# CALIFORNIA STATE PARKS Off-Highway Motor Vehicle Recreation Division

# GRANTS AND COOPERATIVE AGREEMENTS PROGRAM REGULATIONS - APPENDIX (Rev. 1/22)

This document is for demonstration purposes only.

Please contact your assigned Grant Administrator directly to obtain an electronic version of the document.

# **APPENDIX**

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# **GENERAL INFORMATION**

						APPL	ICATION YEAR
APPLICANT TYPE (Check one)  CITY COUNTY DI	STRICT U.S. FOREST SEF	RVICE	U.S. BUREAU OF LA	ND MANAGEMENT		OTHER FEE	DERAL AGENCY
FEDERAL RECOGNIZED NATIV	/E AMERICAN TRIBE	DUCATION	AL INSTITUTIONS	NONPROFIT - 5	501(c)(	3)	STATE AGENCY
APPLICANT NAME (e.g., Department	nt, Division Office)		FEDERAL EMPLOY	YER IDENTIFICATION	N NUM	IBER	
			(NONPIONS ONE I)	-			
MAILING ADDRESS		CITY				STATE	ZIP CODE
P.O. BOX ADDRESS (If applicable)		CITY				STATE	ZIP CODE
	PROJECT	REQUE	ST(S) SUMMAR	Υ			
PROJECT TYPE	PROJECT TITLE		GRANT REQUEST	MATCH		TOTAL PROJECT COST	
1.				•	WATON		
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
	TOTAL (Rour	nded to th	e nearest \$1)	\$0		\$0	\$0
APPL	ICANT'S AUTHORIZED	REPRES	ENTATIVE AND	CONTACT PE	RSO	N	
NAME OF AUTHORIZED REPRESE	NTATIVE		NAME OF PROJECT	T ADMINISTRATOR			
TITLE			TITLE				
TELEPHONE		TELEPHONE					
FAX			FAX				
E-MAIL			E-MAIL				

# **LOCATION MAP**

	APPLICATION YEAR:
APPLICANT NAME:	

**INSTRUCTIONS**: Click on the arrow and drag to the Applicant's general location.



# OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

# **PUBLIC REVIEW PROCESS**

		APPLICATION YEAR:
APPLICANT NAME:		
PUBLIC NOTIFICATION EFFORTS:		
Check all that apply:		
☐ NOTICE TO INTERESTED PERSON(S)	DATE:	
PUBLISHED ON APPLICANT'S WEBSITE	DATE:	
PUBLISHED IN NEWSPAPER	DATE	
☐ NEWS RELEASE ISSUED	DATE	
PUBLIC MEETING(S)/HEARING(S) HELD	DATE	
PUBLIC COMMENTS:		
Briefly summarize public comments received that are relevant to ea	ach Project c	or the Grant Application as a whole:
APPLICATION DEVELOPMENT AS A RESULT OF PUBLIC COMMENTS	· .	
Were changes made to the Application as a result of public comme		
☐ YES ☐ NO		
Describe how public comments affected the Application:		

# **EQUIPMENT INVENTORY**

APPI	ICAT	ION	YEAR:

APPLICANT NAME:

Enter all Equipment and trailers purchased with OHV Trust Funds and still in use:

#	ITEM DESCRIPTION	MAKE	MODEL	MODEL YEAR	VEHICLE IDENTIFICATION NUMBER (VIN) or SERIAL NUMBER	PROJECT AGREEMENT NUMBER
1.						
2.						
3.						
4.						
5.						
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24.						
25.						

# **ENVIRONMENTAL REVIEW DATA SHEET**

	APPLICATION YEAR:			
APPLICANT NAME:	PROJECT TITLE:			
ITEM 1				
Has a CEQA Notice of Determination (NOD) been filed for the I	Project?			
If YES, stop here. If NO, continue to ITEM 2				
ITEM 2				
Does the proposed Project include a request for funding for CE preparation prior to implementing the remaining Project Deliver Project pursuant to Section 4970.06.1(b))	rables (i.e., is it a two-phased			
If YES, stop here. A subsequent ERDS shall be prepa Project phase if an NOD has not been filed at that tim If NO, continue to ITEM 3	ared prior to the OHMVR Division approval of the second e.			
ITEM 3				
Are the proposed activities a "project" under CEQA Guidelines	Section 15378? YES NO			
	sonnel and support to enforce OHV laws and ensure public sical change in the environment, or a reasonably foreseeable			
reasonably foreseeable indirect physical change	cause any physical change in the environment, or a in the environment, and are thus not a "project" under CEQA., grading, etc. typically are considered a project under CEQA.			
<b>NOTE:</b> If the proposed activities are considered a "Project" under CEQA Guidelines Section 15378, the Applicant must provide an explanation for answers to ITEMS 4 – 13. Simple YES or NO responses without an explanation shall not be accepted. If an explanation can be found in NEPA or other documentation, then summarize and list the page number from which the Applicant is summarizing. For ITEMS 5–13, the Applicant may refer to Best Management Practices (BMPs), Standard Operating Practices or Procedures (SOPs), and Limited Operating Periods (LOPs), or similar standard measures described in ITEM 4, that will avoid adverse effects from the Applicant's activities.				
ITEM 4				
Specify all standard measures (e.g., BMPs, established SOPs incorporated into the Project description to avoid potential impresources evaluated in the ERDS.				

#### **ENVIRONMENTAL REVIEW DATA SHEET**

#### ITEM 5

Evaluate the impact of this Project on wetlands, navigable waters, special-status species (including threatened and endangered species), and sensitive habitats. All Applicants must address all special-status species that have the potential to occur in the Project Area. Describe what analysis was completed as a part of the evaluation to determine potential impacts.

Applicants are encouraged to refer to the California Department of Fish and Wildlife California Natural Diversity Database (CNDDB) to identify special-status species that have a potential to occur within and surrounding the Project Area. If the applicant does not have a CNDDB subscription, contact your grant representative for assistance conducting this record search.

Applicants are encouraged to refer to the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) to identify special-status species, not captured by CNDDB, and USFWS designated critical habitats that have a potential to occur within and surrounding the Project Area.

Applicants are encouraged to refer to the USFWS National Wetlands Inventory (NWI) to identify wetlands or other waters within and surrounding the Project Area.

ITEM 6
Does USFWS final or proposed designated critical habitat for threatened and/or endangered species exist within or surrounding the Project site)?
Applicants are encouraged to refer to the USFWS IPaC to identify designated critical habitat within and surrounding the Project Area.
ITEM 7
Evaluate cumulative impacts from this Project along with others of the same type in the same general place, such as increased noise or traffic. Refer to the cumulative impacts discussion in the environmental impact statement, land management plan, or other sources as appropriate. Describe what analysis was completed as a part of the evaluation to determine potential impacts.
ITEM 8
Discuss whether the proposed Project could have a significant effect on the environment due to substantial soil erosion or the loss of topsoil. Describe what analysis was completed as a part of the discussion to determine potential effects.
ITEM 9
Discuss the potential for damage to scenic resources within the viewshed of a highway officially designated as a state scenic highway. Describe what analysis was completed as part of the discussion to determine potential impacts.

# **ENVIRONMENTAL REVIEW DATA SHEET**

ITEM 10
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)?
Refer to the Cortese List data resources at the following website to identify documented toxic hazards at the Project site:
www.calepa.ca.gov/SiteCleanup/CorteseList/default.htm
If YES, describe the location of the hazard relative to the Project site, the level of hazard and the measures to be taken to minimize or avoid the hazards.
ITEM 11
Discuss the potential for the proposed Project to have any substantial adverse impacts to historical or cultural resources. Describe what analysis was completed as a part of the discussion to determine potential impacts.
ITEM 12
Discuss the potential for the Project to cause indirect significant impacts, such as by causing user groups to go elsewhere, causing significant impacts off-site, or significantly increasing use in the vicinity of the Project site. Describe what analysis was completed as a part of the discussion to determine potential impacts.
ITEM 13
Discuss if the approval of the proposed project would change the existing baseline conditions and/or change OHV facility operations.

State of California - The Resources Agency DEPARTMENT OF PARKS AND RECREATION

OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

# HABITAT MANAGEMENT PROGRAM PART 1

APPLICATION YEAR:
APPLICANT NAME:
ITEM 1. DETERMINE THE NEED FOR FULL HMP
All Applicants submitting Projects involving Ground Disturbing Activities are subject to Habitat Management Program (HMP) requirements. The HMP must cover the combined Project Area of all proposed Projects with Ground Disturbing Activities.
Applicants able to certify that none of the proposed activities listed in the Application contain any risk factors to special-status species and/or sensitive habitats shall submit only HMP Part 1. Applicants who cannot certify that the proposed activities listed in the Application do not contain any risk factors to special-status species and/or sensitive habitats shall submit HMP Parts 1 and 2 in accordance with 14 CCR Section 4970.06.2.
Can the Applicant certify that none of the proposed Projects with Ground Disturbing Activities, including the OHV Recreation directly facilitated by these activities, contain any risk factors to special-status species and/or sensitive habitats?
If YES, complete ITEM 2 at time of Preliminary Application If NO, complete HMP PART 2 at time of Final Application
ITEM 2
Discuss the research and justification used to certify that the proposed Project does not contain any risk factors to special status species and/or sensitive habitats.
To demonstrate that all special status species and sensitive habitat have been considered for evaluation within the HMP, Applicants are encouraged to attach a California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB), United States Fish and Wildlife Service (USFWS) Information Planning and Consultation (IPaC), and USFWS National Wetland Inventory (NWI) record search for the proposed Project Area. The record searches ought to cover an appropriate buffer surrounding your proposed Project footprint(s).

**SECTION I. SUMMARY OF HMP CHANGES** 

# HABITAT MANAGEMENT PROGRAM PART 2

APPLICATION YEAR:	
APPLICANT TYPE / NAME:	
Is this Application supported by a HMP submitted by another Applicant? YES Identify Applicant submitting HMP:	□ NO
Has the Applicant previously submitted a HMP Part 2 that is currently in use in the proposed Project Area?	□ NO

Applicants must submit a complete HMP with all Tables, regardless of whether a HMP was previously submitted. Hardcopy maps may remain on file at the Division and do not need to be resubmitted if they have not changed. Submittal of all maps in an electronic format is encouraged.

