

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: Transportation
 Dept. Contact: Tim Prudhel
 Phone: x5974
 Department Head
 Signature: *T. Prudhel (8-11-09)*
 Tim C. Prudhel
 Contract Services Officer

CONTRACTOR:

Name: State of CA - Dept of P&R
Off-Hwy Motor Veh Rec Div
 Address: 1725 23rd Street, Ste 200
Sacramento, CA 95816-7100
 Phone: 916-324-1574

CONTRACTING DEPARTMENT: Transportation

Service Requested: Grant Agreement for Ground Operations - Rubicon Trail

Contract Term: 1 year Contract Amount: \$ 39,000

Compliance with Human Resources Requirements? Yes: N/A No: _____

Compliance verified by: NA - Grant AGMT

COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: Disapproved: _____ Date: 8-11-09 By: *Cal/Com*
 Approved: _____ Disapproved: _____ Date: _____ By: _____

Please return directly to DOT upon approval.

Index Code: <u>306222</u>	User Code: <u>99418</u>
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RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 8/11/09 By: *MS*
 Approved: _____ Disapproved: _____ Date: _____ By: _____

RISK MANAGEMENT APPROVAL NOT REQUIRED

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract).

Department(s): _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____



July 8, 2009

Mr. Tom Celio
El Dorado County Department of Transportation
2441 Headington Rd
Placerville, CA 95667

Subject: El Dorado County DOT – Rubicon Trail Education, G08-03-06-S01

Dear Mr. Celio,

Enclosed are five (5) copies of the Project Agreement for the Off-Highway Motor Vehicle Recreation (OHMVR) project referenced above. Please have your authorized representative sign and date all copies of the Project Agreement and return four (4) with original signatures to my attention at the following address:

California Department of Parks and Recreation
Off-Highway Motor Vehicle Recreation Division
1725 23rd Street, Suite 200
Sacramento, California 95816-7100

Upon execution by the State, a fully executed copy of the Project Agreement will be sent to you for your files.

Accompanying the Project Agreement is a copy of the Project Cost Estimate and the General Provisions for your files. Please review the Project Agreement and General Provisions carefully. The information contained therein, combined with your application constitutes the binding terms of this agreement as it pertains to grant or cooperative agreement related responsibilities and formal accountability to the State of California.

It is important for you to note the following requirements:

- You are authorized to conduct work or encumber funds only during the project performance period as specified in the Project Agreement. Should the need arise for you to perform work beyond the project performance period; it is your responsibility to request a time extension prior to the expiration date of the project performance period.
- You may only submit payment requests for work or encumbrances that occurred during the project performance period as specified in the Project Agreement.

- All payment requests for reimbursement must be submitted to the OHMVR Division (Division) on a current Payment Request form (DPR 364) and accompanied by supporting documentation of the costs claimed.
- An initial payment request for an advance (e.g., proffer) must be submitted to the Division on a current Payment Request form (DPR 364) and accompanied by a summary list of proposed expenditures.

Note, pursuant to the Grants and Cooperative Agreement Program Regulations section 4970.23.1, generally advances are not allowed, however if extenuating circumstances exist, the Division may consider granting an advance.

To request an advance, the Grantee shall submit to the Division written justification explaining the need for the advance. The Division will provide written notification to the Grantee of approval/disapproval. Requests for an advance typically may not be more than half the total amount of the Grant and shall include a summary list of proposed expenditures.

For additional information regarding project administration procedures please reference the 2008 Grants and Cooperative Agreement Program Regulations section 4970.19 through 4970.24.

If you have questions, please contact me at (916) 324-1574 or by e-mail at dcanfield@parks.ca.gov.

Sincerely,



Dan Canfield
Grant Administrator
California State Parks
Off-Highway Motor Vehicle Recreation Division

Enclosure(s)

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G08-03-06-S01 PROJECT TYPE: Education & Safety

GRANTEE: El Dorado County Transportation Department

PROJECT TITLE: Education - Rubicon Trail Education/Public Outreach

PROJECT PERFORMANCE PERIOD: FROM 07/01/2009 THROUGH 06/30/2010

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$39,000.00** (Thirty Nine Thousand 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

The Grantee Officer or employee with responsibility for administering this Agreement is Tom Celio, Deputy Director of Maintenance and Operations, Department of Transportation, or successor.

