Contract #: AGMT 10-53042

Legistar 10-0846

CA Dept of P&R Grant Agreement for Education and Public Outreach - Rubicon Trail (99433)

## CONTRACT ROUTING SHEET

PROCESSING DE	PARTMENT:	CONTRA	
Department:	Transportation	Name:	State of CA - Dept of P&R
Dept. Contact:	Tim Prudhel	<u></u>	Off-Hwy Motor Veh Rec Div
Phone:	x5974	Address:	1725 23 <sup>rd</sup> Street, Ste 200
Department Head			Sacramento, CA 95816-7100
. Signature:	is Child	Phone:	916-324-1574
J	Tim C. Prudhel		
	Contract Services Officer		
CONTRACTING D	EPARTMENT: Trans	portation	
Service Requested	: Grant Agmt for Educ	ation and Public Ou	treach (G09-03-06-S01)
Compliance with H	ne year uman Resources Requ	irements? Yes: N	I/A No: 🔀 🔅
Compliance verifie	d by:	NA – Grant A	greement
COUNTY COUNS	EL: (must approve all	Contracts and MOUS	Pur Division Division Co.
Approved:	Disapproved:	Date: <u>4/3/10</u>	By: D.Livinoston
Approved:	Disapproved:	Date:	By:
Please return dire	ectly to DOT upon app	oroval.	
Index Code:3	306222	User Code:	99433
DIOIC MANAGEM	ENT. (All contracts and	MOUS except hoile	rplate grant funding agreements
RISK MANAGEMI	ENT: (All contracts and	Data:	By:
Approved:	Disapproved:	Date.	by
Approved:	Disapproved:	Date:	By:
	DIOW MANAGEM	ENT ADDDOVAL N	OT BEOUBED
	RISK MANAGEMI	ENT APPROVAL N	OT REQUIRED_
			l'attende de la
OTHER APPROV	AL (Specify department	it(s) participating or o	directly affected by this contract
Department(s):			
Approved:	Disapproved:	Date:	By:
Approved:	Disapproved:	Date:	By:
PP. 0100.	*	*	
	***************************************		
			10-0846.C.1

DEPARTMENT OF PARKS AND RECREATION • P.O. Box 942896 • Sacramento, CA 94296-0001

Ruth Coleman, Director

July 20, 2010

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

Subject: El Dorado County DOT – Rubicon Trail Education, G09-03-06-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 23<sup>rd</sup> 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 <u>reimbursement</u> 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 <u>advance</u> (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 2009 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

		09-03-06-S01	1110020	PE: Education &	•
GRANTEE: EI DO	orado County Transpo	rtation Departmen	rt		
ROJECT TITLE	: Rubicon Trail Educat	tional Video & Pu	blic Outreach		
PROJECT PERI	FORMANCE PERIOD:	FROM 07/08/20	10 THROUGH 0	7/07/2011	
MAXIMUM AMC	OUNT PAYABLE SHAL	L NOT EXCEED	\$73,000.00 (Se	venty Three Tho	usand and 00/100)
THIS PROJECT	AGREEMENT is manageriment of Parks and	de and entered in Recreation, Off-	nto, by and betw Highway Motor	veen the State o	of California, acting by and tion Division and Grantee.
Off-Highway Mo	rees to complete the potor Vehicle Act of 200 re hereby incorporate	3 and the Califor	nia Code of Reg	gulations, Divisio	Grantee's Application, the on 3, Chapter 15, Sections
			conditions of the	following attac	hments which by reference
	of the Project Agreem		The Grante	e Officer or empl	ovee with responsibility for
	HMENT 1 - PROJECT		E administeri	ng this Agreeme	ent is Tom Celio, Deputy nd Operations Division,
	HMENT 2 - GENERAL			of Transportation	n, or successor.
				ATATE OF O	AL IFORMA
	GRANTEE			STATE OF C	
AUTHORIZED	SIGNATURE:		AUTHORIZE	ED SIGNATURE	: —
AUTHORIZED	SMAME.		ALITHORIZE	D NAME: Sixto	J. Fernandez
AUTHORIZEL	J NAME.		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
James W	Ware, P.E.		+		
TITLDirec	ctor of Tran	sportation	TITLE: Gran	ts Manager	
DATE:			DATE:		
	CERTIF	CATION OF PUN	DING (FOR ST	TE USE CARY	
CONTRACT	NUMBER:	VENDOR NUM	BER:	FUND:	
	2-11-016	30000	000002-08		hway Vehicle Trust Fund
INDEX:	OBJECT CODE:	PCA:	CONTRACT		APPROPRIATION:
1550	702	62665		000.00	Local Assistance FISCAL YEAR:
ITEM:		CHAPTER:	STATUTE:	2000	2010/2011
	D-101-0263	1/09	A	2009	
	on my own personal know OF DPR ACCOUNTIN		ed funds are availa	ble for this encum DATE:	brance.

