PROJECT AGREEMENT

PROJECT AGR	EEMENT NUMBER: G	i14-03-07-L01	PROJECT TY	YPE: Law Enforce	ment		
GRANTEE: EI D	orado County Sheriff's	Department					
PROJECT TITLE	E: Law Enforcement						
PROJECT PER	FORMANCE PERIOD	: FROM 07/08/20	15 THROUGH	07/07/2016			
	DUNT PAYABLE SHAL teen and 00/100)	L NOT EXCEED	\$117,617.00 (C	 One Hundred Seve	enteen Thousand Six		
					California, acting by and on Division and Grantee.		
Off-Highway Mo	•	3 and the Califor	nia Code of Re	egulations, Divisio	Grantee's Application, the n 3, Chapter 15, Sections		
are made a part ATTAC	eto agree to comply wi of the Project Agreem CHMENT 1 - PROJECT CHMENT 2 - GENERAL	nent. COST ESTIMAT		ne following attach	ments which by referenc		
	GRANTEE			STATE OF CA	ALIFORNIA		
AUTHORIZE	D SIGNATURE:		AUTHORIZ	ED SIGNATURE:			
AUTHORIZE	D NAME:		AUTHORIZ	ED NAME: Sixto	I. Fernandez		
TITLE:			TITLE: Gra	TITLE: Grants Manager			
DATE:			DATE:				
j	CERTIFI	CATION OF FUN	DING (FOR ST	TATE USE ONLY)			
CONTRACT		VENDOR NUM		FUND:			
	32-27-094	40000	000053-06		way Vehicle Trust Fund		
INDEX:	OBJECT CODE:	PCA:		T AMOUNT:	APPROPRIATION:		
	702	62671 CHAPTER:	STATUTE:	7,617.00	Local Assistance FISCAL YEAR:		
1550		ORAFIEM:	J SIMIUIE:		I ISOAL TEAR.		
1 <u>550</u> ITEM:	0-101-0263	10/15		2015	2015/2016		
1550 ITEM: 379	0-101-0263	10/15	nd funda ara avai	2015	2015/2016		
1550 ITEM: 379 I hereby certify up	0-101-0263 oon my own personal kno OF DPR ACCOUNTIN	wiedge that budgete	ed funds are avai				

Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015 Agency: El Dorado County Sheriff's Department Application: Law Enforcement

APF NAI	PLICANT ME:	El Dorado C	ounty Sher	iff's Departmen	t				
PRO TITI	DJECT .E :	Law Enforce	ment			וטא	DJECT MBER ision use ():	G14-0	3-07-L01
PRO	DJECT PE:	Law Enfo		Restoration Ground Ope	rations	Education Planning	& Safety	□ Acqu	uisition
	OJECT SCRIPTION :	the El Dorad patrol, barrie purchase of	io County S er installatio equipment	le for OHV relat Sheriff's Depart on, maps, and s , materials and	ment. Ti earch a or supp	he activities mand rescue. The	ay include e project n lated to su	, but are nay also ch activ	e not limited to o include the rities.
		funds.							
	Line Item		Qty	Rate	UOM	Grant Re	q.	Match	Total
	ECT EXPENS								
1	Staff								
	1. Law Enfor Officers Notes: 1st 0 9/30: 13 wee Dep's = 104 2nd/3rd Qtr: 6 shifts x 12 Dep's = 144 Qtr: 4/1 - 6/3 x 40 hrs x 2 hours. 1744 \$73.39 = \$13	Qtr: 7/1 - eks x 40 x-2 0 hours. 10/1 - 3/30: hrs x 2 hours. 4th 60: 7 weeks Dep's = 560 hours x	1500.500	73.390	HRS	82,590.0	00 27,	532.00	110,122.00
	2. Sergeant Notes: 1st 0 9/30: 20 hrs 260 hours 2nd Qtr: 10/ hrs per weel hours 3rd Qtr: 1/1 hrs her weel hours 4th Qtr: 4/1	per week = 1 - 12/31: 20 c = 260 - 3/30: 20 c = 260	530.5000	88.040	HRS	35,027.0	00 11,	678.00	46,705.00

Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015 Agency: El Dorado County Sheriff's Department Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Tota
	hrs per week = 260						
	hours						
	1040 hours x \$88.04 =						
	\$91,561						
Tota	al for Staff				117,617.00	39,210.00	156,827.00
2	Contracts						
3	Materials / Supplies			-			
4	Equipment Use Expenses	5					
5	Equipment Purchases						
6	Others						
Tota	al Program Expenses				117,617.00	39,210.00	156,827.00
TOT	AL DIRECT EXPENSES				117,617.00	39,210.00	156,827.00
INDI	RECT EXPENSES						
Indi	rect Costs						
1	Indirect Costs						
Tota	al Indirect Costs				0.00	0.00	0.00
TOT	AL INDIRECT EXPENSES				0.00	0.00	0.00
TOT	AL EXPENDITURES	<u>.</u>			117,617.00	39,210.00	156,827.00
TOT	AL PROJECT AWARD		-		117.617.00	-	

TOTAL PROJECT AWARD 117,617.00	
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Project Agreement General Provisions (Local Agencies Only)

A. Definitions

- 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.
- 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.
- The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

 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.