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
AUTHORIZED NAME: James W. Ware, P. E.	AUTHORIZED NAME: Phil Jenkins
TITLE: Director of Transportation	TITLE: Chief, OHMVR Division
DATE:	DATE:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-08-013		VENDOR NUMBER: 3000000002-08		FUND: Off-Highway Vehicle Trust Fund	
INDEX: 1550	OBJECT CODE: 702	PCA: 62664	CONTRACT AMOUNT: 39,000.00	APPROPRIATION: Local Assistance	
ITEM: 3790-101-0263		CHAPTER: 268/08	STATUTE: 2008	FISCAL YEAR: 2009/2010	

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
Agency: El Dorado County Transportation Department
Application: Education - Rubicon Trail Education/Public Outreach**

APPLICANT NAME :	El Dorado County Transportation Department		
PROJECT TITLE :	Education - Rubicon Trail Education/Public Outreach	PROJECT NUMBER (Division use only) :	G08-03-06-S01
PROJECT TYPE :	<input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input checked="" type="checkbox"/> Education & Safety <input type="checkbox"/> Ground Operations <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Planning <input type="checkbox"/> Restoration		
PROJECT DESCRIPTION :	OHV Education/Outreach efforts to users of the Rubicon Trail. Activities include: 1. Conduct a market research focus group and prepare a report of findings 2. Volunteer training 3. Production of OHV education materials for kiosks, website and map/brochures.		

	Line Item	Qty	Rate	UOM	Grant Request	Match	Total
DIRECT EXPENSES							
Program Expenses							
1	Staff						
	Other-Admin Analyst - Contract Prep	40.000	66.900	HRS	0.00	2,676.00	2,676.00
	Other-Admin Analyst - Procurement	20.000	66.900	HRS	0.00	1,338.00	1,338.00
	Other-Admin Analyst - Contract Admin	24.000	66.900	HRS	0.00	1,606.00	1,606.00
	Other-Proj Mgr - Contract Mgmt	10.000	102.000	HRS	0.00	1,020.00	1,020.00
	Total for Staff				0.00	6,640.00	6,640.00
2	Contracts						
	Other-Consultant - Focus Group	60.000	130.000	HRS	7,800.00	0.00	7,800.00
	Other-Consultant - Graphic Design	90.000	130.000	HRS	11,700.00	0.00	11,700.00
	Other-Consultant - Volunteer Training	120.000	60.000		7,200.00	0.00	7,200.00
	Total for Contracts				26,700.00	0.00	26,700.00
3	Materials / Supplies						
	Other-Message Center Kiosk	1.000	8000.000	EA	8,000.00	0.00	8,000.00
	Other-Brochure/Map	50000.000	0.200	EA	4,000.00	6,000.00	10,000.00

ATTACHMENT 1

**Project Cost Estimate for
Agency: El Dorado County Transportation Department
Application: Education - Rubicon Trail Education/Public Outreach**

	Line Item	Qty	Rate	UOM	Grant Request	Match	Total
	Total for Materials / Supplies				12,000.00	6,000.00	18,000.00
4	Equipment Use Expenses						
5	Equipment Purchases						
6	Others						
7	Administrative Costs						
	Administrative Costs-Indirect	24.000	50.000	HRS	0.00	1,200.00	1,200.00
Total Program Expenses					38,700.00	13,840.00	52,540.00
TOTAL DIRECT EXPENSES					38,700.00	13,840.00	52,540.00
TOTAL EXPENDITURES					38,700.00	13,840.00	52,540.00

TOTAL PROJECT AWARD (Rounded to the nearest \$1000)	39,000.00
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ATTACHMENT 2

Project Agreement General Provisions (Local Agencies 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.

ATTACHMENT 2

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.

ATTACHMENT 2

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

ATTACHMENT 2

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.