### ATTACHMENT 1

### Project Cost Estimate for Agency: El Dorado County Transportation Department Application: Rubicon Trail Educational Video & Public Outreach

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	PLICANT ME:	El Dorado (	County Trai	nsportation Dep	artmeni				
	OJECT LE :	Rubicon Tra	iil Educatio	onal Video & Pu	ıblic Out	NUM	IBER sion use	03-06-S01	
PR	OJECT	「 Acquisitio	on	┌ Developme	ent	F Education	& Safety F Gro	ound Operations	
TYI	PE:	Law Enfo	rcement	┌ Planning		Restoration	1	•	
	OJECT SCRIPTION :	an education	nal video fo	or users of the f	Rubicon	Trail.	I. Activities inclu	de production of	
	<del></del>	The grantee	is required	to provide a m	ninimum	of 26% in matc	hing funds.		
	Line Item		Qty	Rate	UOM	Gran Reques		Total	
DIR	ECT EXPENS	SES							
Pro	gram Expens	es		`					
1	Staff								
	Other-Admir Contract Pre		80.000	44.610 HR		0.00	3,569.00	3,569.00 9,814.00	
	Other-Admin Tech-Proj Mgmt Other-Volunteers		220.000	44.610	HRS	0.00	9,814.00		
			500.000	25.000	25.000 HRS	0.00 1	12,500.00	12,500.00	
	Total for Staff					0.00	25,883.00		
2	Contracts								
	Other-Consu Production	ltant-Video	1.000	73000.000	EA	73,000.00	0.00	73,000.00	
<u> </u>	Materials / S	upplies							
	Equipment (	Jse Expense	8						
	Equipment F	urchases							
	Others			×					
	Indirect Cost	8							
ota	l Program Ex	penses				73,000.00	25,883.00	98,883.00	
OT	AL DIRECT E	XPENSES				73,000.00	25,883.00	98,883.00	
OT/	AL EXPENDIT	TURES				73,000.00	25,883.00	98,883.00	
		<del></del>							

TOTAL PROJECT AWARD (Rounded to the nearest \$1000)	73,000.00	
	<u> </u>	

### **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
- 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.
- 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

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

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

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

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

- 4 if the Project includes acquisition of real property, and the cost of which is to be reimbursed with Grant moneys under this agreement, shall as required thereby, comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this agreement.
- 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

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

- 3 The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described
- 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

- 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.
- 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 ansing 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.

- 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.
- 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.

### Nondiscrimination

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

### J Application Incorporation

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

### K Severability

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

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.

5/3/2010

### Rubicon Trail Educational Video & Public Outreach

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	FOR OFFICE USE ONLY:	Version #	APP #	

### A. Statement of Activity or Product

This proposed Education application is for the production of an educational video for 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 Rubicon Trail receives visitors from around the world who may not know which supplies to bring, how to use these supplies, and the acceptable behavior expected of all users. The proposed educational video, to be filmed on the Rubicon Trail, will inform Trail users of their responsibilities, expected behavior and essential equipment.

El Dorado County was awarded an OHMVR 2008-09 Education grant in July 2009. With that grant, the County launched an educational/outreach campaign that included print materials on the "4 S's" – Sanitation, Sedimentation, Spills and Safety. The proposed video will continue this educational/outreach effort by providing audio/visual (video) messages that will address the following issues/objectives for each of the 4 S's:

- 1) Sanitation: Show proper sanitation options that are easy to use and understand "Pack-it-in-Pack-it-out" which means everything, including trash, oil/fuel and human waste.
- 2) Sedimentation: Illustrate the importance of avoiding and minimizing sedimentation by staying on the trail. The video will show actual improvements that have been done to the trail such as water bars, sedimentation basins, rolling dips and various other treatments, explain why they have been installed, and the importance for users to follow the trail and avoid inadvertent destruction of the various treatments (such as driving over vegetation).
- 3) Spills: Demonstrate how to be prepared in case of an oil or fuel spill and how to properly clean it up.
- 4) Safety: Identify proper trail safety, required vehicle safety equipment, communication on the trail and how to obtain help in the event of an emergency, accident or fire.