- 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:

 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

- 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.

- 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.

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

- 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

- 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.
- 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

- 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.
- 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

- 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.
- 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.

1. Nondiscrimination

- 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.
- 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.
- 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

 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

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.

Law Enforcement			
FOR OFFICE USE ONLY:	Version #	APP # 702150	

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 14 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.

EXPANSION:

During a meeting with OHVMR grant staff, we were encouraged to expand our program beyond just the Rubicon Trail. 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 those areas. EDSO also received a generous donation this year from the Jeep Corporation in the form of a new Jeep Rubicon Wrangler. With this addition to the OHV fleet, it is our intention to expand our program to include the Barrett Lake Trail, OHV trails in the Lake Tahoe Basin, the Rock Creek OHV trail system and the Elkins Flat / Gold Note OHV trail system. These areas would be patrolled with the second Jeep on a rotational or on an as needed basis. In regards to the Barrett Lake Trail, it is located near the Rubicon Trail in El Dorado County but has been closed for several years due to environmental concerns. This year the trail will be open again and it attracts several OHV users as an alternate to the Rubicon Trail. The Rock Creek and Elkins Flat / Gold Note OHV trail systems have gone without any patrols or enforcement mostly due to lack of staffing. The USFS has been the closest law enforcement to these trail systems but they do not have State peace officer powers in El Dorado County. A Sheriff's Office patrol Jeep is the best solution.

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 (40 hours/wk for 20 weeks) covering the other OHV Trails in the second vehicle. During this time of drought, EDSO is seeing an extension in the off-road season due to the lack of snow. We are finding users on the trail year-around at this time. In addition, the project costs also cover on-call and holidays such as Memorial Weekend, 4th of July and Labor Day weekends. There are additional special events like Red-Ribbon week, National Night Out, and Jeepers Jamboree 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 closes 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 8,879 users and 4,199 vehicles over 16 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. This would be the first time EDSO has been able to dedicate any patrols to this area.

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. This would be the first time EDSO has been able to dedicate any patrols to this area.

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. The trails located here are not extreme 4x4 trails but would still require the Sheriff's OHV Unit 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 40 hrs/wk each of those same weekends to patrol the Barrett Lake Trail, the trail systems at Rock Creek, Elkins Flat / Gold Note and in the Lake Tahoe Basin.

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 Outdoor 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 Deputy to two full time Deputies. This year, we plan on increasing staffing to four seasonal Deputy positions. Two will be dedicated to the Rubicon Trail and two to the other OHV areas. It is important that Deputies are doubled-up to ensure officer safety during enforcement activities due to the extremely extended response time of backup. In the case of the Rubicon Trail Patrol Deputies, they would 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 to remain available at all times. The second pair of Deputies would operate a second Jeep to concentrate patrols in the OHV Trail systems, the Barrett Lake Trail on a rotational basis and to provide additional personnel on the Rubicon during heavy-use weekends.

Maintenance-intensive highly modified vehicles with trained operators are required to access the area with adequate staff and equipment to handle law enforcement tasks. EDSO is in the process of expanding the OHV Unit personnel to handle the additional patrol duties. The OHV Unit at EDSO has eight returning Deputies with experience to operate the specialized vehicles. The Unit is looking to train and add four more Deputies to the team to ensure adequate staffing. 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

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	☐ State Assembly 46	S ☐ Sta	ite Assembly 47	☐ State	Assembly 48	☐ State Assemi	bly 49 ☐ Stat	e Assembly 50
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Law Enforcement Needs for Grants and Cooperative Agreements Program - 2014/2015 9/18/2015 Agency: El Dorado County Sheriff's Department Application: Law Enforcement