ATTACHMENT 2

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.

FOR OFFICE USE ONLY

Version # _____

APP # _____

A. Statement of Activity or Product

This proposed application is for Education/Outreach to users of the Rubicon Trail, a 4-wheel drive route that is recognized as the premiere off-highway vehicle (OHV) route in the United States.

The initial activity that will be undertaken will be to prepare a contract with a consultant to update/enhance/expand the Rubicon Trail information currently available to the interested public, targeted primarily at Rubicon Trail users. The scope of this educational/outreach effort to include: 1) conduct a market research focus group of users/stakeholders and prepare a written report summarizing the findings and recommendations; 2) update existing and create new outreach materials to be presented to the public in the following media: a) outdoor kiosks, b) printed brochures/maps, and c) posted on the County's website. Following is more detail on each of these Education/Outreach activities:

1) Focus Group

Conduct a meeting with a focus group of users and stakeholders of the Rubicon Trail to determine what educational and informational materials would be most useful to trail users, and what method of providing that information would be most effective. Specifically, the following should be included in the inquiry with the focus group:

1.a) input on educational and informational materials currently available including brochures, existing kiosk and web site information.

1.b) input on enhancements to existing educational and informational materials and suggestions for additional materials.

1.c) suggestions for training topics for volunteer groups performing volunteer maintenance and stewardship work on the Rubicon Trail.

2) Focus Group Findings/Recommendations Report

Provide a report of the findings from the focus group meeting and recommendations for changes to be made to enhance the education/outreach efforts to the OHV trail users.

3) Design Educational Materials

Based on the focus group input and direction from El Dorado County, for a minimum of the following:

3.a) outdoor kiosk that has at least three display panels, approximately 48" x 48"

3.b) Tri-fold double-sided brochure

3.c) Textual and graphic information to be posted on the County website

3.d) Provide camera ready art for all deliverables to El Dorado County.

A secondary activity that will be undertaken will be to prepare a contract with a consultant to provide training to volunteers who are users and or stakeholder supporters of the Rubicon Trail. The scope of this training effort to include:

a) Collaborate with designated agencies to develop soil and water resource protection training topics and materials consistent with regulations in effect for the Rubicon Trail and adjacent territory

b) Attend several Rubicon Oversight Committee (ROC) meetings to garner input from trail users on training topics such as building water breaks, proper use of disposable commodes and "wag bags" and for feedback after each training session.

c) Conduct a field visit to assess the trail conditions and treatment options

c) Develop draft outline of training sessions for County approval; Finalize training outline/course content.

d) Conduct two (2) one day training sessions for volunteers performing maintenance and stewardship work on the Rubicon Trail.

e) Attend ROC meeting after each training session for feedback.

For this specific proposed Education application for the 2008-09 OHMVR funding cycle, the first training session is anticipated to be conducted in late Fall 2009 and the second in early Spring 2010.

B. Relation of Proposed Project to OHV Recreation

The proposed Education/Outreach Project will provide OHV Recreation users of the Rubicon Trail with updated information about the Trail such as a map of the trail showing the locations of the major staging areas/trailheads, campgrounds, restroom facilities/disposable sanitation kits, regulations, registration and vehicle code enforcement, required equipment. The information will be available to OHV trail users, conveniently posted in a weatherproof information kiosk near the Ellis Creek Crossing, as handout brochures also available at the information kiosk, and other points along the trail. The information will also be available 24-7, 365 days a year, posted on the County's public web site. The readily available trail information will hopefully provide answers to questions trail users may have, and will enhance the overall OHV Recreation experience.

The volunteer training will provide face-to-face contact with other trail users and interface with County trail maintenance staff and conservation/forestry experts, as well as other volunteers/support groups of the Rubicon Trail. The training will include soil and water resource topics such as erosion control treatments (e.g. how to build water breaks), proper use of disposable sanitary products (e.g. portable commodes/"wag bags"), and other topics to enhance and sustain OHV Recreation along the Rubicon Trail.