The activities/product that will be undertaken include:

- 1) Activity 1 RFP: Prepare Request for Proposal (RFP) to hire a consultant to produce this video.
- 2) Activity 2 Contract Award: Evaluate proposals, select consultant, prepare contract, coordinate Board approval process, award contract to selected consultant.
- 3) Activity 3 Advisory Committee: Establish a stakeholder advisory committee (SAC) comprised of volunteer representatives of the target audience (Rubicon Trail users) who are active members of the Rubicon Oversight Committee (ROC) and/or other local Rubicon Trail users group such as the Rubicon Trail Foundation or Friends of the Rubicon. The SAC will provide valuable input for the video regarding the trail issues pertaining to the "4 S's" to be addressed is the video.
- 4) Activity 4 Script Development and Casting: The SAC will assist the consultant with the development of the script for the video which will be presented to the ROC as a pre-test to ensure that the video messages are effective in achieving the project objectives. The SAC will also assist the consultant with casting for the video.
- 5) Activity 5 Implementation Plan: The Project Manager will provide oversight of the consultant contract to ensure that the Product (Video) is produced within the project budget and schedule. The Project Manager will also coordinate with the volunteers to implement the video distribution/public outreach element of the plan.
- 6) Activity 6 Video Shoot: The video will be filmed "on location" (on the Rubicon Trail) with a cast comprised of actual trail users/volunteer members of local Rubicon Trail user groups.
- 7) Product DVD Video: The consultant will provide the County with one DVD-R Master and at least 50 DVD-R copies.
- 8) Activity 7 Video Distribution/Public Outreach: The video will be posted on the County website to be available to Rubicon Trail users all over the world. The video may also be aired on local television networks. The 0.0846 which 1.00

### Project Description for Grants and Cooperative Agreements Program - 2009/2010 Agency: El Dorado County Transportation Department Application: Rubicon Trail Educational Video & Public Outreach

distributed to local community groups, church groups, schools and other interested user groups, and shown during public outreach presentations.

9) Activity 8 – Evaluation and Feedback: Public viewers of the video will have opportunities to provide feedback on the video product by commenting on the County's website, or by e-mail, US Mail, phone, in person at public outreach activities/events. The Project Manager will summarize the public comments received and include the feedback in the final project evaluation report to be provided to the OHMVR Division.

### B. Relation of Proposed Project to OHV Recreation

The proposed educational video will provide OHV recreation users of the Rubicon Trail with actual visual footage of the Rubicon Trail and actual trail users demonstrating proper use of sanitation supplies, spill kits, trail use and safety equipment. Trail users who view the video will hopefully follow the trail information provided in the video, when using the Trail, thus, enhancing/sustaining the overall OHV Recreation experience of the Rubicon Trail.

### C. Identification of Needs

The need for the proposed educational video was identified during the County's recent Rubicon Trail route recognition process. This process, which involved County staff, the ROC, and members of the public, was used to identify which of the many variants of the Rubicon Trail should be maintained and which should be rehabilitated and removed from OHV use.

During the route recognition efforts, four issue areas of sanitation, sedimentation, spills, and safety kept recurring. The idea of the "4 S's" as a public outreach theme was developed during the ROC meetings in October 2009 and November 2009 and presented at the Board of Supervisors hearing in January 2010.

The proposed educational video will provide an audio/visual public outreach tool to identify these four issues and effectively disseminate proper corrective and preventative measures to Trail users. Proper trail use will enhance/sustain the OHV recreation experience, while also protecting the soil and water resources. This goal will be achieved by educating trail users on the importance of staying on the trail, and properly disposing of trash, oil spills and human waste.

### D. Location of Training Services

The educational video will be shot on location on the Rubicon Trail. Video participants will include actual trail users who are active volunteer members of local trail user groups such as the Rubicon Trail Foundation (RTF) and Friends of the Rubicon (FOTB).

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

The proposed educational video will specifically address OHV safety by identifying proper trail safety behavior, required vehicle safety equipment, communication on the trail and how to obtain help in the event of an emergency, accident or fire. The video will also address environmental responsibility by showing proper disposal of trash, oil/fuel spills and human waste. It will also note the importance of respecting private property by staying on the trail.

