

### PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G16-03-06-G01      PROJECT TYPE: Ground Operations

GRANTEE: El Dorado County CAO

PROJECT TITLE: Ground Operations

PROJECT PERFORMANCE PERIOD: FROM **09/01/2017** THROUGH **08/31/2018**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$428,458.00** (Four Hundred Twenty Eight Thousand Four Hundred Fifty Eight 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: C32-27-182		VENDOR NUMBER: 4000000053-05		FUND: Off-Highway Vehicle Trust Fund
INDEX: 1550	OBJECT CODE: 702	PCA: 62671	CONTRACT AMOUNT: 428,458.00	APPROPRIATION: Local Assistance
ITEM: 3790-101-0263		CHAPTER: 10/15	STATUTE: 2015	FISCAL YEAR: 2017/2018

*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 - 2016/2017  
Agency: El Dorado County CAO  
Application: Ground Operations**

<b>APPLICANT NAME :</b>	El Dorado County CAO		
<b>PROJECT TITLE :</b>	Ground Operations	<b>PROJECT NUMBER (Division use only) :</b>	G16-03-06-G01
<b>PROJECT TYPE :</b>	<input type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input checked="" type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
<b>PROJECT DESCRIPTION :</b>	<p>The project consists of OHV related Ground Operations on the Rubicon Trail within the jurisdiction of El Dorado County. Project activities include, but are not limited to, trail maintenance, trail monitoring, cleaning out and measuring sediment in energy dissipaters, rock line ditches, rolling dips as necessary modifying Best Management Practices as needed, and putting in place a contract with a commercial company for restroom maintenance and pumping.</p> <p>The project may also include the purchase of materials, supplies and equipment as outlined in the cost estimate.</p> <p>The project will also include activities that conform with the El Dorado County CAO's Soil Conservation Plan and Habitat Management Plan (HMP). A Soil Conservation Standard Compliance Report and results of the HMP shall be provided to the OHMVR Division at the conclusion of the project.</p> <p>The grantee is required to provide a minimum of 26% of the total project cost in matching funds.</p>		

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
<b>DIRECT EXPENSES</b>							
<b>Program Expenses</b>							
<b>1</b>	<b>Staff</b>						
	1. Sr Engineering Tech Notes : This position is responsible for the field work and documentation on the trail. This position does the monthly monitoring and evaluation Dec-June as the easement agreement identifies. This position works with the adopt a trail and volunteer groups to ensure that maintenance activities are completed by Oct.	1666.00 00	42.000	HRS	69,972.00	0.00	69,972.00

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Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
and the trail is ready for winter. The increase is based on time accounting and actuals.						
2. Volunteer Notes : Volunteer's help with logistics, weekend projects, such as rock slope protection or area's that only hand work can accomplish the task. Example: DOT was unable to access Postpile with equipment, FOTR volunteers installed the BMP's to this area with handcrews on two weekend work parties.	940.000 0	25.000	HRS	0.00	23,500.00	23,500.00
3. DOT Engineering-Design Notes : This position designed he BMP's that were installed and provides detail documentation as to what actually was installed and locations of the BMP's. This position has responsibility of the database that was designed for the Rubicon Trail. This database keeps all the information on the rock amounts, sediment, BMP's, bridge information, adopt a trail information by year. This position will calculate the amount of rock that need to be	261.500 0	87.940	HRS	21,326.00	1,670.00	22,996.00

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transported to the two location and document in the database. Hourly rate of \$87.94 x estimated 261.5 hours equals \$22,996.						
4. Project Coordinator Notes : This charge is for Vickie Sanders who coordinates with the volunteers. This position will coordinate the materials, schedule work and supplies for employees. This employee is on the ground on site providing direction, inspections and coordination of all work activities. These employees will live on the trail while these projects are completed because of the location.	70.5700	139.000	HRS	0.00	9,809.00	9,809.00
<b>Total for Staff</b>				91,298.00	34,979.00	126,277.00
<b>2 Contracts</b>						
1. Restroom Pumping by commercial company Notes : There are two vault toilets and a 2,000 gallon septic tank that need to be pumped by a commerical hauler.	3.0000	1000.000	EA	3,000.00	0.00	3,000.00
2. Restroom Cleaning Notes : 12 restroom locations at \$60 per site per month for May through October	6.0000	720.000	MOS	4,320.00	0.00	4,320.00
3. Restroom Pumping by RTF Notes : 10 sites for pumping at \$350 for six	6.0000	3500.000	MOS	21,000.00	0.00	21,000.00