C. Identification of Needs

The proposed Education/Outreach Project will address the need for updated and enhanced information materials regarding the Rubicon Trail, targeted at trail users, with the tangent goals to enhance the OHV recreation experience, while also protecting the soil and water resources. This secondary goal will be achieved by educating trail users on the importance of staying on the trail, properly disposing of trash, oil spills and human waste.

There is a tremendous amount of trail maintenance work that is needed, and the County's maintenance labor and budget resources are constrained. The Rubicon Trail has several organizations that are strong supporters of the trail and have volunteers willing to work on the trail and outreach to trail users. The volunteer training will address the need for education on proper trail building techniques for erosion control treatments such as how to install water breaks and cross drains. Having volunteers properly trained on trail maintenance will leverage the County's maintenance resources, providing more manpower to the much needed trail maintenance work, thus sustaining the OHV recreation opportunities of the Rubicon Trail.

D. Location of Training Services

The volunteer training is proposed to be conducted at the El Dorado County Department of Transportation's Maintenance Facility located at 2441 Headinton Road, Placerville, CA 95667, in a meeting room that may accommodate about 50 people.

E. OHV Safety, Environmental Responsibility, and Respect Private Property

The proposed Project will include a training element that will educate volunteers on proper trail erosion control treatments such as building water breaks and cross drains, as well as proper disposal of human waste and oil spills. The training will also address the importance of staying on the trail and off private property.

Additional Documentation for Grants and Cooperative Agreements Program - 2008/2009 2/27/2009
Agency: El Dorado County Transportation Department
Application: Education - Rubicon Trail Education/Public Outreach

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APP # _____

1 Optional Project-Specific Application Documents

2 Optional Project-specific Maps

Attachments:

Rubicon Trail Education/Outreach Project Map

Project Cost Estimate for Grants and Cooperative Agreements Program - 2008/2009
 Agency: El Dorado County Transportation Department
 Application: Education - Rubicon Trail Education/Public Outreach

2/27/2009

FOR OFFICE USE ONLY:		Version # _____	APP # _____
APPLICANT NAME :	El Dorado County Transportation Department		
PROJECT TITLE :	Education - Rubicon Trail Education/Public Outreach		
PROJECT TYPE :	<input type="checkbox"/> Law Enforcement <input type="checkbox"/> Development	<input type="checkbox"/> Restoration <input type="checkbox"/> Ground Operations	<input checked="" type="checkbox"/> Education & Safety <input type="checkbox"/> Planning <input type="checkbox"/> Acquisition
PROJECT NUMBER (Division use only) :			
PROJECT DESCRIPTION :	<p>This proposed application is for Education/Outreach to users of the Rubicon Trail, a 4-wheel drive route that is recognized as the premiere off-highway vehicle (OHV) route in the United States.</p> <p>The initial activity that will be undertaken will be to prepare a contract with a consultant to update/enhance/expand the Rubicon Trail information currently available to the interested public, targeted primarily at Rubicon Trail users. The scope of this educational/outreach effort to include: 1) conduct a market research focus group of users/stakeholders and prepare a written report summarizing the findings and recommendations; 2) update existing and create new outreach materials to be presented to the public in the following media: a) outdoor kiosks, b) printed brochures/maps, and c) posted on the County's website. Following is more detail on each of these Education/Outreach activities:</p> <ol style="list-style-type: none"> 1) Focus Group Conduct a meeting with a focus group of users and stakeholders of the Rubicon Trail to determine what educational and informational materials would be most useful to trail users, and what method of providing that information would be most effective. Specifically, the following should be included in the inquiry with the focus group: <ol style="list-style-type: none"> 1.a) input on educational and informational materials currently available including brochures, existing kiosk and web site information. 1.b) input on enhancements to existing educational and informational materials and suggestions for additional materials. 1.c) suggestions for training topics for volunteer groups performing volunteer maintenance and stewardship work on the Rubicon Trail. 2) Focus Group Findings/Recommendations Report Provide a report of the findings from the focus group meeting and recommendations for changes to be made to enhance the education/outreach efforts to the OHV trail users. 3) Design Educational Materials Based on the focus group input and direction from El Dorado County, for a minimum of the following: <ol style="list-style-type: none"> 3.a) outdoor kiosk that has at least three display panels, approximately 48" x 48" 3.b) Tri-fold double-sided brochure 3.c) Textual and graphic information to be posted on the County website 3.d) Provide camera ready art for all deliverables to El Dorado County. <p>A secondary activity that will be undertaken will be to prepare a contract with a consultant to provide training to volunteers who are users and or stakeholder supporters of the Rubicon Trail. The scope of this training effort to include:</p> <ol style="list-style-type: none"> a) Collaborate with designated agencies to develop soil and water resource protection training topics and materials consistent with regulations in effect for the Rubicon Trail and adjacent territory b) Attend several Rubicon Oversight Committee (ROC) meetings to garner input from trail users on training topics such as building water breaks, proper use of disposable commodes and "wag bags" and for feedback after each training session. 		

