

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G19-03-06-G01 PROJECT TYPE: Ground Operations

GRANTEE: El Dorado County CAO

PROJECT TITLE: Ground Operations

PROJECT PERFORMANCE PERIOD: FROM 11/01/2020 THROUGH 10/31/2021

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$142,706.00** (One Hundred Forty Two Thousand Seven Hundred Six 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: C32-32-009		SUPPLIER ID NUMBER: 0000084834		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	PCA: 62676	CHARGE AMOUNT: 142,706.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 6	ENY/STATUTE 2020	FISCAL YEAR: 2020/2021

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

N/A

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: El Dorado County CAO
Application: Ground Operations**

APPLICANT NAME :	El Dorado County CAO		
PROJECT TITLE :	Ground Operations	PROJECT NUMBER (Division use only) :	G19-03-06-G01
PROJECT TYPE :	<input type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input checked="" type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
PROJECT DESCRIPTION :	<p>The Project is to provide Off-Highway Vehicle (OHV) related Ground Operations activities as stated in the Project Deliverables below. The activities will occur within the jurisdiction of the of the Eldorado County, United States Forest Service (USFS) Eldorado National Forest, USFS - Tahoe National Forest and the USFS – Lake Tahoe Basin Management Unit.</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 the Equipment inventory for the duration of the Equipment’s useful life and may only be used on activities that are acceptable to the Operation and Maintenance category per Section 4970.10. for that of the Grants and Cooperative Agreement Program Regulations. Grantee must obtain written Off-Highway Motor Vehicle Recreation (OHMVR) Division approval prior to disposition of all Grant related purchased Equipment and/or Heavy Equipment.</p> <p>The Grantee shall conform to the Eldorado County soil conservation plan. In addition, Grantee shall conform to the United States Forest Service (USFS) Eldorado National Forest, USFS - Tahoe National Forest and the USFS – Lake Tahoe Basin Management Unit soil conservation plan and Habitat Management Plan (HMP). Soil compliance reports and the results of the HMPs shall be provided to the OHMVR Division at the conclusion of the Project.</p> <p>Grantee is required to provide a minimum of twenty-six (26) percent of the total Project cost in matching funds.</p> <p><u>Project Deliverables</u></p> <ol style="list-style-type: none"> 1. Trail Maintenance <ul style="list-style-type: none"> • Maintain approximately 22 miles of trails for motorcycles, ATVs, UTVs, and 4WDs vehicles. • Activities include brushing, raking, Heavy Equipment trail work, trail hardening, rocking and building gabions. • Erosion Control <ul style="list-style-type: none"> • Activities include energy dispators, water bars, rolling dips, and cleaning of sediment/silt basins. • Trash Removal • Tree Removal <ul style="list-style-type: none"> • Activities include hazardous tree removal. 2. Facility Maintenance/Improvements <ul style="list-style-type: none"> • Restroom cleaning of approximately 13 restrooms • Vault/port-a-potty pumping of approximately 13 toilets 		

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	<ul style="list-style-type: none"> • Sign installation, repair or replacement • Vandalism repair 3. Signing <ul style="list-style-type: none"> • Signing installation, repair or replacement <ul style="list-style-type: none"> • Activities include directional signage, route marking and hazardous marking. 4. Fencing/Barriers to define trail <ul style="list-style-type: none"> • Materials include boulders and logs. 5. Environmental/Cultural Requirements <ul style="list-style-type: none"> • Soil Monitoring and Reporting, as required <ul style="list-style-type: none"> • Activities include completion of required color-coded trail evaluation, assessment of existing conditions, maintenance plan of Project Area, monitoring procedures, wet weather monitoring, compliance reporting and vegetation monitoring. • Wet weather/winter inspections per USFS Forest easement. 6. Public Outreach/Visitor Services <ul style="list-style-type: none"> • Trail maps and brochure creation and/or printing • Kiosk replacement, repair, updating, restocking • On-trail public contacts • Staging area snow removal
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	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
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DIRECT EXPENSES

Program Expenses

1	Staff						
	1. Staff-Highway Maintenance Worker	1666.00 00	42.000	HRS	69,972.00	69,972.00	0.00
	Notes : This position is responsible for all maintenance. This position performs all inspections all year long. Writes the inspection reports in the winter. This position is the on the ground position that ensures all work is performed to standards and identifies what needs to be completed. He performs all						

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equipment maintenance. Position assists with the restroom cleaning as needed. This position is in the parks division.						
2. Staff-Highway Maintenance Worker extra help Notes : This position will assist the Highway Maintenance Worker in the Parks Division with restroom pumping and trail maintenance.	500.000 0	24.000	HRS	12,000.00	12,000.00	0.00
3. Staff-Sr. Civil Engineer Notes : This position approved all of the Best Management Practices (BMP'S) installed on the trail and is responsible for the Saturated Soils Water Quality Protection Plan. He ensures they are working as designed and adjusts accordingly. This position provides technical direction to the Highway Maintenance Worker when needed. The cost of the position developed by the department and that was the billing rate	140.000 0	219.970	HRS	30,796.00	30,796.00	0.00