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	<b>Line Item</b>	<b>Qty</b>	<b>Rate</b>	<b>UOM</b>	<b>Grant Req.</b>	<b>Match</b>	<b>Total</b>
	months. There are portable units along the trail that a commercial pumper cannot access. Rubicon Trail Foundation have a Unimog with a septic pumper that can travel the trail. It services the units and dumps the waste into the septic tank that is then serviced by the commercial pumper. This rate is the same as last year.						
	4. Helicopter Servcies Notes : Match will come from county SMUD funds as the dollar match. There is no in-kind match associated with this.	1.0000	300000.000	EA	220,000.00	80,000.00	300,000.00
	5. California Conservation Corps Notes : Match will come from SMUD funds as a dollar match. There is no in-kind match associated with this.	1.0000	44000.000	MOS	24,000.00	20,000.00	44,000.00
<b>Total for Contracts</b>					272,320.00	100,000.00	372,320.00
<b>3</b>	<b>Materials / Supplies</b>						
	1. Rock, Rip, Rap	1.0000	10000.000	EA	0.00	10,000.00	10,000.00
	2. Rebar	45.0000	6.990	EA	0.00	315.00	315.00
	3. 1/2 TN Boulder	50.0000	50.000	EA	0.00	2,500.00	2,500.00
	4. 10"-12" Dia 10 ft. logs	10.0000	150.000	EA	0.00	1,500.00	1,500.00
<b>Total for Materials / Supplies</b>					0.00	14,315.00	14,315.00
<b>4</b>	<b>Equipment Use Expenses</b>						
	1. Refuse Dumpster	4.0000	600.000	MOS	2,400.00	0.00	2,400.00

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Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
2. Mini Excavator Notes : Mini Excavator used for grinding/breaking rocks, in particular at the "stair steps"	0.5000	5000.000	MOS	0.00	2,500.00	2,500.00
3. 4x4 Pickup Notes : This rate is based on the charges from Fleet to the department	1.0000	3750.000	MOS	0.00	3,750.00	3,750.00
4. Dump Truck	1.0000	840.000	MOS	840.00	0.00	840.00
5. As Needed Misc Equipment Rental Notes : Rental of excavator and skid steer used for installation of BMP's	1.0000	5000.000	MOS	0.00	5,000.00	5,000.00
6. Razor Notes : This is for minor maintenance and fuel only.	5.0000	250.000	MOS	1,250.00	0.00	1,250.00
7. Jeep Notes : This is for minor maintenance and fuel only. With the purchase of the jeep we do not have experience in what the costs will be to maintain.	15.0000	250.000	DAY	3,750.00	0.00	3,750.00
8. Trailers Notes : This is for minor maintenance, tires and straps only. A use fee is not attached to these amounts.	2.0000	800.000	EA	1,600.00	0.00	1,600.00
<b>Total for Equipment Use Expenses</b>				9,840.00	11,250.00	21,090.00
<b>5</b>	<b>Equipment Purchases</b>					
<b>6</b>	<b>Others</b>					
<b>Total Program Expenses</b>				373,458.00	160,544.00	534,002.00

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	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
<b>TOTAL DIRECT EXPENSES</b>					373,458.00	160,544.00	534,002.00
<b>INDIRECT EXPENSES</b>							
<b>Indirect Costs</b>							
<b>1</b>	<b>Indirect Costs</b>						
	1. Indirect Costs- Contracts, accounting services, travel	1.0000	55000.000	EA	55,000.00	0.00	55,000.00
<b>Total Indirect Costs</b>					55,000.00	0.00	55,000.00
<b>TOTAL INDIRECT EXPENSES</b>					55,000.00	0.00	55,000.00
<b>TOTAL EXPENDITURES</b>					<b>428,458.00</b>	<b>160,544.00</b>	<b>589,002.00</b>
<b>TOTAL PROJECT AWARD</b>					<b>428,458.00</b>		

## **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.