

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G18-03-06-R02 PROJECT TYPE: Restoration

GRANTEE: El Dorado County CAO

PROJECT TITLE: Restoration Rubicon

PROJECT PERFORMANCE PERIOD: FROM **09/05/2019** THROUGH **09/04/2022**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$41,395.00** (Forty One Thousand Three Hundred Ninety Five and 00/100)

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

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

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

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

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

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-31-054		SUPPLIER ID NUMBER: 0000084834		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	PCA: 62675	CONTRACT AMOUNT: 41,395.00		PROGRAM: 2855
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 23/19	ENY/STATUTE 2019	FISCAL YEAR: 2019/2020

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2018/2019
Agency: El Dorado County CAO
Application: Restoration Rubicon**

APPLICANT NAME :	El Dorado County CAO		
PROJECT TITLE :	Restoration Rubicon	PROJECT NUMBER (Division use only) :	G18-03-06-R02
PROJECT TYPE :	<input type="checkbox"/> Law Enforcement <input checked="" type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
PROJECT DESCRIPTION :	<p>The Project is to provide Off-Highway Vehicle (OHV) related Restoration activities as stated in the Project Deliverables below. The activities will occur within the jurisdiction of the Eldorado County.</p> <p>The Project may also provide for the purchase of Equipment, Heavy Equipment, materials and supplies as outlined in the Project Cost Estimate. Grantee agrees that all Equipment and Heavy Equipment will be kept as part of their equipment inventory for the duration of the equipment's useful life and may only be used on activities that are applicable to the Restoration category per Section 4970.10 of the Grants and Cooperative Agreements Program Regulations. Grantee must obtain written OHMVR Division approval prior to disposition of all grant related equipment.</p> <p>Grantee is required to provide minimum of eleven (11) percent of the total project cost in matching funds.</p> <p><u>Project Deliverables:</u></p> <ol style="list-style-type: none"> 1. Unauthorized Use Restoration Work <ul style="list-style-type: none"> • Active Restoration of approximately .5 miles of trail around Buck Island and Graves located along the Rubicon trail. Activities include rock scattering, land stabilization, and route removal. • Erosion Control <ul style="list-style-type: none"> • Activities such as dips, wattles, and water bars. 2. Monitoring <ul style="list-style-type: none"> • Identifying locations of incursions, photo documentation of restoration work for efficacy, surveying and mapping for potential route closures. 3. Signage <ul style="list-style-type: none"> • Activities include route closure signage and alternate legal riding opportunity signage. 4. Fencing/Barriers to keep people out of the closed areas. <ul style="list-style-type: none"> • Installation of strategically placed barriers around Buck Island and the Graves. <ul style="list-style-type: none"> • Barriers would include fencing, boulders, logs, and straw 		

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**Project Cost Estimate for Grants and Cooperative Agreements Program - 2018/2019
Agency: El Dorado County CAO
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		bales.					
Line Item	Qty	Rate	UOM	Total	Grant Req.	Match	
DIRECT EXPENSES							
Program Expenses							
1 Staff							
1. Staff-Highway Maintenance Staff Notes : This position is in the Parks Division and provides maintenance activites and will be doing the restoration work.	100.000 0	45.000	EA	4,500.00	4,500.00	0.00	
2. Staff-Volunteers Notes : Vounteer labor is used to assist with the project. Assitance with blocking routes and spreading materials in the area being restored	50.0000	25.000	EA	1,250.00	0.00	1,250.00	
3. Staff-Project Coordinator Notes : This position is the point person for all agency coordination and wrok to be completed. All wages are fully weighted rates	25.0000	131.000	EA	3,275.00	0.00	3,275.00	
Total for Staff				9,025.00	4,500.00	4,525.00	
2 Contracts							
3 Materials / Supplies							
1. Materials / Supplies-Steel Pipe and Cable Notes : Price depends on cost of steel and amount need for each project. This is used as a last resort if we delineate the trail and	1.0000	5000.000	EA	5,000.00	5,000.00	0.00	