37	38		39		40	
Congression 41	al District Cong 42	ressional District	☐Congressiona 43	l District	Congr	ressional District
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☐ Congression 53	al District					
D. County						
Select one or more applicable values)	e of the California Co	unties where the p	roposed project ac	tivities will	occur. (F	Please select
∏ Alameda	∏Alpine	☐ Amador	∏Butte	☐ Calave	eras	厂 Colusa
☐ Contra Costa	a ☐Del Norte	⊠ .El.Dorado	Fresno	🗔 Glenn		☐ Humboldt
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Los Angeles	∏.Madera	☐ Marin	∏·Mariposa	☐ Mendo	cino	Merced
∏ Modoc	☐ Mono	☐ Monterey	∏≀Napa	☐ Nevad	а	☐ Orange
Γ <u>i</u> Placer	∏Plumas	∏ Riverside	∏ ⊧Sacramento	F∓San Be	enito	∏San Bernardino
厂iSan Diego	San Francisco	San Joaquin	☐ San Luis Obispo	∏iSan M	ateo	☐ Santa Barbara
∏Santa Clara	∏ Santa Cruz	☐ Shasta	☐ Sierra	∏ Siskiyo	ou	☐ Solano
∏ Sonoma		∏, Sutter	∏Tehama	∏ Trinity		☐ Tulare
Tuolumne	[]Ventura	∏ Yolo	∏Yuba			

LE Certification for Grants and Cooperative Agreements Program - 2014/2015 Agency: El Dorado County Sheriff's Department Application: Law Enforcement

LE Certification

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Fall	FOR OFFICE USE ONLY:	Version #	APP # 702150	

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 Little Sluice and Buck Island; both 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.
- Describe how the proposed Project relates to OHV Recreation and will sustain OHV Recreation, motorized offhighway access to non-motorized recreation, or OHV Opportunities associated with the Project Area:
 - As El Dorado County addresses the many issues on the trail, 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 Area. The proposed project will add enforcement and education opportunities to OHV areas not previously patrolled. 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? (Please select Yes or 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.

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

	Natural resource protection is emphasized as a priority of the assignment which is reinforced repeatedly.
ı	_aw Enforcement - Page 3
7.	Is the proposed project in accordance with local or federal plans and the OHMVR Plans (Please select Yes or 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 this grant.
1	.aw 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? (Please select Yes or No)

Project Cost Estimate

	FOR OFFICE USE ONLY:	Version #	APP # 702150	
APPLICANT NAME :	El Dorado County Sheriff's Depa	rtment		
PROJECT TITLE :	Law Enforcement		PROJECT NUMBER (Division use only):	G14-03-07-L01
PROJECT TYPE	Law Enforcement	Restoration	Education & Safety	Acquisition
PROJECT TYPE :	Development	Ground Operations	Planning	
	County. For the past 14 seasons California and Tahoma (Lake Ta the most renowned recreational the world. The portion of the Rul Service (USFS) and private prop	s, the Rubicon Trail has been our primathoe) in the California Counties of El Doff-highway vehicle (OHV) trail in the loicon Trail within El Dorado County is perties. The Rubicon Trail is a legal ea	to provide law enforcement services to the Ol- ary focus for enforcement and education. Thi- orado and Placer. The Rubicon is generally a United States. It is also considered one of the a designated unpaved county road that is bord assement through the El Dorado National Fores and environmental conservation interests over	s trail is located between Georgetown, ccepted to be the first, the oldest and top ten four-wheeling destinations in dered by both United States Forest st. It has received a significant level of
PROJECT DESCRIPTION:	opportunities in the form of OHV Office has the opinion that these EDSO also received a generous fleet, it is our intention to expand the Elkins Flat / Gold Note OHV the Barrett Lake Trail, it is locate year the trail will be open again trail systems have gone without	trail systems in the north end of the contract areas of our county are our responsible donation this year from the Jeep Corplet our program to include the Barrett Lattrail system. These areas would be part of near the Rubicon Trail in El Dorado and it attracts several OHV users as a any patrols or enforcement mostly due	pand our program beyond just the Rubicon Tra- pounty, the south end as well as the Lake Taho bility and we are the only agency with the vehi coration in the form of a new Jeep Rubicon W ke Trail, OHV trails in the Lake Tahoe Basin, strolled with the second Jeep on a rotational of County but has been closed for several years in alternate to the Rubicon Trail. The Rock Cre to lack of staffing. The USFS has been the of County. A Sheriff's Office patrol Jeep is the b	be Basin. El Dorado County Sheriff's cles capable of patrolling those areas. rangler. With this addition to the OHV the Rock Creek OHV trail system and r on an as needed basis. In regards to a due to environmental concerns. This cek and Elkins Flat / Gold Note OHV closest law enforcement to these trail