# Additional Documentation for Grants and Cooperative Agreements Program - 2009/2010 5/3/2010 Agency: El Dorado County Transportation Department Application: Rubicon Trail Educational Video & Public Outreach

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FOR OFFICE USE ONLY:	Version #	APP #	

- 1 Optional Project-Specific Application Documents
- 2 Optional Project-specific Maps

# Project Cost Estimate for Grants and Cooperative Agreements Program - 2009/2010 Agency: El Dorado County Transportation Department Application: Rubicon Trail Educational Video & Public Outreach

# Project Cost Estimate

	FOR OFFICE USE ONLY:	Version #	APP #	
APPLICANT NAME:	El Dorado County Transportation Department	ent		
PROJECT TITLE:	Rubicon Trail Educational Video & Public Outreach	Outreach	PROJECT NUMBER (Division use only) :	G09-03-0e-S01
PROJECT TYPE :	C Acquisition C Law Enforcement	Development Planning	<ul><li>Education &amp; Safety</li><li>Restoration</li></ul>	Ground Operations
	This proposed Education application is for the production of an educational video for 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 Rubicon Trail receives visitors from around the world who may not know which supplies to bring, how to use these supplies, and the acceptable behavior expected of all users. The proposed educational video, to be filmed on the Rubicon Trail, will inform Trail users of their responsibilities, expected behavior and essential equipment.	the production of an educational vide on the United States. The Rubiconss, and the acceptable behavior experier responsibilities, expected behavior.	so for users of the Rubicon Trail, a 4-vn Trail receives visitors from around the cted of all users. The proposed educand essential equipment.	wheel drive route that is recognized as the world who may not know which tional video, to be filmed on the
	El Dorado County was awarded an OHMVR 2008-09 Education grant in July 2009. With that grant, the County launched an educational/outreach campaign that included print materials on the "4 S's" – Sanitation, Sedimentation, Spills and Safety. The proposed video will continue this educational/outreach effort by providing audio/visual (video) messages that will address the following issues/objectives for each of the 4 S's:	/R 2008-09 Education grant in July 20 – Sanitation, Sedimentation, Spills ar is that will address the following issue.	009. With that grant, the County laund nd Safety. The proposed video will coss/objectives for each of the 4 S's:	hed an educational/outreach campaign ntinue this educational/outreach effort
	1) Sanitation: Show proper sanitation options that are easy to use and understand – "Pack-it-in-Pack-it-out" which means everything, including trash, oil/fuel and human waste.	ons that are easy to use and understa	and – "Pack-it-in-Pack-it-out" which m	eans everything, including trash,
	2) Sedimentation: Illustrate the importance of avoiding and minimizing sedimentation by staying on the trail. The video will show actual improvements that have been done to the trail such as water bars, sedimentation basins, rolling dips and various other treatments, explain why they have been installed, and the importance for users to follow the trail and avoid inadvertent destruction of the various treatments (such as driving over vegetation).	e of avoiding and minimizing sediment bars, sedimentation basins, rolling dip and avoid inadvertent destruction of t	tation by staying on the trail. The vide ps and various other treatments, explithe various treatments (such as drivin	o will show actual improvements that ain why they have been installed, and g over vegetation).
PROJECT DESCRIPTION:	3) Spills: Demonstrate how to be prepar	ed in case of an oil or fuel spill and how to properly clean it up.	w to properly clean it up.	
	4) Safety: Identify proper trail safety, required vehicle safety equipment, communication on the trail and how to obtain help in the event of an emergency, accident or fire.	ired vehicle safety equipment, commu	unication on the trail and how to obtai	n help in the event of an emergency,
	The activities/product that will be undertaken include:	cen include:		
	1) Activity 1 - RFP: Prepare Request for Proposal (RFP) to hire a consultant to produce this video.	Proposal (RFP) to hire a consultant to	to produce this video.	
10-0	2) Activity 2 – Contract Award: Evaluate proposals, select consultant, prepare contract, coordinate Board approval process, award contract to selected consultant.	proposals, select consultant, prepare	contract, coordinate Board approval	process, award contract to selected
0846.C.14	3) Activity 3 – Advisory Committee: Establish a stakeholder advisory committee (SAC) comprised of volunteer representatives of the target audience (Rubicon Trail users) who are active members of the Rubicon Oversight Committee (ROC) and/or other local Rubicon Trail users group such as the Rubicon Trail Foundation or Friends of the Rubicon. The SAC will provide valuable input for the video regarding the trail issues pertaining to the "4 S's" to be addressed is the video.	blish a stakeholder advisory committe thers of the Rubicon Oversight Comm e Rubicon. The SAC will provide valu	se (SAC) comprised of volunteer reprinittee (ROC) and/or other local Rubicciable input for the video regarding the	sentatives of the target audience in Trail users group such as the trail issues pertaining to the "4 S's" to