Version #

Project Cost Estimate for Grants and Cooperative Agreements Program - 2008/2009
 Agency: El Dorado County Transportation Department
 Application: Education - Rubicon Trail Education/Public Outreach

2/27/2009

Line Item	Qty	Rate	UOM	Grant Request	Match	Total
DIRECT EXPENSES						
Program Expenses						
1	Staff					
	40,000	66,900	HRS	0.00	2,676.00	2,676.00
	20,000	66,900	HRS	0.00	1,338.00	1,338.00
	24,000	66,900	HRS	0.00	1,606.00	1,606.00
	10,000	102,000	HRS	0.00	1,020.00	1,020.00
				0.00	6,640.00	6,640.00
2	Contracts					
	60,000	130,000	HRS	7,800.00	0.00	7,800.00
	90,000	130,000	HRS	11,700.00	0.00	11,700.00
	120,000	60,000		7,200.00	0.00	7,200.00
				26,700.00	0.00	26,700.00
3	Materials / Supplies					
	1,000	8000.000	EA	8,000.00	0.00	8,000.00
	50000.00	0.200	EA	4,000.00	6,000.00	10,000.00
	0					
				12,000.00	6,000.00	18,000.00
4	Equipment Use Expenses					

c) Conduct a field visit to assess the trail conditions and treatment options
 c) Develop draft outline of training sessions for County approval; Finalize training outline/course content.
 d) Conduct two (2) one day training sessions for volunteers performing maintenance and stewardship work on the Rubicon Trail.
 e) Attend ROC meeting after each training session for feedback.

For this specific proposed Education application for the 2008-09 OHMVR funding cycle, the first training session is anticipated to be conducted in late Fall 2009 and the second in early Spring 2010.

Version #

Project Cost Estimate for Grants and Cooperative Agreements Program - 2008/2009
 Agency: El Dorado County Transportation Department
 Application: Education - Rubicon Trail Education/Public Outreach

2/27/2009

Line Item	Qty	Rate	UOM	Grant Request	Match	Total
5						
Equipment Purchases						
6						
Others						
7						
Administrative Costs						
	24,000	50,000	HRS	0.00	1,200.00	1,200.00
Administrative Costs-Indirect						
Total Program Expenses				38,700.00	13,840.00	52,540.00
TOTAL DIRECT EXPENSES				38,700.00	13,840.00	52,540.00
TOTAL EXPENDITURES				38,700.00	13,840.00	52,540.00

Project Cost Summary for Grants and Cooperative Agreements Program - 2008/2009
 Agency: El Dorado County Transportation Department
 Application: Education - Rubicon Trail Education/Public Outreach

2/27/2009

Line Item	Grant Request	Match	Total	Narrative
DIRECT EXPENSES				
Program Expenses				
1	Staff	0.00	6,640.00	6,640.00
2	Contracts	0.00	26,700.00	26,700.00
3	Materials / Supplies	12,000.00	6,000.00	18,000.00
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
7	Administrative Costs	0.00	1,200.00	1,200.00
Total Program Expenses			13,840.00	52,540.00
TOTAL DIRECT EXPENSES			13,840.00	52,540.00
TOTAL EXPENDITURES			13,840.00	52,540.00