Table 1 describes how the program has changed from last year. Summarize any changes including additions to the previous year's HMP.

**Change From Previous Year** – Describe a substantive change (e.g., new species being monitored, change in monitoring methodology) in the HMP from the previous year.

**Section Where Change Occurs** – List where the change is found in the HMP.

Change From Previous Year	Section Where Change Occurs
Change From Frevious Teal	Section Where Change Occurs

NOTE: For all Applicants having not previously submitted a HMP that is currently in use in the proposed Project Area: Submit only Sections II-IV.

Whenever the HMP relies on a study, the HMP must clearly explain how that study applies to the specific Project Area.

# SECTION II. SPECIAL-STATUS SPECIES AND ANY OTHER SPECIES OF LOCAL CONCERN THAT WERE CONSIDERED FOR INCLUSION IN THE HMP

Complete Table 2 for all reviewed special-status species and any other species of local concern. List all special-status species that could occur within the Project Area of all proposed Projects with Ground Disturbing Activities. Special-status species are:

- Federally Endangered (FE)
- Federally Threatened (FT)
- Species proposed for federal listing as endangered or threatened (FPE/T)
- Federal Candidate (FC)
- United States Forest Service Sensitive Species (FSS)
- Bureau of Land Management Sensitive Species (BLMSS)
- State Endangered (SE)
- State Threatened (ST)
- Species proposed for state listing as endangered or threatened (SPE/T)
- State Candidate (SC)
- California Species of Special Concern (CSSC)
- State Fully Protected (SP)
- California Rare Plant Rank 1A-4 (CRPR)
- United States Forest Service Management Indicator Species "MIS" (FSMIS)
- Bureau of Land Management "MIS" (BLMMIS)
- Species of local concern and any other that the Grant or Cooperative Agreement Applicant has determined shall be included in the HMP (SLC)

Listing Status – Identify the list(s) that contain the identified species utilizing the acronym codes in parentheses above.

**Habitat** – Describe the listed species' habitats.

**Potential for Occurrence** – Identify whether there is potential for the listed species to occur within the Project Area of applicable proposed Projects.

Addressed by HMP? – Indicate whether the species or habitat is addressed in the HMP. If not, explain why. If the species could potentially be affected by any Project activities, including the use directly facilitated by those activities, state YES and be sure to address the species in subsequent HMP sections. If the species could not be affected by Project activities, state NO. Include a brief explanation of the rationale for not including a particular species when the answer in the column box is NO. For example, if activities are limited to routine trail maintenance involving trail brushing, minor grading, and reinstallation of erosion control structures, those activities probably would not affect foraging special-status migratory birds.

NOTE: The Wildlife and Habitat Data Analysis Branch of the California Department of Fish and Wildlife (CDFW) produces complete lists of "special" plants and animals, which are updated as part of the California Natural Diversity Data Base (CNDDB). Subscribers to CNDDB receive the list data as part of their subscription. The lists can also be obtained from the CDFW website at:-http://www.wildlife.ca.gov. Other useful California species lists can also be found at this website.

Table 2	2. Table of All Spin the HMP	pecial-Status Spe	ecies and Any (	Other Spe	cies of Local Concern That W	ere Considered for Inclusion
	Species	Listing Status <sup>1</sup>	Habitat		Potential for Occurrence <sup>2</sup>	Addressed by HMP? If not, explain why? <sup>3</sup>
11 ictina Ct	otus Kov					
**Listing Status Key: FE Federally Endangered FT Federally Threatened FPE/T Species proposed for federal listing as endangered or threatened FC Federal Candidate FSS USFS Sensitive Species BLMSS BLM Sensitive Species SE State Endangered ST State Threatened SPE/T Species proposed for state listing as endangered or threatened			SC CSSC SP CRPR FSMIS BLMMIS SLC	State Candidate California Species of Special Concern State Fully Protected California Rare Plant Rank 1A-4 USFS Management Indicator Species BLM Management Indicator Species Species of Local Concern and any other the in the HMP	Applicant has determined shall be include	

<sup>2</sup>Potential for occurrence could be based upon presence or absence of suitable habitat, incidental observations, and/or survey results. <sup>3</sup>Examples of reasons to exclude species from the HMP include:

- surveys have shown that the species' habitat does not occur in or near any OHV Recreation area
- potential habitat exists, but surveys to protocol have not detected the species
- there is no overlap in time between OHV Recreation and species occurrence (or sensitivity such as nesting)
- risk factors—there are no known risk factors for the species that are related to OHV Recreation (examples of risk factors for species include turbidity, sedimentation of spawning gravels for fish, increase in water temperature [for fish and amphibians], loss of snags [for cavity nesters], elimination/disturbance of hollow logs as denning sites [for fur bearers])
- the species has not been seen in the area in a long time (e.g., since 1952)

### SECTION III. MAP(S) OF PROJECT AREA WITH SPECIES AND/OR HABITAT ADDRESSED BY THE HMP

Applicants must include maps for all species and/or habitats addressed in the HMP (i.e., where YES is the answer to the question in the fifth column of Table 2). The map(s) should illustrate the spatial relationship between special-status species, Project activities, and OHV Recreation. If the Applicant does not include a map showing each species and/or habitat as described above, provide an explanation for the omission (e.g., lack of funds, mapping next year). Maps must include the following:

- Identification of Project activities and OHV Recreation within the Application Project Area (e.g., Roads, trails, and areas open for OHV Recreation) and the location of special-status species and/or their habitats. If specific features (e.g., streams, specific campgrounds) are discussed in the HMP, they shall be shown on the maps. Detailed location information that might jeopardize special-status species does not need to be included. The Applicant may use circles or other symbols to indicate relative locations.
- Include a north arrow and scale. Reference all maps to a vicinity map of the OHV area or otherwise clearly indicate the location of the area mapped.
- 3. Use the same common/scientific names on the map as are used in Table 2.
- 4. Attach all relevant maps to the HMP. Maps must be in an electronic format, such as JPEG or PDF files.

#### SECTION IV. MANAGEMENT/MONITORING PROGRAM BY SPECIES AND SENSITIVE HABITAT

Complete Tables 3, 4, and 5 to provide a description of the data, management program, monitoring program, and management review and response process for the species/habitats marked YES in Table 2. Address the information in all three tables for each species, related group of species, or habitat.

### Table 3: Data (Including Baseline Data) and Management Program for Species and/or Sensitive Habitats

Complete Table 3 for each species and habitat marked YES in Table 2. Each column must be filled out for each species/habitat.

**Species/Habitat** – List all species/habitats marked YES in Table 2. Similar species/habitats may be grouped, but all species/habitats marked YES in Table 2 must be clearly addressed.

**Known Information** – Summarize relevant information known about each species and/or sensitive habitat (e.g., general location, population size, and use of the area as breeding and foraging).

**Methodology** – Summarize methodology used to obtain known information, including protocols and frequency/intensity of effort.

**Concerns/Risks/Uncertainties** – Explain how OHV Recreation may be affecting the species or habitat. Describe the concerns and risks (e.g., loss of salmon spawning habitat and riparian vegetation at stream crossings) related to OHV management and describe any uncertainties about potential effects (e.g., dust from OHV Recreation may negatively affect the spawning habitat but the impact, if any is unknown). The concerns/risks drive the management program.

**Management Objective(s)** – List all management objectives(s) (e.g., keep sediment out of the stream; maintain riparian vegetation at stream crossings) that have been developed to address the identified concern/risk(s) and any identified uncertainties.

**Management Action(s)** – List all proposed or ongoing management actions (e.g., harden stream crossings; install fence to keep OHVs on designated trails) to meet the objective(s).

**Success Criteria** – List the success criteria (e.g., no additional sediment in the spawning gravels; no loss of riparian vegetation at stream crossings) that will be used to gauge the effectiveness of each management action.

Table 3. Data (Including Baseline Data) and Management Program for Species and/or Sensitive Habitats								
Species/ Habitat	Known Information	Methodology (Used to obtain Known Information)	Concerns/Risks/ Uncertainties	Management Objective(s) (Related to Concerns/Risks/ Uncertainties)	Management Action(s) (to meet Management Objectives)	Success Criteria (to measure results of Management Actions)		

# Tables 4a and 4b: Applicable Monitoring

Complete Table 4a for all species/habitats marked YES in Table 2. Each column must be filled out for each species/habitat.

Complete Table 4b if applicable per instructions below.

Whenever the HMP relies on a study, the HMP must clearly explain how that study applies to the specific Project Area.

## Table 4a. Summary of HMP Monitoring Program

**Species/Habitat** – List all species/habitats marked YES in Table 2. Species/habitats may be grouped where the same monitoring methodology addresses all such species, but all species/habitats marked YES in Table 2 must be clearly addressed. Where a monitoring methodology addresses all such species, state "All Species."

**OHV Effects Detection Methodology** – "OHV Effects Detection Methodology" is defined as qualitative monitoring to detect change caused by OHV Recreation. Describe how OHV Effects Detection Methodology will be conducted (e.g., the wildlife checklist, visiting known habitat or populations, before and after photo points).

Management Action Effectiveness Monitoring Methodology – "Effectiveness Monitoring" uses the success criteria to determine if the management actions achieved the desired management objectives. Include the success criteria, management actions, and management objective from Table 3. Appropriate effectiveness monitoring may ultimately be based on larger-scale monitoring efforts. This methodology is intended to monitor the effectiveness of management actions taken. These actions can include previously installed best management practices (BMPs) or new BMPs needed to fix a problem identified during change detection monitoring. Describe how effectiveness monitoring will be conducted (i.e., describe how the Applicant will assess whether each management action is successful based on success criteria in Table 3). Include specific triggers for management change.

Triggers for Management Change – List examples of problems that would trigger a management action.