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
the users will not stay out of the area.						
2. Materials / Supplies- Fiber Waddles Notes : Used to protect and area from runoff and capture sediment while the area revegetates.	25.0000	30.000	EA	750.00	750.00	0.00
3. Materials / Supplies- Straw Bales	10.0000	7.000	EA	70.00	70.00	0.00
4. Materials / Supplies- Carsonites	40.0000	17.500	EA	700.00	700.00	0.00
5. Materials / Supplies- Wooden Stakes	50.0000	0.320	EA	16.00	16.00	0.00
6. Materials / Supplies- Orange Barrier Fencing	10.0000	30.000	EA	300.00	300.00	0.00
7. Materials / Supplies- Boulders Notes : To be used to block off the area for restoration	50.0000	100.000	EA	5,000.00	5,000.00	0.00
8. Materials / Supplies- U posts	500.000 0	4.280	EA	2,140.00	2,140.00	0.00
9. Materials / Supplies- Logs 10"-12" Dia 10 ft logs Notes : To be used as barriers and to be used as fill for the area to be restored.	20.0000	150.000	EA	3,000.00	0.00	3,000.00
10. Materials / Supplies- Tablet and accessories Notes : To be used for data collection on improvements and materials used for project.	1.0000	1500.000	EA	1,500.00	1,500.00	0.00
11. Materials / Supplies- GPS unit	1.0000	500.000	EA	500.00	500.00	0.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Notes : Bad Elf GPS unit will be used to provide accurate location data of restoration locations and improvements.						
12. Materials / Supplies- Gloves, hand tools and safety equipment Notes : Annual replacement of gloves anticipating the need for at least 20 pairs for staff and volunteers. Shovels, mcleod sledge hammer and u-post driver. Hard hats, eye protection and safety equipment.	3.0000	500.000	EA	1,500.00	1,500.00	0.00
13. Materials / Supplies- Recovery kit, straps and winch Notes : Straps for moving rocks and trees when deliniating restoration areas.	2.0000	500.000	EA	1,000.00	1,000.00	0.00
14. Materials / Supplies- Signage Notes : Signs will be used to inform trail users of the restoration of the areas beyond the signs are closed.	20.0000	50.000	EA	1,000.00	1,000.00	0.00
Total for Materials / Supplies				22,476.00	19,476.00	3,000.00
4 Equipment Use Expenses						
1. Equipment Use Expenses-4x4 Notes : Truck used to get to the job site and to haul the equipment to the job site.	750.000 0	0.580	MI	435.00	435.00	0.00

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**Project Cost Estimate for Grants and Cooperative Agreements Program - 2018/2019
Agency: El Dorado County CAO
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	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	2. Equipment Use Expenses-Razor Notes : Used to get to the job site	100.000 0	0.580	MI	58.00	58.00	0.00
	3. Equipment Use Expenses-Jeep Notes : Jeep to get to the job site	100.000 0	0.580	MI	58.00	58.00	0.00
	4. Equipment Use Expenses-Trailers Notes : Trailers to haul the jeep, razor and other equipment as needed.	15.0000	113.000	DAY	1,695.00	1,695.00	0.00
	5. Equipment Use Expenses-Rental Equipment as needed Notes : Backhoes, excavators, skid steer as needed for restoration	1.0000	10000.000	MOS	10,000.00	8,000.00	2,000.00
	6. Equipment Use Expenses-Fleet Rate 4x4	750.000 0	0.420	MI	315.00	315.00	0.00
Total for Equipment Use Expenses					12,561.00	10,561.00	2,000.00
5	Equipment Purchases						
6	Others						
	1. Chainsaws	2.0000	750.000	EA	1,500.00	1,500.00	0.00
Total Program Expenses					45,562.00	36,037.00	9,525.00
TOTAL DIRECT EXPENSES					45,562.00	36,037.00	9,525.00
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
	1. Indirect Costs-Indirect	1.0000	5358.000	EA	5,358.00	5,358.00	0.00
Total Indirect Costs					5,358.00	5,358.00	0.00
TOTAL INDIRECT EXPENSES					5,358.00	5,358.00	0.00
TOTAL EXPENDITURES					50,920.00	41,395.00	9,525.00

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Project Cost Estimate for Grants and Cooperative Agreements Program - 2018/2019
Agency: El Dorado County CAO
Application: Restoration Rubicon

TOTAL PROJECT AWARD	41,395.00	
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Project Agreement General Provisions (Nonfederal Applicants Only)

A. Definitions

1. The term "State" as used herein means the State of California, 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 described in Attachment 1 of this Agreement and in the Application.
4. The term "Application" as used herein means the individual Project Application and attachments required 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 and its 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. The 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 the 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.

4. 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.
5. If the Project includes acquisition of real property, the cost of which is to be reimbursed with Grant moneys under this Agreement, the acquisition shall 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.

6. 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. The Grantee agrees to furnish the State with additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

The 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. The Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of the State might interfere with the operation of the Project.

C. Project Costs

1. 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:
2. If the Project includes acquisition of real property, the State shall disburse to the 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.

The State will disburse the amount of the State-approved purchase price together with State-approved costs of acquisition. Funds for acquisition shall only be released into an escrow account established for the acquisition.

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 the 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 may be provided advanced payments for Grants. The Grantee shall place such moneys in a separate interest-bearing account, if legally able to do so, 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.

4. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
5. The Grantee will provide and maintain a sign on the Project site that identifies the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).

6. 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, and that portion is not part of the total project cost.

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 and reimbursement to the State of any Grant moneys already provided to the Grantee. 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.
3. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this 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.
4. 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. The 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 the State, its officers, agents and employees.
2. The Grantee shall protect, indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of the State, its officers, or employees.
3. In the event the 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 the State in the legal action unless the 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 for inspection 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 is completed, a report published and any Audit findings are resolved and/or payment or other correction made with regard to any Audit findings contained in the final Audit report.
2. During regular office hours each party 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 Grantee shall, without cost to the State, except as may be otherwise provided in this Agreement 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 Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other applicable provisions of law.
2. 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.

J. Application Incorporation

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

K. Severability

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

L. Governing Law

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