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# Project Cost Estimate for Grants and Cooperative Agreements Program - 2009/2010 Agency: El Dorado County Transportation Department Application: Rubicon Trail Educational Video & Public Outreach

4) Activity 4 – Script Development and Casting: The SAC will assist the consultant with the development of the script for the video which will be presented to the ROC as a pre-test to ensure that the video messages are effective in achieving the project objectives. The SAC will also assist the consultant with casting for the video.

5) Activity 5 – Implementation Plan: The Project Manager will provide oversight of the consultant contract to ensure that the Product (Video) is produced within the project budget and schedule. The Project Manager will also coordinate with the volunteers to implement the video distribution/public outreach element of the plan.

6) Activity 6 -- Video Shoot: The video will be filmed "on location" (on the Rubicon Trail) with a cast comprised of actual trail users/volunteer members of local Rubicon Trail user groups.

7) Product - DVD Video: The consultant will provide the County with one DVD-R Master and at least 50 DVD-R copies.

8) Activity 7 – Video Distribution/Public Outreach: The video will be posted on the County website to be available to Rubicon Trail users all over the world. The video may also be aired on local television networks. The DVD's will be distributed to local community groups, church groups, schools and other interested user groups, and shown during public outreach presentations. 9) Activity 8 – Evaluation and Feedback: Public viewers of the video will have opportunities to provide feedback on the video product by commenting on the County's website, or by e-mail, US Mail, phone, in person at pubic outreach activities/events. The Project Manager will summarize the public comments received and include the feedback in the final project evaluation report to be provided to the OHMVR Division.

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	Line item	מנא	Rate UOM	Grant Request	Match	loľal
DIRE	DIRECT EXPENSES					
Progr	Program Expenses					
-	Staff					
	Other-Admin Tech-Contract Prep/Admin	80.000	44.610 HRS	0.00	3,569.00	3,569.00
	Other-Admin Tech-Proj Mgmt	220.000	44.610 HRS	00:00	9,814.00	9,814.00
	Other-Volunteers	500.000	25.000 HRS	0.00	12,500.00	12,500.00
	Total for Staff			0.00	25,883.00	25,883.00
2	Contracts					
10	Other-Consultant-Video Production	1.000	73000.000 EA	73,000.00	00.00	73,000.00
-084	Materials / Supplies					
46 <u>.</u> C	Equipment Use Expenses					
.15						

Version #

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Project Cost Estimate for Grants and Cooperative Agreements Program - 2009/2010 Agency: El Dorado County Transportation Department Application: Rubicon Trail Educational Video & Public Outreach

5/3/2010

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	Line Item	Qty	Rate UOM	Grant Request	Match	Total
2	Equipment Purchases					
9	Others					
2	Indirect Costs					
Total	Total Program Expenses			73,000.00	25,883.00	98,883.00
TOTA	TOTAL DIRECT EXPENSES			73,000.00	25,883.00	98,883.00
TOTA	TOTAL EXPENDITURES			73,000.00	25,883.00	98,883.00

Version #

Project Cost Summary for Grants and Cooperative Agreements Program - 2009/2010 Agency: El Dorado County Transportation Department Application: Rubicon Trail Educational Video & Public Outreach

5/3/2010

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	Line Item	Grant Request	Match	lotal	Iotal Narrative	
DIREC	DIRECT EXPENSES					
Progra	Program Expenses					
+-	Staff	00.0	25,883.00	25,883.00		
2	Contracts	73,000.00	0.00	73,000.00		
က	Materials / Supplies	00.0	00:0	0.00		
4	Equipment Use Expenses	00.0	00.0	0.00		
5	Equipment Purchases	00'0	00'0	00.0		
9	Others	00.0	00.0	00:0		
7	Indirect Costs	00:0	0.00	0.00		
Total F	Total Program Expenses	73,000.00	25,883.00	98,883.00		
TOTAL	TOTAL DIRECT EXPENSES ,	73,000.00	25,883.00	98,883.00		
TOTAL	TOTAL EXPENDITURES	73,000.00	25,883.00	98,883.00		

Version #

### **Environmental Review Data Sheet (ERDS)**

resources.