Table 4a. Summary of HMP Monitoring Program							
Species/ Habitat	OHV Effects Detection Methodology	Management Action Effectiveness Monitoring Methodology	Triggers for Management Change				

### **Table 4b. Validation Monitoring (if applicable)**

"Validation Monitoring": uses scientific studies that determine whether the underlying management assumptions are correct (e.g., "Have the appropriate concerns and risks been identified? Does meeting the management objectives ensure that OHV activities are not adversely affecting populations of species x?"). For most projects, this table is not applicable, but validation monitoring should be described where it is relevant to monitoring and evaluating the effects of OHV recreation on species/habitats in Table 2.

**Species/Habitat** – List any species/habitats marked YES in Table 2 for which validation monitoring is being/has been conducted. Species/habitats may be grouped where the same monitoring methodology addresses all such species. Where a monitoring methodology addresses all such species, state "All Species".

Identify Any Applicable Validation Monitoring (Focused Studies) – Describe any studies being conducted to determine whether the underlying management assumptions are correct (Validation Monitoring). Monitoring must relate directly to the project area and species/habitat. Be specific as to the applicability.

Table 4b. Validation Monitoring (if applicable)						
Species/Habitat	Identify Any Applicable Validation Monitoring					

### Table 5: Management Review and Response; Adaptive Management

Table 5 describes what the Applicant plans to do with monitoring data. Address each monitoring methodology listed in Table 4a and Table 4b (if applicable).

**Monitoring Methodology** – List each monitoring methodology that was included in Table 4a, Column 2 (OHV Effects Detection Methodology) and Column 3 (Management Action Effectiveness Monitoring Methodology); and Table 4b, Column 2 (Validation Monitoring), if applicable. Use a separate row for each monitoring methodology. Species can be combined if methods are the same for more than one species (e.g., serpentine plants, bats, etc.).

**How Monitoring Data Will Be Analyzed and Used to Inform Management** – Describe how the Applicant will use the monitoring data to determine if management objectives from Table 3 (Column 5) are being met and whether any management changes are necessary. How will monitoring data be analyzed? How will monitoring data be used to correct any problems found or evaluate whether other changes to management of OHV recreation are needed?

**Management Response to Identified Triggers** – Describe the management responses to the identified triggers listed in Table 4a, Column 4.

Table 5. Management Review and Response; Adaptive Management

Monitoring Methodology (from Table 4a, Columns 2 and 3 and Table 4b, Column 2)	How Monitoring Data Will Be Analyzed and Used to Inform Management	Management Response to Identified Triggers (from Table 4a, Column 4)

### SECTION V. PREVIOUS YEAR'S MONITORING RESULTS AND MANAGEMENT ACTIONS BASED ON MONITORING RESULTS

Summarize the previous year's monitoring accomplishments and results in Table 6.

**Monitoring Accomplishments** – Summarize each monitoring action that was implemented under the previous year's HMP. Discussion must be directly related to each monitoring method listed in Table 5, Column 1 of the previous year's HMP.

**Results** – Summarize the results of each monitoring accomplishment. Applicants are encouraged to attach specific monitoring reports and/or checklists that provide more details.

**Were Objectives and Success Criteria Achieved?** – Describe whether management actions achieved the objectives and success criteria in the previous year's HMP. Make sure to specifically address the objectives listed in Table 3, Column 5, and the success criteria listed in Table 3, Column 7 of the previous year's HMP.

Applicants must keep the detailed monitoring results on file for reference. The results must be made available to the OHMVR Division upon request.

Table 6. Previous Year's Monitoring Results							
Monitoring Accomplishments (List Methodologies listed in previous year's Table 5, Column 1)	Results	Were Objectives and Success Criteria Achieved? (from Table 3)					

# **Table 7: Management Actions Based on Monitoring Results**

Use Table 7 to summarize the management actions taken and/or planned based on the monitoring results of the previous year.

**Management Actions** – Identify all the management actions taken or planned based on the monitoring results of the previous year. Management actions must be listed for each situation in Table 6 for which the objectives and success criteria were not achieved. Management actions could be those listed in Table 3, Column 6, or other actions specific to the issue.

Species/Habitat - List the species/habitats for which each management action was taken and/or planned.

Date Completed or Planned – Identify the date the action item was accomplished or is planned to be accomplished.

**Changes Needed to HMP** – Describe how the Applicant is going to change its HMP, including changes to monitoring, to allow the Applicant to better meet success criteria or objectives.

Table 7. Management Actions Based on Monitoring Results							
Management Actions	Species/ Habitat	Date Completed or Planned	Changes Needed to HMP				

### Table 8: Management Actions Taken in Response to HMP-related Public Concerns

Concern Raised by Public - Describe any HMP-related concerns raised by the public.

Actions Taken to Address the Concern - Describe actions taken to address the concern.

Table 8. Management Actions Taken in Response to HMP-related Public Concerns					
Concern Raised by Public	Actions Taken to Address the Concern				

# **Soil Conservation Plan**

ADDIVOTONIVEAD
APPLICATION YEAR:
APPLICANT NAME:
ITEM 1. DETERMINE THE NEED FOR FULL SOIL CONSERVATION PLAN
All Applicants submitting Projects involving Ground Disturbing Activities shall submit a Soil Conservation Plan that clearly identifies what proposed Project(s) will be addressed and how the Soil Conservation Standard will be achieved for each proposed Project. The Soil Conservation Plan must cover the combined Project Area of all proposed Projects with Ground Disturbing Activities.
Applicants able to certify that none of the proposed activities listed in the Application have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability, shall submit the Soil Conservation Plan form only. Applicants who cannot certify that the proposed activities listed in the Application will have no potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities or generate soil loss that exceeds restorability shall submit the Soil Conservation Plan form and a Soil Conservation Plan (refer to 14 CCR Section 4970.06.3).
Can the Applicant certify that none of the proposed Projects with Ground Disturbing Activities, including the OHV Recreation directly facilitated by these activities, have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability?
☐ YES ☐ NO
If YES, complete the SCP form ITEM 2 If NO, complete a Soil Conservation Plan (refer to 14 CCR Section 4970.06.3.)
ITEM 2
Discuss the analysis and justification used to certify that the proposed Project, or OHV Recreation activity, does not have the potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability.

# **PROJECT COST ESTIMATE**

APPLICANT NAME:								
							IBER (Division u	se only):
PROJECT TITLE:						PROJECT NOW	IDEN (DIVISION U	se only).
PROJECT TYPE:	ACQUISITION		OPMENT	_	CATION & SAFET	Υ	GROUND OP	ERATIONS
	LAW ENFORCEMENT	PLANN:	ING	RES	TORATION			
PROJECT DESCRIPTI	ON:							
							ODANIT	TOTAL
	CATEGORY	QTY	UNIT*	UNIT COST	SUBTOTAL	MATCH	GRANT REQUEST	PROJECT COST
STAFF:					002.0			
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
			S	TAFF TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00
CONTRACTS:					<b>#0.00</b>		<b>#0.00</b>	<b>#0.00</b>
					\$0.00		\$0.00	\$0.00
					\$0.00 \$0.00		\$0.00 \$0.00	\$0.00 \$0.00
			CONTRA	ACTS TOTAL:	\$0.00	\$0.00	\$0.00 \$0.00	\$0.00
MATERIALS/SUPP	LIES:		JOHITA	NOTO TOTAL.	ψ0.00	ψ0.00	ψ0.00	Ψ0.00
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
		MATERIA	LS/SUPP	LIES TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT USE I	EXPENSES:							
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
	FOLUB	MENTII	SE EVDEN	ISES TOTAL:	\$0.00 <b>\$0.00</b>	\$0.00	\$0.00 <b>\$0.00</b>	\$0.00 <b>\$0.00</b>
EQUIPMENT PURC		WIENT US	DE EXPEN	ISES IUIAL:	\$0.00	\$0.00	\$0.00	\$0.00
EQUI IIIENT TORC	inoto.				\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
	EQI	JIPMENT	PURCHA	SES TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00
OTHER:								
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
					\$0.00	<b>A</b> = = c	\$0.00	\$0.00
INDIDECT COSTS	(4) (4)	, :		HER TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00
INDIRECT COSTS	(Not to exceed 15% of the Grant Reques	st amount,	): 		\$0.00	\$0.00	\$0.00	\$0.00
				SUBTOTAL:	\$0.00	\$0.00	\$0.00	\$0.00
				nearest \$1):	\$0	\$0	\$0	\$0
	propriate unit of measure (e.g., hours =	= hrs., mc	onths = mo	s., each = ea.,	feet = ft., miles :	= mi.,		