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received by staff for this application. This is the fully burdened rate for this position.						
4. Staff-Volunteer Notes : Volunteers work on the 16 segments of the Adopt a Trail program. They also assist with any projects that are to big for Adopt a Trail. They will be used on the Placer side of the trail as there is no Adopt a Trail on that side.	500.000 0	25.000	HRS	12,500.00	0.00	12,500.00
5. Staff-Surveyor's Office GIS Notes : This position supports the GIS collector program used by staff to document all work on the trail. Documentaiton is critial for the trail. There is no documentation on the Placer side. This position is responsilbe for the documentation of all the BMP's recorded in the program and all the reports genderated to meet the Saturated Soils Plan. This hourly rate is a fully	80.0000	100.000	HRS	8,000.00	0.00	8,000.00

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
burdened rate.						
6. Staff-Project Coordinator Notes : This position cooridantes work projects with the Tahoe National and Lake Tahoe Basin Management Unit. Also running all public meetings, taking items to the Board of Supervisors as needed and providing administration of the program.	53.0000	112.566	HRS	5,966.00	0.00	5,966.00
Total for Staff				139,234.00	112,768.00	26,466.00
2 Contracts						
1. Contracts-Restroom Pumping by Commercial Company Notes : The volumne has increased in the septic vaults which will require pumping twice a year. There are 3 vaults on the trail	6.0000	1000.000	EA	6,000.00	6,000.00	0.00
3 Materials / Supplies						
1. Materials / Supplies- Rock Notes : Rock that is used to armor the trail and to build the gabion baskets. This was a rate calculated at what	1.0000	10000.000	EA	10,000.00	0.00	10,000.00

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the cost would be to purchase the rock and delivery costs to a location where it would then have to be moved onto the trail.						
2. Materials / Supplies- Boulders Notes : Boulders have been used to fill in large holes or used as barriers along the trail. These have to be flown in when used. They are located at the addit and separated out because they are so large. They had never been used until last year and they worked great to fill in the holes.	50.0000	50.000	EA	2,500.00	0.00	2,500.00
3. Materials / Supplies- Log barriers Notes : logs are a great way to delineate the trail. As hazardous trees are dropped the logs will be moved into place using winches and jeeps to position them with volunteers. price is calculated by board feet. Measuring length and diameter of the log.	10.0000	150.000	EA	1,500.00	0.00	1,500.00
4. Materials / Supplies- Fencing	10.0000	82.500	EA	825.00	825.00	0.00

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Notes : Fencing is used to build gabions. Fencing is rolled out rock in put on the fencing and then the fencing is rolled over and pinned to the rock.						
Total for Materials / Supplies				14,825.00	825.00	14,000.00
4 Equipment Use Expenses						
1. Equipment Use Expenses-4x4 Notes : This vehicle tows the Jeep and Razor to the trail and used for all Rubicon business. Rate is charged by County Fleet.	15000.0 000	0.575	MI	8,625.00	0.00	8,625.00
2. Equipment Use Expenses-Jeep Notes : Jeep is used for maintenance activiites. To haul materials in on the trail and for inspections. This was purchased with grant funding about three years ago. This was the IRS mileage rate charged.	1000.00 00	0.575	MI	575.00	0.00	575.00
3. Equipment Use Expenses-Razor Notes : Razor is used to	500.000 0	0.575	MI	288.00	0.00	288.00

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get in and out quickly on the trail and for winter inspections						
4. Equipment Use Expenses-Trailer Notes : The trailers were not acquired with state funds. One trailer is a flat bed that transports the Jeep, the other is a cargo trailer used for the razor. Both acquired with County funds. Daily fees were used from the rates used by Transportation department. If I have to use one of the department trailers this is the rate I will have to pay.	25.0000	113.000	DAY	2,825.00	0.00	2,825.00
5. Equipment Use Expenses-Murooka Notes : This equipment is a track mounted dump truck that can provide rock to areas where the equipment can access without damage to the trail.	10.0000	208.000	DAY	2,080.00	0.00	2,080.00
6. Equipment Use Expenses-Backhoe rental Notes : This equipment	10.0000	450.000	DAY	4,500.00	4,500.00	0.00

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	is used to clean drainages and install water bars.						
Total for Equipment Use Expenses					18,893.00	4,500.00	14,393.00
5	Equipment Purchases						
6	Others						
Total Program Expenses					178,952.00	124,093.00	54,859.00
TOTAL DIRECT EXPENSES					178,952.00	124,093.00	54,859.00
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
	1. Indirect Costs-Indirect Costs	1.0000	18613.000	EA	18,613.00	18,613.00	0.00
Total Indirect Costs					18,613.00	18,613.00	0.00
TOTAL INDIRECT EXPENSES					18,613.00	18,613.00	0.00
TOTAL EXPENDITURES					197,565.00	142,706.00	54,859.00
TOTAL PROJECT AWARD					142,706.00		

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.