	FOR OFFICE USE ONLY: Version # APP #				
ľ	ITEM 1 and ITEM 2				
	ITEM 1				
a.	ITEM 1 - Has a CEQA Notice of Determination (NOD) been filed for the Project? (Please select Yes or No)	~	Yes	æ	No
	ITEM 2				
b.	Does the proposed Project include a request for funding for CEQA and/or NEPA document preparation prior to implementing the remaining Project Deliverables (i.e., is a two-phased Project pursuant to Section 4970.06.1(b)) (Please select Yes or No)		Yes	(*	No
ı	ITEM 3 - Project under CEQA Guidelines Section 15378				
C.	ITEM 3 - Are the proposed activities a "Project" under CEQA Guidelines Section 15378 (Please select Yes or No)	? _	Yes	G	No
d.	The Application is requesting funds solely for personnel and support to enforce OHV law 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)	NS (*	Yes	•	No
e.	Other. Explain why proposed activities would not cause any physical impacts on the en a "Project" under CEQA. DO NOT complete ITEMS $4-10$	vironn	nent and	l are	thus not
	The proposed Education project does not involve "ground disturbing activities, and ther physical impacts on the environment and is not a "Project" under CEQA.	efore,	would n	ot ca	iuse any
i	ITEM 4 - Impact of this Project on Wetlands				
ı	ITEM 5 - Cumulative Impacts of this Project				
ı	ITEM 6 - Soil Impacts				
I	ITEM 7 - Damage to Scenic Resources				
ļ	ITEM 8 - Hazardous Materials				
	Is the proposed Project Area located on a site included on any list compiled pursuant to Section 65962.5 of the California Government Code (hazardous materials)? (Please select Yes or No)		Yes	C	No
	If YES, describe the location of the hazard relative to the Project site, the level of hazard taken to minimize or avoid the hazards.	d and	the mea	isure	s to be
ı	ITEM 9 - Potential for Adverse Impacts to Historical or Cultural Resources				
	Would the proposed Project have potential for any substantial adverse impacts to historical or cultural resources? (Please select Yes or No)	giris.	Yes	<i>C</i>	No
	Discuss the notential for the proposed Project to have any substantial adverse impacts	to his	torical or	cult	ural

10-0846.C.18

ITEM 10 - Indirect Significant Impacts

CEQA/NEPA Attachment

### **Evaluation Criteria**

				<u> </u>
	FOR OFFICE USE ONLY:	Version #	APP #	
1				

### 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
- C Safety Applicants shall only respond to items 1, 2, 4, 5, 6, 12, 13, 14, and 15
- As calculated on the Project Cost Estimate, the percentage of the cost of the Project covered by the Applicant is 3