# **APPLICANT CERTIFICATIONS**

			APPLICATION YEAR:					
APPLICA	NT NAN							
Α.	A. The Applicant hereby certifies, under the penalty of perjury, compliance with the following terms and conditions:							
	1.	If the Project involves a Ground Disturbing Activity, the Applicant agrees to recondition of soils and wildlife in the Project Area each year in order to determine the soil conservation standard adopted pursuant to Public Resource Code (PRO 5090.35 and the HMP prepared pursuant to Section 5090.53(a) are being met.	ne whether					
	2.	If the Project involves a Ground Disturbing Activity, the Applicant agrees that, whe soil conservation standard adopted pursuant to PRC Section 5090.35 is not be any portion of a Project Area, the recipient shall close temporarily that no portion, to repair and prevent accelerated erosion, until the same soil conservation adopted pursuant to PRC Section 5090.35 is met.	eing met in ncompliant					
	3.	If the Project involves a Ground Disturbing Activity, the Applicant agrees that, whe HMP prepared pursuant to PRC Section 5090.53(a) is not being met in any project Area, the recipient shall close temporarily that noncompliant portion until HMP prepared pursuant to PRC Section 5090.53(a) is met.	ortion of a					
	4.	The Applicant agrees to enforce the registration of off-highway motor vehicles and provisions of Division 16.5 (commencing with Section 38000) of the Vehicle Center enforce the other applicable laws regarding the operation of off-highway motor vehicles and provided the other applicable laws regarding the operation of off-highway motor vehicles and provided the other applicable laws regarding the operation of off-highway motor vehicles and provided the other applicable laws regarding the operation of off-highway motor vehicles and provided the other applicable laws regarding the operation of off-highway motor vehicles and provided the other applicable laws regarding the operation of off-highway motor vehicles and provided the other applicable laws regarding the operation of off-highway motor vehicles are considered to the other applicable laws regarding the operation of off-highway motor vehicles are considered to the other applicable laws regarding the operation of off-highway motor vehicles are considered to the other applicable laws regarding the operation of off-highway motor vehicles are considered to the other applicable laws regarding the operation of off-highway motor vehicles are considered to the other applicable laws regarding the operation of off-highway motor vehicles are considered to the other applicable laws regarding the operation of off-highway motor vehicles are considered to the other applicable laws regarding the operation of off-highway motor vehicles are considered to the other applicable laws regarding the operation of off-highway motor vehicles are considered to the other applicable laws regarding the operation of off-highway motor vehicles are considered to the other applicable laws regarding the operation of other laws are considered to the other laws are con	ode and to					
	5.	The Applicant agrees to cooperate with appropriate law enforcement entities proper law enforcement at and around the Facility.	to provide					
	6.	The Applicant's Project is in accordance with local or federal plans and the strate OHV Recreation prepared by the OHMVR Division.	gic plan for					
В.	The	Applicant must describe the following programmatic conditions:						
		Identify the potential for the facility to reduce illegal and unauthorized OHV Recreat activities in the surrounding areas:	ion					
		Describe how the Applicant is meeting the operations and maintenance needs of a OHV Recreation Facility under its jurisdiction:	ny existing					
C.	City	and county Applicants only:						
		cribe how fees collected pursuant to Section 38230 of the Vehicle Code (in-lieu fur zed and whether the fees complement the Applicant's proposed Project:	nds) are					
D.	U.S	. Forest Service Applicants only:						
		ects within the O&M category that affect lands identified as inventoried roadless are st Service, are compliant with PRC 5090.50(b)(1)(C).	eas by the U.S.					
	<u> </u>	∕ES □ NO						

# LAW ENFORCEMENT PROJECT CERTIFICATION

	APPLICAT	ION YEAR:
APPLICANT NAME:	<u> </u>	
ITEM 1		
Identify areas with high priority law enforcement needs because of public safety, cultural resources, environmental habitats, including wilderness areas and areas of critical environmental concerns:	and sensi	itive
ITEM 2		
Describe how the proposed Project relates to OHV Recreation and will sustain OHV Recreation, mo access to non-motorized recreation, or OHV Opportunities associated with the Project Area:	torized of	f-highway
ITEM 3		
Describe the Applicant's formal or informal cooperation with other law enforcement agencies:		
ITEM 4		
Does the Applicant recover a portion of the law enforcement costs directly associated with privately sponsored OHV events where sponsors have obtained a local permit? [	YES	□ NO
Explain:		
ITEM 5		
The Applicant agrees to implement a public education program that includes information on safety programs available in the area and how to report OHV violations?	YES	□ NO
ITEM 6		
Describe the Applicant's OHV law enforcement training program including how the training program to address OHV safety and natural and cultural resource protection:	educates	personnel
ITEM 7		
Is the proposed project in accordance with local or federal plans and the OHMVR Division Strategic Plan?	] YES	□ NO
ITEM 8		
Local agencies only – Describe the Applicant's policies and/or agreements regarding enforcement	on federa	al land:
ITEM 9		
<b>Counties only –</b> Describe how the OHV in-lieu of tax funds are being used and whether the use of to complements the Applicant's project:	these fees	5
ITEM 10		
<b>Applicants who manage OHV Recreation Facilities –</b> Describe how your organization is meeting maintenance needs:	its operat	ion and
Item 11		
The Applicant agrees to enforce the registration of OHVs and the other provision of Division 16.5 commencing with Section 38000 of the vehicle code and to enforce other applicable laws regarding the operation of OHVs?	YES	□ NO

APPLICATION YEAR:

# LAW ENFORCEMENT NEEDS ASSESSMENT

APPLICANT NAME:
ITEM 1
Describe the proposed enforcement Project including the geographical area served, educational outreach, and circumstances unique to the Applicant:
ITEM 2
Describe the number of miles, acreage or square miles patrolled:
ITEM 3
Describe the frequency of the patrols:
ITEM 4
How many officers will be deployed for the purposes of the proposed Project?

# **GOVERNING BODY RESOLUTION**

RESOLUTION NUMBER:
RESOLUTION OF THE:
(Title of Applicant's Governing Body)
APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS
WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and
WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and
WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval to receive grant funding from the Off-Highway Motor Vehicle Grant funds; and
WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project;
NOW, THEREFORE, BE IT RESOLVED that the hereby:
(Applicant's Governing Body)
<ol> <li>Approves the receiving of grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program; and</li> <li>Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and</li> <li>Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and</li> </ol>
<ol> <li>Certifies that the Project will be well-maintained during its useful life; and</li> <li>Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and</li> <li>Certifies that this agency will provide the required matching funds; and</li> </ol>
<ol> <li>Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and</li> <li>Appoints the (designated position) as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.</li> </ol>
Approved and Adopted on the day of, 20 I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by
(Applicant's Governing Body) following a roll call vote:
Ayes:
·
Noes:
Absent:
<b>&gt;</b>
(Clerk)

# Grants and Cooperative Agreements Program Nonprofit Certification

The Off-Highway Motor Vehicle Recreation (OHMVR) Division has determined that "self-dealing" as defined in section 5233 of the California Corporations Code is incompatible with the dispersal of monies drawn from the Off-Highway Vehicle Trust Fund in the pursuit of OHMVR Division's mission. Prudent and proper use of the Grant monies requires transparency and fairness, which is not served when an individual and/or a business profits or has a material financial interest in the use of the funding. Therefore, a non-profit organization shall have a resolution passed by the Board of Directors and dated within 90 days of Grant Application submission verifying the following information. Failure to submit the required resolution shall result in a rejection of the Application.

Verification of Non-Interested Board Members

We, the Board of Directors of [non-profit name] ("Board"), a non-profit 501(c)(3), certify that

no Board members have a "material financial interest" which would qualify them as "interested directors" in the business of the Board of Directors of \_\_\_\_\_\_\_\_\_, per California Corporations Code section 5233; and
 no current Board members have in the past or will in the future engage in a "self-dealing" transaction, as defined in California Corporations Code section 5233, and
 the Executive Director and staff do not have a material financial interest in the business of the nonprofit organization.

I declare under penalty of perjury that the information provided on this form are true and correct to the best of my knowledge.

Chair, Board of Directors	Date

# **PROJECT AGREEMENT**

PROJECT AGREEMENT NUM	MBER:		PRO	JECT TYPE:				
GRANTEE:								
PROJECT TITLE:								
PROJECT PERFORMANCE F	PERIOD: FROM		THROUGH:	THROUGH:				
MAXIMUM AMOUNT PAYABL	E SHALL NOT EXCEED							
		de and entered into, on, Off-Highway Mo				acting by and through ntee.		
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 this Project Agreement.								
ATTACHMENT 1 - PR	OJECT COST EST	IMATE						
ATTACHMENT 2 - GE	ENERAL PROVISIO	NS						
GRANTEE				STATE OF CALIFORNIA				
AUTHORIZED SIGNATURE:			AUTHORIZED		0. 0.			
>			>	>				
AUTHORIZED NAME:  AUTHORIZED NAME:								
TITLE:			TITLE:	TITLE:				
DATE:			DATE:	DATE:				
	CEF	RTIFICATION OF FU	INDING (FOR ST	ATE USE ON	NLY)			
CONTRACT NUMBER:		SUPPLIER ID:		FUND DESCRIPTION:				RIPTION:
REPORTING STRUCTURE:	ACCOUNT:	ACTIVITY:	CONTRACT AM	CONTRACT AMOUNT:		ROGRAM:		
BU:	REF:	FUND:	ENY:	CHAPTER:	: FI	SCAL YEAR:		
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.  SIGNATURE OF DPR ACCOUNTING OFFICER:  DATE:								

# Project Agreement General Provisions (Federal Agencies other than U.S. Forest Service)

#### A. Definitions

- The term "State" as used herein means the State of California, 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 "Application" as used herein means the individual Project Application and attachments required pursuant to the enabling legislation, regulations, and/or Grant program, which is hereby incorporated into this Agreement by reference.
- 4. The term "Project" as used herein means the Project described in Attachment 1 of this Agreement and in the Application.
- 5. The term "Project Cooperative Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
- 6. The term "Federal Agency" as used herein means the unit of Federal Government named on page 1 of this Agreement as the Federal Agency.

### B. Project Execution

 Subject to the availability of funds through an appropriation in the state budget, the State hereby commits to the Federal Agency a sum of money not to exceed the amount 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 under the terms and conditions set forth in this Project Cooperative Agreement.

The Federal Agency agrees to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration of the Project as set forth in the Application on file with the State must be submitted to the State for approval prior to disbursement of funds.

- The Federal Agency agrees to execute and 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 Federal Agency proceeding with the Project. Unless the development plans, specifications and estimates or Force Account Schedule are approved by the State, the State shall have no obligations to make Grant payments for the work or any construction which is commenced.
- 4. The Federal Agency 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 Federal Agency shall complete the development work in accordance with the State-approved development plans, specifications, and estimates or Force Account Schedule.
- 5. The Federal Agency shall make property or facilities acquired and/or developed pursuant to this Project Cooperative 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.