FOR OFFICE USE ONLY:

Version # _____

APP # _____

ITEM 1 and ITEM 2

ITEM 1

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

ITEM 2

- b. ITEM 2 - Are the proposed activities a "Project" under CEQA Guidelines Section 15378? Yes No
(Please select Yes or No)
- c. 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 impacts on the environment and are thus not a "Project" under CEQA. (Please select Yes or No) Yes No
- d. Other. Explain why proposed activities would not cause any physical impacts on the environment and are thus not a "Project" under CEQA. DO NOT complete ITEMS 3 – 9

ITEM 3 - Impact of this Project on Wetlands

ITEM 4 - Cumulative Impacts of this Project

ITEM 5 - Soil Impacts

ITEM 6 - Damage to Scenic Resources

ITEM 7 - 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
(Please select Yes or 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 8 - 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
(Please select Yes or No)

If YES, describe the potential impacts and for any substantially adverse changes in the significance of historical or cultural resources and measures to be taken to minimize or avoid the impacts.

ITEM 9 - Indirect Significant Impacts

CEQA/NEPA Attachment

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1. Evaluation Criteria - Q 1.

The Applicant is applying for the following type of Project: (Check the one most appropriate.) (Please select one from list)

- Education – Applicants shall only respond to items 1, 2, 4, 5, 6, 7, 8, 9, 10 and 11
 Safety – Applicants shall only respond to items 1, 2, 4, 5, 6, 12, 13, 14, and 15

1. As calculated on the Project Cost Estimate, the percentage of the cost of the Project covered by the Applicant is 3

(Check the one most appropriate) (Please select one from list)

- 76% or more (10 points) 51% - 75% (5 points)
 26% - 50% (3 points) 25% (Match minimum) (No points)

2. Evaluation Criteria - Q 2.

2. For Applicant's OHV Grant Projects which reached the end of the Project performance period within the last two years, the percentage of all deliverables accomplished 2

(Check the one most appropriate) (Please select one from list)

- 100% of Deliverable accomplished (5 points)
 75% to 99% of Deliverables accomplished (3 points)
 Less than 75% of Deliverables accomplished (No points)
 First time Applicants and past Applicants with no active Grant projects within the last two years (2 points)

3. Evaluation Criteria - Q 3. (FOR DIVISION USE ONLY)

3. Previous Year Performance

(FOR DIVISION USE ONLY) (Check the one most appropriate) (Please select one from list)

- In the previous year the Applicant has been responsive and communicated effectively with the assigned OHMVR Grant Administrator by phone, email or personal visit (3 points)
 First time Applicants and past Applicants with no active Grant projects within the last two years (2 points)
 In the previous year the Applicant has not been responsive (No points)

4. Evaluation Criteria - Q 4.

4. The Project will utilize partnerships to successfully accomplish the Project. The number of partner organizations that will participate in the Project are 4

(Check the one most appropriate.) (Please select one from list)

- 4 or more (4 points) 2 to 3 (2 points)
 1 (1 point) None (No points)

List partner organization(s)

Rubicon Trail Foundation (RTF), Friends of the Rubicon (FOTR), El Dorado County & Georgetown Divide Resource Conservation District (RCD), State Department of Conservation California Geological Survey (CGS), State Dept. of Parks & Recreation OHMVR Div., US Forest Service Pacific Ranger District (USFS)

5. Evaluation Criteria - Q 5.

5. The Project addresses the following types of OHV Recreation 3

(Check all that apply.) Scoring: 1 point each (Please select applicable values)

- ATV 4X4

- M.C. Recreation Utility Vehicle (RUV)
 Snowmobile Dune buggy, rail
 Other (Specify) [Dirt Bike]

6. Evaluation Criteria - Q 6.

6. The Project was developed with public input employing the following 1

(Check all that apply) Scoring: 1 point each, up to a maximum of 2 points (Please select applicable values)

- Meeting(s) with the general public to discuss Project (1 point)
 Conference call(s) with interested parties (1 point)
 Meeting(s) with stakeholders (1 point)

Explain each statement that was checked

The proposed project was discussed at several Rubicon Oversight Committee (ROC) meetings.