(Note: This field will auto-populate once the Cost Estimate and Evaluation Criteria are Validated.) (Please select one from list)

```
76% or more (10 points)
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~ 51% - 75% (5 points)

C 25% (Match minimum) (No points)

### 2. Evaluation Criteria - Q 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 3

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

- ~ 100% of Deliverable accomplished (5 points)
- 75% to 99% of Deliverables accomplished (3 points)
- C 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 3

(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)

C 2 to 3 (2 points)

1 (1 point)

C 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), US Forest Service Pacific Ranger District (USFS)

### 5. Evaluation Criteria - Q 5.

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

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

ATV

4X4

₩ M.C. 

Recreation Utility Vehicle (RUV)

Cother (Specify)

### 6. Evaluation Criteria - Q 6.

6. The Project was developed with public input employing the following 2

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

₩ Publicly noticed meeting(s) with the general public to discuss Project (1 point)

Conference call(s) with interested parties (1 point)

Explain each statement that was checked

The proposed project was discussed with the public and stakeholders at the monthly 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)

○ 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)

Explain each statement that was checked

1) Activity 3: Stakeholder Advisory Committee (SAC) comprised of representatives of the target audience (Rubicon Trail users) to provide input on the trail issues pertaining to the "4 S's" to be addressed in the video. 2) Identified in Proj. Desc. Sect. A, the "4 S's" - sanitation, sedimentation, spills and safety. 3) Activity 4: SAC will assist the consultant with development of the video script to be presented to the ROC as a pre-test to ensure the video messages are effective in achieving the project objectives. 4) Activity 5: Proj. Mgr. will provide oversight of the consultant contract to ensure that the Product (Video) is produced within the project budget and schedule. Proj. Mgr. will also coordinate with volunteers to implement the video distribution/public outreach element of the plan. 5) Activity 8: Public viewers of the video will be able to provide feedback on the video. Proj Mgr. will include the feedback received in the final project evaluation report to be provided to the OHMVR Div.

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

8. Total number of times individuals are exposed to the message 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)

C 0 to 20 (No points)

Explain checked statement:

# Evaluation Criteria for Grants and Cooperative Agreements Program - 2009/2010 Agency: El Dorado County Transportation Department Application: Rubicon Trail Educational Video & Public Outreach

The proposed video will be posted on El Dorado County's public website which means that it will be available to anyone with web access located anywhere in the world. The Rubicon Trail is a world-renowned OHV route and receives many visitors from around the world. Inividuals visiting the County's Rubicon Trail website will have unlimited opportunities for exposure to the video message, The video will also be used locally for public outreach to various community groups, as well as in school classrooms. The video will be an appropriate educational tool for auto shop classes, ecology classes and on Earth Day, and will be available to be shown on an on-going, unlimited basis. Therefore, the number of times individuals are exposed to the message will be much greater than

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

10.

	10,000.		
	Evaluation Criteria - Q 9. (Education Project ONLY)		
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.) (Pleat 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 for Less than 1 minute (No points)		
	Evaluation Criteria - Q 10. (Education Project ONLY)		
10	10. The Project will utilize the following methods of education 14	ı	
	<ul> <li>✓ Handouts</li> <li>✓ Internet messaging/CDs</li> <li>✓ Advertising</li> </ul>	of 14 points (Please select applicable values) Tool kits Events Signage Radio/TV Other (Specify)	
	Explain each statement that was checked		
El Dorado County received an OHMVR 2008-09 Education grant last year. With that grant, trail brochures/ma			

kiosk displays and signage are being developed to provide trail users with printed information. The proposed video will be a continuation of this education/outreach effort by providing trail users with an audio/visual presentation of the "4's" Sanitation, Sedimentation, Spills and Safety. The video will be available to view on the County's website, on local TV networks, and at public outreach events. After watching the video, volunteers will provide hands on demonstrations and handouts to reinforce the objectives of the video messages.

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

The Project provides Foundation training		fety Institute and/or Motorcycle Safety
(Check the one most	appropriate.) (Please select one from	m list)
No (No points)		Yes (2 points)

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

Explain 'Yes' response

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

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

### Evaluation Criteria for Grants and Cooperative Agreements Program - 2009/2010 Agency: El Dorado County Transportation Department Application: Rubicon Trail Educational Video & Public Outreach

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 fro	om list)		
24 hours, 7 days per week (5 points)	C Less than 24 hours, 7 days per week (4 points)		
C Less than 24 hours, less than 7 days per week (2 points)	C 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 max	imum of 16 points (Please select applicable values)		
Radio communication	Tracking skills		
T Avalanche rescue	☐ Navigation training		
Swift water rescue	T ATV certification		
□ Dog handling	Motorcycle certification		
☐ Rope skills	T 4 x 4/Off-Road training		
Wilderness search and rescue	Cother (Specify)		
14. Evaluation Criteria - Q 15. (Safety Project ONLY)			
15. The Project will have resources that are equipped and to conditions*	rained for rescue in the following environmental		
(Check all that apply) (Please select applicable values)			
Type 1 – Extreme Condition (including but not limit Desert, Heat, Heavy ground cover, Steep difficult to	ed to): Altitude (generally 7000 feet+) or Snow, Ice, errain. (2 points)		
<ul> <li>Type 2 – Rugged Terrain. Rugged conditions, Altitude (generally under 7000 feet), Heat, Cold cond</li> <li>Moderate to heavy ground cover. (2 points)</li> <li>Type 3 – Moderate/Gentle Terrain. Gently rolling terrain, Open spaces, Maintained trailheads, and Agricultural areas. (2 points)</li> </ul>			
* From the Governor's Office of Emergency Services Highway Vehicles	s – Mutual Aid Guidelines, Search and Rescue, Off-		