- 6. If the Project includes acquisition of real property, the acquisition shall be in accordance with the terms of Title II and Title III, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646); 94 Stat. 1894 [1970] and the applicable regulations and procedures implementing such Act for all real property acquisitions, and where applicable, shall assure that the Act has been complied with for property to be developed with assistance under the Project Cooperative Agreement. The Federal Agency agrees to comply with Government Code, Chapter 16, Section 7260 et seq. to the extent applicable, and all other applicable federal, state and local laws or ordinances affecting relocation and real property acquisition. Documentation of such compliance will be made available for review upon request by the State.
- 7. This Project Cooperative Agreement in no way restricts either party from cooperating with or receiving cooperation from other public and private agencies, organizations and individuals, or from accepting contributions and gifts for the development, administration, and operation of vehicle activity on the lands of the Federal Agency or other public lands within California.
- 8. Nothing herein shall be construed as obligating either party hereto to expend, or involving either party in any contract or other obligation for the future payment of, moneys in excess of appropriations authorized by law and administratively allocated for this purpose.
- 9. No member of, or Delegate to, Congress or Resident Commissioner shall be admitted to share any part of the Project Cooperative Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Project Cooperative Agreement if made with a corporation for its general benefit.
- 10. In performance of this Project Cooperative Agreement, the Federal Agency and its employees shall act in an independent capacity and not as officers or employees of the State. Neither party to this Agreement shall have the authority, expressed or implied, to bind the other party to any obligation except as may be authorized by this Agreement.
- 11. All real property acquired or improvements constructed under this Project Cooperative Agreement shall be and will remain the property of the Federal Agency, but shall remain available for off-highway vehicle use in accordance with the Federal Agency Project Plan, the Off-Highway Motor Vehicle Act of 2003 and its implementing regulations, and the Application.

### C. Project Costs

- The Cooperative Agreement moneys to be provided to the Federal Agency under this
  Project Cooperative 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
  set forth on page 1 of this Agreement, whichever is less.
- 2. If the Project includes acquisition of real property, under the authority of the Act of October 10, 1978 (P.L. 95-442; 92 Stat. 1065), the State shall disburse to the Federal Agency the Grant moneys as follows, but not to exceed in any event the allowable Project costs for acquisition or the State funds amount allocated for acquisition as set forth on page 1 of this Project Agreement, whichever is less.

The State will disburse to the Federal Agency, to be deposited immediately into escrow, the sum of purchase price if within the maximum value indicated in the Federal Agency Project Plan and State-approved costs of acquisition.

The Federal Agency, upon 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 as shown on page 1 of this Project Agreement, upon receipt and approval by the State of plans, specifications and estimates or Force Account Schedule from the Federal Agency.

The statements to be submitted by the Federal Agency 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 Schedule.

#### D. Project Administration

- The Federal Agency 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 Federal Agency shall provide the State a report showing total final Project
  expenditures including State funds and all other moneys expended within one hundredtwenty (120) days after completion of the Project.
- The Federal Agency shall make property and facilities maintained, operated, acquired or developed pursuant to this Project Cooperative Agreement available for inspection by the State upon request.
- 3. The Federal Agency may be provided advanced payments for Grants upon a showing by the Federal Agency that the Project may not proceed in the absence of advance payment. The Federal Agency shall use any moneys advanced by the State under the terms of this Project Cooperative Agreement solely for the Project herein described. All moneys advanced to the Federal Agency shall remain property of the State until expended for Project purposes.
- 4. The Federal Agency shall place advanced payments into 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.
- 5. If Cooperative Agreement moneys are advanced and not expended, the unused portion of the advance or that portion of the advance which is in excess of the Project cost, whichever is the larger amount, 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.
- 6. The Federal Agency 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).
- 7. 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

- The Federal Agency may unilaterally rescind this Project Cooperative 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. A
  Project shall be deemed commenced when the Federal Agency makes any expenditure,
  receives an advance of Cooperative Agreement moneys or incurs any obligation with
  respect to the Project.
- 2. Failure by the Federal Agency to comply with the terms of this Project Cooperative 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 Federal Agency. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if, in the judgement of the State, such failure was due to no fault and beyond the control of the Federal Agency to prevent, mitigate or remedy such default.
- 3. Because the benefit to be derived by the State from full compliance by the Federal Agency 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 Federal Agency agrees that payment by the Federal Agency 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 Federal Agency of this Agreement.

4. The Federal Agency further agrees, therefore, that the appropriate remedy in the event of a breach by the Federal Agency 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 Federal Agency 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. Indemnification

- The United States shall be liable, to the extent allowed by law, including the Federal Tort Claims Act, for any claim for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.
- The State of California shall be liable, to the extent allowed by law, including the Government Tort Claims Act, for any claim for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the State while acting within the scope of his or her employment, arising out of this Agreement.

#### G. Financial Records

- 1. The Federal Agency shall maintain, and make available for inspection by the State at reasonable times, accurate 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 and a report published.
  - 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.
- The Federal Agency may use any generally accepted accounting system, provided such system meets the minimum requirements of Federal Management Circular 74 – 4 and Office of Management and Budget Circular A 102.

#### H. Use of Facilities

- The Federal Agency shall, without cost to the State, except as may be otherwise provided in this Agreement or other agreement with the State, 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 related regulations, the Application, and any other applicable provisions of law.
- 2. Use of the Project facilities shall comply with all applicable laws including, but not limited to, the requirements for registrations 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

- The Federal Agency shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
- The Federal Agency shall not discriminate against any person on the basis of residence except to the extent that the reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

### J. Application Incorporation

The Application and any subsequent change or addition approved by the State is hereby incorporated in this Project Cooperative Agreement.

#### K. Severability

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

- This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California and the United States.
- 2. The Federal Agency shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.

# Project Agreement General Provisions (U. S. Forest Service Only)

#### A. Definitions

- The term "State" as used herein means the State of California, 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 "Application" as used herein means the individual Project Application and attachments required pursuant to the enabling legislation, regulations, and/or Grant program, which is hereby incorporated into this Agreement by reference.
- 4. The term "Project" as used herein means the Project described in Attachment 1 of this Agreement and in the Application.
- 5. The term "Project Cooperative Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
- The term "Forest Service" as used herein means the National Forest unit of the Forest Service, United States Department of Agriculture, named on page 1 of this agreement as the Federal Agency acting in accordance with the Act of June 30, 1914 (38 Stat. 430; 16 U.S.C. 498) and Act of June 12, 1960 (74 Stat. 215; 16 U.S.C 528-531).

### B. Project Execution

Subject to the availability of funds through an appropriation in the state budget, the State hereby commits to the Forest Service a sum of money not to exceed the amount 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 under the terms and conditions set forth in this Project Cooperative Agreement.

The Forest Service agrees to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration of the Project as set forth in the Application on file with the State must be submitted to the State for approval prior to disbursement of funds.

- The Forest Service agrees to execute and 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 Forest Service proceeding with the Project. Unless the development plans, specifications and estimates or Force Account Schedule are approved by the State, the State shall have no obligations to make Grant payments for the work or any construction which is commenced.
- 4. The Forest Service 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 Forest Service shall complete the development work in accordance with the State-approved development plans, specifications, and estimates or Force Account Schedule.
- 5. The Forest Service shall make property or facilities acquired and/or developed pursuant to this Project Cooperative 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.

- 6. If the Project includes acquisition of real property, the acquisition shall be in accordance with the terms of Title II and Title III, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646); 94 Stat. 1894 [1970] and the applicable regulations and procedures implementing such Act for all real property acquisitions, and where applicable, shall assure that the Act has been complied with for property to be developed with assistance under the Project Cooperative Agreement. The Forest Service agrees to comply with Government Code, Chapter 16, Section 7260 et seq. to the extent applicable, and all other applicable federal, state and local laws or ordinances affecting relocation and real property acquisition. Documentation of such compliance will be made available for review upon request by the State.
- 7. This Project Cooperative Agreement in no way restricts either party from cooperating with or receiving cooperation from other public and private agencies, organizations and individuals, or from accepting contributions and gifts for the development, administration, and operation of vehicle activity on the lands of the Forest Service or other public lands within California.
- 8. Nothing herein shall be construed as obligating either party hereto to expend, or involving either party in any contract or other obligation for the future payment of, moneys in excess of appropriations authorized by law and administratively allocated for this purpose.
- 9. No member of, or Delegate to, Congress or Resident Commissioner shall be admitted to share any part of the Project Cooperative Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Project Cooperative Agreement if made with a corporation for its general benefit.
- 10. In performance of this Project Cooperative Agreement, the Forest Service and its employees shall act in an independent capacity and not as officers or employees of the State. Neither party to this Agreement shall have the authority, expressed or implied, to bind the other party to any obligation except as may be authorized by this Agreement.
- 11. All real property acquired or improvements constructed under this Project Cooperative Agreement shall be and will remain the property of the Forest Service, but shall remain available for offhighway vehicle use in accordance with the Forest Service Project Plan, the Off-Highway Motor Vehicle Act of 2003 and its implementing regulations, and the Application.

# C. Project Costs

- The Cooperative Agreement moneys to be provided to the Forest Service under this Project Cooperative 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 set forth on page 1 of this Agreement, whichever is less.
- 2. If the Project includes acquisition of real property, under the authority of the Act of October 10, 1978 (P.L. 95-442; 92 Stat. 1065), the State shall disburse to the Forest Service the Grant moneys as follows, but not to exceed in any event the allowable Project costs for acquisition or the State funds amount allocated for acquisition as set forth on page 1 of this Project Agreement, whichever is less.

The State will disburse to the Forest Service, to be deposited immediately into escrow, the sum of purchase price if within the maximum value indicated in the Forest Service Project Plan and State-approved costs of acquisition.

The Forest Service, upon 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 as shown on page 1 of this Project Agreement, upon receipt and approval by the State of plans, specifications and estimates or Force Account Schedule from the Forest Service.

The statements to be submitted by the Forest Service 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 Schedule.