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 (40 hours/wk for 20 weeks) covering the other OHV Trails in the second vehicle. During this time of drought, EDSO is seeing an extension in the off-road season due to the lack of snow. We are finding users on the trail year-around at this time. In addition, the project costs also cover on-call and holidays such as Memorial Weekend, 4th of July and Labor Day weekends. There are additional special events like Red-Ribbon week, National Night Out, and Jeepers Jamboree 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
DIREC	T EXPENSES					
Progra	am Expenses					
1	Staff					
	1. Law Enforcement Officers Notes: 1st Qtr: 7/1 - 9/30: 13 weeks x 40 x 2 Dep's = 1040 hours. 2nd/3rd Qtr: 10/1 - 3/30: 6 shifts x 12 hrs x 2 Dep's = 144 hours. 4th Qtr: 4/1 - 6/30: 7 weeks x 40 hrs x 2 Dep's = 560 hours. 1744 hours x \$73.39 = \$127,992	1500.5000	73.390 HRS	82,590.00	27,532.00	110,122.00
	2. Sergeant	530.5000	88.040 HRS	35,027.00	11,678.00	46,705.00

Page: 9 of 13

Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015 Agency: El Dorado County Sheriff's Department Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	Notes: 1st Qtr: 7/1 - 9/30: 20 hrs per week = 260 hours 2nd Qtr: 10/1 - 12/31: 20 hrs per week = 260 hours 3rd Qtr: 1/1 - 3/30: 20 hrs her week = 260 hours 4th Qtr: 4/1 - 6/30: 20 hrs per week = 260 hours 1040 hours x \$88.04 = \$91,561		Mag				
Total t	for Staff	Contract of			117,617.00	39,210.00	156,827.00
2	Contracts						
3	Materials / Supplies						
4	Equipment Use Expenses	itaj stajas j	12 44 17	gary "wa		THE RESERVE	
5	Equipment Purchases			The state of the s		THE STATE OF THE	
6	Others						31 Jan
Total I	Program Expenses		V. F. C.		117,617.00	39,210.00	156,827.00
TOTA	L DIRECT EXPENSES				117,617.00	39,210.00	156,827.00
	ECT EXPENSES						
INDIR							n n
	ct Costs	رم در در دای در					
Indire	Indirect Costs				TEL EXPLOS	de la talloga	11.7.11.20
Indire					0.00	0.00	0.00
Indired 1 Total I	Indirect Costs				0.00	0.00	0.00

_	6-4	Cront Box	Matab	Total	Narrative								
	Category	Grant Req.	Match	lotai	Narrative								
DIRECT EXPENSES													
Program Expenses													
1	Staff	117,617.00	39,210.00	156,827.00									
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		117,617.00	39,210.00	156,827.00									
TOTAL DIRECT EXPENSES		117,617.00	39,210.00	156,827.00									
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		117,617.00	39,210.00	156,827.00									

Environmental Review Data Sheet (ERDS)

		FOR OFFICE USE ONLY:	Version #	APP # 702150				
	ITEM 1 and	ITEM 2						
	ITEM 1							
a.		Has a CEQA Notice of Determelect Yes or No)	nination (NOD) been fi	led for the Project?	0	Yes	•	No
	ITEM 2							
b.	document	proposed Project include a re- preparation prior to implement sed Project pursuant to Section	nting the remaining Pr	oject Deliverables (i.e., is it	0	Yes	6	No
	ITEM 3 - Pro	oject under CEQA Guidelin	es Section 15378					
C.		Are the proposed activities a " elect Yes or No)	Project" under CEQA	Guidelines Section 15378?	C	Yes	6	No
d.	and ensure	cation is requesting funds sole e public safety. These activitie ent, or a reasonably foreseeat us not a "Project" under CEQ	es would not cause ar ble indirect physical ch	ny physical change in the nange in the environment	5 6	Yes	c	No
e.	foreseeabl	olain why proposed activities of le indirect physical change in ITEMS 4 – 10.	the state of the s					
	ITEM 4 - Im	pact of this Project on Wetl	ands					
	ITEM 5 - Cu	imulative Impacts of this Pr	roject					
	ITEM 6 - So	il Impacts						
	ITEM 7 - Da	mage to Scenic Resources						
	ITEM 8 - Ha	zardous Materials						
		posed Project Area located on 5962.5 of the California Gover 5 or No)			C	Yes	C	No
		scribe the location of the hazards:	manufacture and the second second	ect site, the level of hazard	and	the mea	asure	s to be
	ITEM 9 - Po	tential for Adverse Impacts	to Historical or Cult	ural Resources				
		proposed Project have poter or cultural resources? (Pleas	Strength (New York of the Strength of the Stre	I adverse impacts to	C	Yes	C	No
	Discuss th	ne potential for the proposed F	Project to have any su	bstantial adverse impacts to	hist	torical o	r culti	ural

ITEM 10 - Indirect Significant Impacts

CEQA/NEPA Attachment