE ONLY:

Version # _____

APP # 702680

1. Applicant Certifications

A. General Conditions

- A. The Applicant hereby certifies, under the penalty of perjury, compliance with the following terms and conditions:
1. If the Project involves a Ground Disturbing Activity, the Applicant agrees to monitor the condition of soils and wildlife in the Project Area each year in order to determine whether the soil conservation standard adopted pursuant to Public Resource Code (PRC), Section 5090.35 and the HMP prepared pursuant to Section 5090.53(a) are being met.
 2. If the Project involves a Ground Disturbing Activity, the Applicant agrees that, whenever the soil conservation standard adopted pursuant to PRC Section 5090.35 is not being met in any portion of a Project Area, the recipient shall close temporarily that noncompliant portion, to repair and prevent accelerated erosion, until the same soil conservation standard adopted pursuant to PRC Section 5090.35 is met.
 3. If the Project involves a Ground Disturbing Activity, the Applicant agrees that, whenever the HMP prepared pursuant to PRC Section 5090.53(a) is not being met in any portion of a Project Area, the recipient shall close temporarily that noncompliant portion until the same HMP prepared pursuant to PRC Section 5090.53(a) is met.
 4. The Applicant agrees to enforce the registration of off-highway motor vehicles and the other provisions of Division 16.5 (commencing with Section 38000) of the Vehicle Code and to enforce the other applicable laws regarding the operation of off-highway motor vehicles.
 5. The Applicant agrees to cooperate with appropriate law enforcement entities to provide proper law enforcement at and around the Facility.
 6. The Applicant's Project is in accordance with local or federal plans and the strategic plan for OHV Recreation prepared by the OHMVR Division.

B. Programmatic Conditions

- B. The Applicant must describe the following programmatic conditions:
1. Identify the potential for the facility to reduce illegal and unauthorized OHV Recreation activities in the surrounding areas:
 2. Describe how the Applicant is meeting the operations and maintenance needs of any existing OHV Recreation Facility under its jurisdiction:

C. Fee Collection

Describe how fees collected pursuant to Section 38230 of the Vehicle Code (in-lieu funds) are utilized and whether the fees complement the Applicant's proposed Project:

D. Compliance with PRC 5090.50(b)(1)(C)

Projects within the O&M category that affect lands identified as inventoried roadless areas by the U.S. Forest Service, are compliant with PRC 5090.50(b)(1)(C). Yes No

2. Governing Body Resolution

Attachments:

[Resolution](#)

Certification – Required Documents

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1. **Written Permission with Land Manager**
2. **Verification of Nonprofit 501(c)(3) Status**
3. **Nonprofit's IRS Form 990 or equivalent**

Attachments Index

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#	Section	Title	File Name
1	Location Map	Location Map	LocationMap.docm
2	Certifications	Resolution	BOS Reso.pdf