# D. Project Administration

- The Forest Service 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 Forest
  Service shall provide the State a report showing total final Project expenditures including State
  funds and all other moneys expended within one hundred- twenty (120) days after completion of
  the Project.
- The Forest Service shall make property and facilities maintained, operated, acquired or developed pursuant to this Project Cooperative Agreement available for inspection by the State upon request.
- 3. The Forest Service may be provided advanced payments for Grants upon a showing by the Forest Service that the Project may not proceed in the absence of advance payment. The Forest Service shall use any moneys advanced by the State under the terms of this Project Cooperative Agreement solely for the Project herein described. All moneys advanced to the Forest Service shall remain property of the State until expended for Project purposes.
- 4. The Forest Service shall place advanced payments into 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.
- 5. If Cooperative Agreement moneys are advanced and not expended, the unused portion of the advance or that portion of the advance which is in excess of the Project cost, whichever is the larger amount, 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.
- 6. The Forest Service 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).
- 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

- 2. The Forest Service may unilaterally rescind this Project Cooperative 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. A Project shall be deemed commenced when the Forest Service makes any expenditure, receives an advance of Cooperative Agreement moneys or incurs any obligation with respect to the Project.
- 2. Failure by the Forest Service to comply with the terms of this Project Cooperative 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 Forest Service. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if, in the judgement of the State, such failure was due to no fault and beyond the control of the Forest Service to prevent, mitigate or remedy such default.
- 3. Because the benefit to be derived by the State from full compliance by the Forest Service 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 Forest Service agrees that payment by the Forest Service 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 Forest Service of this Agreement.
- 4. The Forest Service further agrees, therefore, that the appropriate remedy in the event of a breach by the Forest Service 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 Forest

Service 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. Financial Records

 The Forest Service shall maintain, and make available for inspection by the State at reasonable times, accurate 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 and a report published.

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.

2. The Forest Service may use any generally accepted accounting system, provided such system meets the minimum requirements of Federal Management Circular 74 – 4 and Office of Management and Budget Circular A 102.

#### G. Use of Facilities

- The Forest Service shall, without cost to the State, except as may be otherwise provided in this
  Agreement or other agreement with the State, 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 related regulations, the Application, and any other applicable provisions
  of law.
- Use of the Project facilities shall comply with all applicable laws including, but not limited to, the requirements for registrations 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.

### H. Nondiscrimination

- 1. The Forest Service shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
- The Forest Service shall not discriminate against any person on the basis of residence except to the extent that the reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

#### I. Application Incorporation

The Application and any subsequent change or addition approved by the State is hereby incorporated in this Project Cooperative Agreement.

### J. Severability

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.

### K. Governing Law

- This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California and the United States.
- 2. The Forest Service shall comply with all Federal, State, and/or Local laws, regulations, ordinances, and executive orders that are applicable during the performance period.

# Project Agreement General Provisions (Nonfederal Applicants Only)

#### A. Definitions

- The term "State" as used herein means the State of California, Department of Parks and Recreation.
- The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
- The term "Project" as used herein means the Project described in Attachment 1 of this Aagreement 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 Aagreement 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

 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.
- 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

- 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 Aagreement, whichever is less:
- 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 Aagreement.

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

- 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.
- 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).

 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 Aagreement 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

- 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 Ceode 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

- The Grantee shall retain for inspection all financial accounts, documents, and records for three (3) years from the expiration date of the Project Aagreement, 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.
- 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

- The Grantee shall, without cost to 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.
- 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

- The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
- The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

#### 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 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.

## **ADVANCE JUSTIFICATION REQUEST**

GRANTEE:		ADVANCE REQUEST #:
PROJECT TITLE:		PROJECT AGREEMENT #:
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Equipment Use Expenses	\$ -	
Equipment Purchases	\$ -	
Other	\$ -	
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AUTHORIZED REPRESENTATIVE:		DATE:
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OHMVR DIVISION APPROVAL:		DATE:

## **EXPENDITURE WORKBOOK - ADVANCE**

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## GRANT EXPENDITURES APPLIED FROM ADVANCES

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	T	OTAL GRANT C	OSTS WITHIN E	XPEN	DITURE PERIOD:	\$									INDIREC	T WITH	DIRECT + GRANT IN EXPENDITURE red 15% of direct grant		
	тот	TAL PROJECT C	OSTS WITHIN E	XPEN	DITURE PERIOD:	\$	-										inds at Project Close):		

## **EXPENDITURE WORKBOOK - REIMBURSEMENT**

GRANTEE:			CUR	RENT PAYMENT	REQUEST #:			
PROJECT TITLE:			PRO	JECT AGREEME	NT NUMBER:			•
PERFORMANCE PERIOD:	to	<u> </u>	PAYM	IENT REQUEST	PERIOD:	t	0	•
						Amount to	be applied to	
	Amount to be	REIMBURSED:				MATCH re	quirements:	
	CATEGORY	AMOUNT				CATEGORY	AMOUNT	
	Staff	-	_			Staff	-	-
	Contracts	-	_			Contracts	-	
	erials / Supplies	-	_			rials / Supplies	-	-
	t Use Expense	-	_			t Use Expense	-	-
Equip	ment Purchase	-	_		Equip	ment Purchase	-	_
	Other	-	_			Other	-	_
TOTAL DEIM	Indirect Costs IBURSEMENT	-	1		-	Indirect Costs  OTAL MATCH	-	
TOTAL REIM	IBURSEMENI		]		'	OTAL MATCH		
GRANT: ENTER PR YOUR YEAR-TO-DA	RIOR APPROVED							
Payment Request #		Contracts	Materials/ Supplies	Equipment Use Expense	Equipment Purchase	Other	Indirect Costs	Total
1								\$ -
2								\$ -
3								\$ -
4								\$ -
5								\$ -
6								\$ -
Current Request	-	-	-	-	-	-	-	\$ -
Total Grant Reimb	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Allocation								\$ -
Grant Balance To Date	s -	\$ -	s -	\$ -	s -	\$ -	s -	\$ -
MATCH: ENTER PE			•					•
current match reporte				T.	1	Ī		,
Payment Request #	Staff	Contracts	Materials/ Supplies	Equipment Use Expense	Equipment Purchase	Other	Indirect Costs	Total
1								\$ -
2								\$ -
3								\$ -
4								\$ -
5								\$ -
6								\$ -
Current Request Match	-	-	-	-	-	-	-	\$ -
Total Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MINIMUM MATC		DANT/MATOUR	EDOENTA OF O		г .	NDIDECT V	o-Date Calculatio	
Grant Exp	penses to Date:	RANT/MATCH P	LNOLNIAGES		Indirect	Cannot Exceed	15% of Direct Gra	
TOTAL PROJE	Match to Date:				Max Indirect A Date (Gran Total Indire	t + Match):		15%
TOTAL FROJE	DATE:				Indirect Mat			
MINIMUM MATCI					Over or Under			
Calc'ed from Grant	•							<u>l</u>
Over or	Under Match:		J					

## GRANT EXPENDITURES FOR REIMBURSMENT

PAYMENT REQUEST PERIOD

PROJECT AGR	EEME	INT NUMBER:								ТО		_							
CURRENT PAY	MENT	REQUEST #:													PROJECT A	CCOMPL	ISHMENT REPOR	IT ATTACHED:	
PROJECT TITL	E:				•);										GRANTEE P	ROJEC1	NOTES:		
ENTER ALL PR	OJEC	T RELATED COS	STS THIS PAYM	IENT R	EQUEST PERIOD	AND REFERE	NCE TH	HE ATTACHED O	RIGINATING SO	URCE	DOCUMENTS IN	NUMERICAL							
Staff Charges	Attach #	Notes	Contracts	Attach #	Notes	Materials/ Supplies	Attach #	Notes	Equipment Use Expense	Attach #	Notes	Equipment Purchase	Attach #	Notes	Other	Attach #	Notes	Indirect Costs	Not
																			1
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			1						+							+			+
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TOTAL	. GRAI	NT COSTS FOR F	REIMBURSEME	NTRE	QUEST PERIOD:	\$	•								REQUEST PE	RIOD IN	DIRECT MATCH:	s -	
		то	OTAL MATCH F	OR RE	QUEST PERIOD:	s	-								INDIRECT	THIS RE	DIRECT + MATCH QUEST PERIOD: of direct grant funds at Project Close)	s -	
			T	OTAL I	PROJECT COST:	s	•	]											1

#### PROJECT MATCH EXPENDITURES

PAYMENT REQUEST PERIOD

PROJECT AG	REEM	ENT NUMBER:								то									
CURRENT PA	YMEN	T REQUEST #:							10		5	<del>-</del>		PROJI	ECT ACCOMPI	ISHME	NT REPORT INCL	.UDES MATCH	: 🗆
PROJECT TIT	LE:														GRANTEE PI	ROJECT	NOTES:		
ENTER ALL P			TCH COSTS FO	R THIS	S PAYMENT REQU	JEST PERIOD A	AND RE	FERENCE THE	ATTACHED ORI	GINAT	ING SOURCE DO	OCUMENTS IN							
Staff Charges	Attach #	Notes	Contracts	Attach #	Notes	Materials/ Supplies	Attach #	Notes	Equipment Use Expense		Notes	Equipment Purchase	Attach #	Notes	Other	Attach #	Notes	Indirect Costs	Notes
			1	1												+-		<del>                                     </del>	
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		TOTAL MATCH	I TO REPORT F	OR RE	QUEST PERIOD:	\$	•	ľ							REQUEST PE	RIOD INI	DIRECT GRANT:	\$ -	
		то			QUEST PERIOD:										INDIRECT	THIS RE	DIRECT + GRANT QUEST PERIOD: of direct grant funds at Project Close):		
				VIALI	ROJECI COSI:	Ť	_	J											