7. Evaluation Criteria - Q 7. (Education Project ONLY)

7. The Project incorporates the following, clearly identifiable and/or measurable, elements 10

(Check all that apply) (Please select applicable values)

- Process of researching issues and audience (2 points)
 Objectives (2 points)
 Testing process to ensure actions are effective (2 points)
 Plan to implement the Project (2 points)
 Evaluation and feedback of the process (2 points)

8. Evaluation Criteria - Q 8. (Education Project ONLY)

8. Total number of points of contact the Project is anticipated to reach 4

(Check the one most appropriate.) (Please select one from list)

- Greater than 10,000 (4 points) 1,000 to 10,000 (3 points)
 100 to 1,000 (2 points) 20 to 100 (1 point)
 0 to 20 (No points)

9. Evaluation Criteria - Q 9. (Education Project ONLY)

9. Total time a participant will have exposure to the Project's message or training 4

(Check the one item of highest point value that applies.) (Please select one from list)

- Greater than 2 hours (4 points)
 1 hour to 2 hours (3 points)
 5 minutes to less than 1 hour (2 points)
 1 minute to less than 5 minutes (A Project for maps will fall under this category) (1 point)
 Less than 1 minute (No points)

10. Evaluation Criteria - Q 10. (Education Project ONLY)

10. The Project will utilize the following methods of education 12

(Check all that apply) Scoring: 2 point each up to a maximum of 14 points (Please select applicable values)

- Hands on training Tool kits
 Handouts Events
 Internet messaging/CDs Signage

- Advertising Radio/TV
 Community involvement [] Other (Specify)
 Public relations/media []

11. Evaluation Criteria - Q 11. (Education Project ONLY)

11. The Project provides direct support for delivery of ATV Safety Institute and/or Motorcycle Safety Foundation training 0

(Check the one most appropriate.) (Please select one from list)

- No (No points) [] Yes (2 points)

12. Evaluation Criteria - Q 12. & 13. (Safety Project ONLY)

12. The Project will utilize personnel trained to the following level

(Check the one most appropriate.) (Please select one from list)

- Emergency Medical Technician level, or higher (5 points) First Responder level (2 points)
 First Aid and CPR (1 points) No training (No points)

13. The Project will provide search and rescue as follows

(Check the one most appropriate) (Please select one from list)

- 24 hours, 7 days per week (5 points) Less than 24 hours, 7 days per week (4 points)
 Less than 24 hours, less than 7 days per week (2 points) On special occasions/events only (No points)

13. Evaluation Criteria - Q 14. (Safety Project ONLY)

14. The Project will have the majority of personnel trained in the following areas

(Check all that apply) Scoring: 2 points each up to a maximum of 16 points (Please select applicable values)

- Radio communication Tracking skills
 Avalanche rescue Navigation training
 Swift water rescue ATV certification
 Dog handling Motorcycle certification
 Rope skills 4 x 4/Off-Road training
 Wilderness search and rescue Other (Specify)

14. Evaluation Criteria - Q 15. (Safety Project ONLY)

15. The Project will have resources that are equipped and trained for rescue in the following environmental conditions*

(Check all that apply) (Please select applicable values)

- Type 1 – Extreme Condition (including but not limited to): Altitude (generally 7000 feet+) or Snow, Ice, Desert, Heat, Heavy ground cover, Steep difficult terrain. (2 points)
 Type 2 – Rugged Terrain. Rugged conditions, Altitude (generally under 7000 feet), Heat, Cold concerns, Moderate to heavy ground cover. (2 points)
 Type 3 – Moderate/Gentle Terrain. Gently rolling terrain, Open spaces, Maintained trailheads, and Agricultural areas. (2 points)
 Type 4 – Urban. High traffic, Urban office complexes, man-made surfaces, Public interaction and Park trails. (2 points)

* From the Governor's Office of Emergency Services – Mutual Aid Guidelines, Search and Rescue, Off-Highway Vehicles