## **PAYMENT REQUEST**

Comple	ete the following with the information from	m the Project Agreemen	t:		
PROJEC	CT AGREEMENT NUMBER:	CONTRACT NUM	BER:	ACTIVITY:	ENY:
GRANT					
	CT TITLE:			SUPPLIER	! ID:
	CT PERFORMANCE PERIOD: FROM:		TO:		· · · · · · · · · · · · · · · · · · ·
	YMENT REQUEST NUMBER:	□ <b>FINAL</b> (Che	n <b>120 day</b> s	NAL) Final payment reques after the completion of the ance period, whichever con	e project or end of the
2. IN\	VOICE NUMBER / BILL FOR COLLECTION	NUMBER (For Grantee use	e):		
3. <b>PA</b>	YMENT REQUEST PERIOD: FROM:		TO:		
4. <b>PA</b>	YMENT REQUEST TYPE (Check one):				
	the need for the include support half the total g  REIMBURSEMENT All supporting of	e advance and a list of p ing documentation for the rant amount. locuments for reimburse	lanned expose prior adv	jects must include a writte enditures. Subsequent adv ance. Note: Advance req claimed must be attached	vance requests must uests may not exceed
•	ROJECT EXPENDITURE AND MATCH DOCU			-	
a.			b. Amo	ount applied to MATCH requi	
	CATEGORY Staff \$	AMOUNT -		CATEGORY Staff	AMOUNT \$ -
	Contracts \$	-		Contracts	\$
	Materials / Supplies \$	-		Materials / Supplies	\$
	Equipment Use Expenses \$	-		Equipment Use Expenses	\$ -
	Equipment Purchases \$	-		<b>Equipment Purchases</b>	\$
	Other \$	-		Other	\$ -
	Indirect Costs \$	-		Indirect Costs	\$
	TOTAL REIMBURSEMENT / ADVANCE \$	-		TOTAL MATCH	\$
6. <b>P</b> A	b. REIMBUF c. CURREN d. <b>REIMBUF</b> e. REMAINII	RANT AMOUNT	QUESTED To a minus 6b) . <b>OUNT</b> (From ABLE (6c min	O DATE \$	- - - - -
7. <b>SE</b>	ND WARRANT TO: AGENCY NAME				
	STREET ADDRESS /				
	CITY			STATE:	ZIP CODE:
pe	ERTIFICATION: I represent and warrant that nalty of perjury that the information provided of that all funds received have or will be expen	I have full authority to exec on this form and any accom	pany docume	ents are true and correct to the	
	GRANTEE: > SIGN	NATURE (Authorized Rep	resentative)	DAT	E:
9. <b>S</b> T	TATE APPROVAL:			DAT	E:
10. <b>s</b> u	OFF-HIGI ATTENTI 1725 23rc	NIA DEPARTMENT OF PA HWAY MOTOR VEHICLE I ON: <i><name a<="" grant="" i="" of="" your=""> I STREET, SUITE 200 ENTO, CA 95816-7100</name></i>	RECREATIO	N DIVISION	

## PROJECT ACCOMPLISHMENT REPORT (PAR) - ACQUISITION

GRANTEE:		PAYMENT REQUEST #:	
PROJECT TITLE:		PROJECT AGREEMENT #:	
ACTIVITY PERIOD:	то		
1. Provide a summary	of accomplishments:		
a. List parcel number(s	s) being purchased:		
b. Summary of acquisit	tion progress:		
2. List how many staff	hours were worked:		
	ractor hours were worked:		
	rending to spend all of your funds?		Yes No
	ending to meet your match require included, please describe how cost:		Yes No No
10. Final Payment Req	juests Only - If funds were not comp	pletely expended, please include the am	ount and explain:

# PROJECT ACCOMPLISHMENT REPORT (PAR) - DEVELOPMENT

GRANTEE:			PAYMENT REQUEST #:		 	
PROJECT TITLE:			PROJECT AGREEMENT #:			
ACTIVITY PERIOD:		то			 	
1. Provide a summary	of accomplishments	:				
2. List how many staff	hours were worked:	:			 	
3. List how many cont						
4. Were materials and	supplies purchased?	?		Yes	No	
If yes, please list what	items were purchase	ed:			 	
5. Are you currently tr	ending to spend all o	of your funds?		Yes	No	
6. Are you currently tr				Yes	No	
7. If Indirect Costs are	included, please des	scribe how costs wer	e applied:			

8. Was Equipment purchased? (unit acquisition cost of at least \$5,000):	Yes No No
If yes, please list below and describe how the unit was used:	
Note: Photos for each piece of Equipment purchased must be included showing the "OHV Funds at W	ork" sticker and the
Note: Photos for each piece of Equipment purchased must be included showing the "OHV Funds at W vin/serial numbers. Please put photos on a Word document and turn them in with this document.	ork" sticker and the
vin/serial numbers. Please put photos on a Word document and turn them in with this document.	ork" sticker and the  Yes
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  9. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes No No
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  9. Are before and after pictures, representative of your project with GPS Coordinates, included?	Yes No No
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9. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes No No
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# PROJECT ACCOMPLISHMENT REPORT (PAR) - EDUCATION & SAFETY

GRANTEE:		PAYMENT REQUEST #:			
PROJECT TITLE:		PROJECT AGREEMENT #:			
ACTIVITY PERIOD:	то				
1. Provide a summary o	f accomplishments (e.g., outreach even	ts, classes):			
2. List how many staff h				 	
	actor hours were worked:				
4. Were materials and s			Yes	No	
If yes, please list what it	ems were purchased:			 	
	nding to spend all of your funds?		Yes	No	
	nding to meet your match requirement		Yes	No	
7. If Indirect Costs are in	ncluded, please describe how costs wer	e applied:			

8. Was Equipment purchased? (unit acquisition cost of at least \$5,000):	Yes 🗌	No 🗌
If yes, please list below and describe how the unit was used:		
Note: Dhatas far anch mines of Farrismont annahanad must be included abouting the "OIIV Fundant"	Varle" cticke	or and
Note: Photos for each piece of Equipment purchased must be included showing the "OHV Funds at V		er ariu
the vin/serial numbers. Please put photos on a Word document and turn them in with this documen	t.	
the vin/serial numbers. Please put photos on a Word document and turn them in with this document.  9. Are before and after pictures, representative of your project with GPS Coordinates, included?	t.	No 🗌
the vin/serial numbers. Please put photos on a Word document and turn them in with this document.  9. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	t. Yes 🗌	No 🗌
the vin/serial numbers. Please put photos on a Word document and turn them in with this document.  9. Are before and after pictures, representative of your project with GPS Coordinates, included?	t. Yes 🗌	No 🗌
the vin/serial numbers. Please put photos on a Word document and turn them in with this document.  9. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	t. Yes 🗌	No 🗌
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the vin/serial numbers. Please put photos on a Word document and turn them in with this document.  9. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	t. Yes 🗌	No 🗌

# PROJECT ACCOMPLISHMENT REPORT (PAR) - GROUND OPERATIONS

GRANTEE:				PAYMENT REQUEST #:			
PROJECT TITLE:				PROJECT AGREEMENT #:			
ACTIVITY PERIOD:			то				
1. Routes and areas w	here w	ork was	completed	d (including number of acres/miles):			
Routes/Areas	Acres	Miles	Hours Worked	Work Completed			
2. Provide a brief sum	mary of	any ac	complishm	ents that are not covered above:			
3. Are you currently tr					Yes 🗌	No	
4. Are you currently tr					Yes	No	
5. IT Indirect Costs are	include	ca, pleas	se aescribe	how costs were applied:			

6. Was Equipment purchased? (unit acquisition cost of at least \$5,000):	Yes	No 🗆
If yes, please list below and describe how the unit was used:		
Note: Photos for each piece of Equipment purchased must be included showing the "OHV Funds at Wo	'k" sticker a	ind the
Note: Photos for each piece of Equipment purchased must be included showing the "OHV Funds at Wo vin/serial numbers. Please put photos on a Word document and turn them in with this document.	rk" sticker a	and the
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?	Yes	nnd the
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes 🗌	No 🗌
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?	Yes 🗌	No 🗌
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes 🗌	No 🗌
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes 🗌	No 🗌
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes 🗌	No 🗌
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vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes 🗌	No 🗌
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes 🗌	No 🗌
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes 🗌	No 🗌
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes 🗌	No 🗌
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes 🗌	No 🗌
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes 🗌	No 🗌
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes 🗌	No 🗌
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vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes 🗌	No 🗌
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes 🗌	No 🗌
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes 🗌	No 🗌

## PROJECT ACCOMPLISHMENT REPORT (PAR) - LAW ENFORCEMENT

GRANTEE:	PAYMENT REQUEST #:					
PROJECT TITLE:	PROJECT AGREEMENT #:					
ACTIVITY PERIOD:			то			
1. Jurisdiction and are	as whe	re work	was comple	eted (including number of acres/miles):		
Jurisdiction/Areas	Acres	Miles	Hours Patrolled	Contacts/Citations/Warnings Issue	d	
2. Provide a brief sum	mary of	any ac	complishme	ents that are not covered above:		
3. Are you currently to	ending	to spen	d all of you	r funds?	Yes □	No 🗆
	rending to meet your match requirement?					

5. If Indirect Costs are included, please describe how costs were applied:		
5. If indirect costs are included, please describe now costs were applied:		
		I
6. Was Equipment purchased? (unit acquisition cost of at least \$5,000):	Yes □	No □
If yes, please list below and describe how the unit was used:		
	-	
Note: Photos for each piece of Equipment purchased must be included showing the "OHV Funds at Work"	sticker an	d the
vin/serial numbers. Please put photos on a Word document and turn them in with this document.		
7. Are before and after pictures, representative of your project with GPS Coordinates, included?	Yes □	No 🗆
Note: Please put photos on a Word document and turn them in with this document.		ı
8. Final Payment Requests Only - If funds were not completely expended, please include the amount an	d explain:	
, , , , , , , , , , , , , , , , , , , ,	•	

# PROJECT ACCOMPLISHMENT REPORT (PAR) - PLANNING

GRANTEE:		PAYMENT REQUEST #:				
PROJECT TITLE:		PROJECT AGREEMENT #:				
ACTIVITY PERIOD:	то					
1. Provide a summary of accomplishme	ents:					
2. List how many staff hours were wor						
3. List how many contractor hours wer				_		
4. Were materials and supplies purcha			Yes		No	
If yes, please list what items were purch	nased:					
5. Are you currently trending to spend	all of your funds?		Yes		No	
6. Are you currently trending to meet y			Yes		No	
7. If Indirect Costs are included, please		ed:				

8. Was Equipment purchased? (unit acquisition cost of at least \$5,000):	Yes No No
If yes, please list below and describe how the unit was used:	
Note: Photos for each piece of Equipment purchased must be included showing the "OHV Funds at W	'ork" sticker and the
Note: Photos for each piece of Equipment purchased must be included showing the "OHV Funds at W vin/serial numbers. Please put photos on a Word document and turn them in with this document.	ork" sticker and the
vin/serial numbers. Please put photos on a Word document and turn them in with this document.	Yes No
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  9. Are before and after pictures, representative of your project with GPS Coordinates, included?	
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  9. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes No
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vin/serial numbers. Please put photos on a Word document and turn them in with this document.  9. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes No
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# PROJECT ACCOMPLISHMENT REPORT (PAR) - RESTORATION

GRANTEE:				PAYMENT REQUEST #:			
PROJECT TITLE:				PROJECT AGREEMENT #:			
ACTIVITY PERIOD:			то				
1. Routes and areas w	here wo	ork was	completed	d (including number of acres/miles):			
Routes/Areas	Acres		Hours Worked	Work Completed			
2. Provide a brief sum	mary of	any acc	complishm	ents that are not covered above:			
3. Are you currently tr					Yes 🗆	No	
4. Are you currently tr					Yes _	No	
5. It Indirect Costs are	include	d, pleas	e describe	how costs were applied:			

6. Was Equipment purchased? (unit acquisition cost of at least \$5,000):	Yes No No
If yes, please list below and describe how the unit was used:	
	1.11 1
Note: Photos for each piece of Equipment purchased must be included showing the "OHV Funds at Wo	ork" sticker and the
vin/serial numbers. Please put photos on a Word document and turn them in with this document.	
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?	Yes   No
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes
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vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?	Yes
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vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes
vin/serial numbers. Please put photos on a Word document and turn them in with this document.  7. Are before and after pictures, representative of your project with GPS Coordinates, included?  Note: Please put photos on a Word document and turn them in with this document.	Yes

## Evaluation Criteria General Criteria

Applicant:	Application	
	Year:	

## **GENERAL CRITERIA**

The general criteria items are to be answered for the entire area managed by the Applicant on which OHV Recreation is allowed. Non-Land Manager Applicants who are required to complete the general criteria shall cooperate with the Land Manager to obtain the information necessary to complete the general criteria section of the Application. It is extremely important for Applicants to reference factual documentation to support their responses in the Application. Points will be awarded only for responses that are supported by published information, facts, statistics, or other factual documentation with citations referenced when requested.

	Applicant and/or Land Manager currently has legal ridit appropriate.)	ng opportun	ities: (Check the one		
	Yes – Applicants shall respond to all items except for	14			
	No – Applicants shall only respond to items 11, 12, 13	3 and 14			
4 01					
	HV Visitor Opportunity Summary				
	Data Period: Identify the most recent twelve month perion accurate OHV Opportunity and visitation data:	od for which	the Land Manager		
Start	ting (Month/Year) Ending (Month)	nth/Year)			
	b. Off-Highway Vehicle Opportunity Ratio (OHV Ratio) opportunity Respond relative to the twelve month data period identified in Section (a).				
i.	i. Months of OHV Opportunity (OHV Months) Enter the number of months during the data period that OHV Opportunity was available.				
ii.	Total Miles Of Routes Available For OHV Recreation	on			
iii.	ii. Total Acres Of Open Riding Available For OHV Recreation				
iv.	OHV Visitation (visitor days) Every visitor that spends a day or a portion thereof engaged in OHV Recreation in legal riding areas is considered one visitor day. Use the most recently published, official, publically available, completed document that indicates OHV visitation data.				
V.	Ratio of OHV Visitation/OHV Opportunity: OHV visitation / (acres of open area+ miles of route	es) =			

c. Reference source documents here:
Provide name and date of reference document:
d. Visitor Opportunity Ratio (V/O Ratio) = OHV Ratio x OHV Months / 12
V/O Ratio =
Scoring: V/O Ratios will be compared for all Applicants
☐ The top fifth receives (5 points)
☐ The second fifth receives (4 points)
The third fifth receives (3 points)
☐ The fourth fifth receives (2 points)
☐ The last fifth receives (1 point)
2. Quality of QLIV Comparturates
2. Quality of OHV Opportunity  Charles all that apply to the Land Manager's OHV program
Check all that apply to the Land Manager's OHV program
Map, printed or digital, with OHV Recreation opportunities clearly shown is available for distribution, at no cost (2 points)
Map with OHV Recreation opportunities clearly shown is available on the Land Manager's website (2 points)
Map indicates relative difficulty of each OHV trail (2 points)
Map indicates appropriate OHV use type (ATV, dirt bike, 4x4, OSV, etc.) (2 points)
At least fifty percent of the staging areas include support facilities (restrooms, picnic tables, trash cans, shade structures) (2 points)
Majority of trail intersections are signed with information such as: trail names, directional signs, relative difficulty, mileage to next feature (2 points)
3. Variety of OHV Opportunity
For items a and b, check one most appropriate for the Land Manager's OHV program
a. Skill levels (e.g., beginner, intermediate, advanced) indicated by publicly available maps or signage marking trails with relative difficulty
3 or more skill levels (5 points)
2 skill levels (3 points)
1 skill level (1 point)
b. Type of OHV Opportunity (ATV, dirt bike, 4x4, OSV, RUV, Sand Rail/Dune Buggy)
Opportunities for 3 or more vehicle types (6 points)
Opportunities for 2 vehicle types (3 points)
Opportunity for only 1 vehicle type (1 point)

	gency contribution					
Total cost of OHV Program for Land Manager's most recent						
l .	complete fiscal year including grant funds and agency operational budget.					
	unded by OHV Trust Fund (do not include in-lieu funds):					
	No OHV Trust Funds were used (6 points)					
Ħ	10% or less of the program cost was from OHV Trust Fund	d (4 points)				
	11% to 25% of the program cost was from OHV Trust Fundamental Control of the Program Cost was from OHV Trust Fundamental Cost was from OHV Trust Fundamental Cost with the Program Cost was from OHV Trust Fundamental Cost with the Program Cost was from OHV Trust Fundamental Cost with the Program Cost was from OHV Trust Fundamental Cost with the Program Cost was from OHV Trust Fundamental Cost with the Program Cost was from OHV Trust Fundamental Cost with the Program Cost was from OHV Trust Fundamental Cost with the Program Cost was from OHV Trust Fundamental Cost with the Program Cost was from OHV Trust Fundamental Cost with the Program Cost was from OHV Trust Fundamental Cost with the Program Cost was from OHV Trust Fundamental Cost with the Program Cost was from OHV Trust Fundamental Cost with the Program Cost was from OHV Trust Fundamental Cost with the Program Cost	· · · · · · · · · · · · · · · · · · ·				
	26% to 50% of the program cost was from OHV Trust Fun	, , , ,				
	More than 50% of the program cost was from OHV Trust F	` ' '				
Prov	vide name and date of reference document:	and (No points)				
1 10	vide flame and date of reference document.					
	t any time in the last two complete calendar years prior to the Applicant been out of Good Standing with the Division?	e current Grant Cycle, has				
	No (10 points)					
	Yes (No points)					
	First time Applicants or Applicants without active projects in calendar years. (5 points)	the last two complete				
6. [For Division use only] 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 will receive 2 points)						
ļ J	,					
	revention of OHV trespass					
a. Is site a completely fenced facility such that OHV trespass into neighboring properties and/or closed areas is prevented?						
	No (answer items b and c)					
	Yes (10 points, explain and then skip to item 8)					
Provide a detailed explanation for the "Yes" response:						
b. T	he majority of OHV Opportunity areas are patrolled: (Check	the one most appropriate)				
	At least 5 days per week (5 points)					
	At least once per week (3 points)					
	At least once per month (1 point)					
	Less than once per month (No points)					
Provide a detailed explanation for the statement that was checked (e.g., frequency of patrol, patrol personnel, percent of lands covered by patrols):						

c. Measures to prevent OHV trespass into neighboring properties and/or closed areas:			
(Check all that apply)			
Barriers and/or signing are used to prevent OHV trespass into neighboring properties			
and/or closed areas (3 points)			
Education programs, maps and/or brochures provided to the public address OHV			
trespass, including respect for private property (2 points)			
Provide a detailed explanation for each statement that was checked:			
Trovide a detailed explanation for each statement that was shocked.			
8. Natural and Cultural Resources			
a. Is the Land Manager's OHV area a completely fenced track facility with little or no native			
vegetation?			
No (answer item b)			
Yes (5 points, explain and then skip to item 9)			
Provide a detailed explanation for the "Yes" response:			
b. Resource Management Information System			
Does the Land Manager maintain a management information system managed by qualified			
environmental staff that identifies and monitors the impacts of the OHV activity and contains			
at least the following:			
Ongoing survey/inventory of species;			
Ongoing survey/inventory of archeological sites;			
Biological monitoring that measures changes in populations;			
<ul> <li>Components that evaluate the effects of OHV recreation and related activity on the</li> </ul>			
species;			
<ul> <li>Recommendations for improvement in species management;</li> </ul>			
<ul> <li>Strategies to respond to changing conditions that affect the survival or reproduction</li> </ul>			
of species?			
No (No points)			
Yes (5 points)			
Provide a detailed explanation for the "Yes" response:			

9. Soil management			
a. The Applicant and/or Land Manager has developed a systematic methodology for evaluating soil conditions of its OHV Opportunities that is consistent with the 2008 Soil Standard?			
No (No points)			
Yes (5 points)			
Provide a detailed explanation for the "Yes" response:			
b. The Applicant and/or Land Manager has developed methods to address soil issues?			
No (No points)			
Yes (5 points)			
Provide a detailed explanation for the "Yes" response:			
c. The Applicant and/or Land Manager performs soil monitoring: (Check the one most appropriate)			
Monthly (3 points)			
After major rain events (2 points)			
Annually or not applicable (No points)			
10. Sound Level Testing			
The Applicant and/or Land Manager conducts, or causes to be conducted, sound level testing on individual off highway motor vehicles: (Check only one if applicable)			
On most (50% or more) holidays and weekends (4 points)			
At least 25% but less than 50% of holidays and weekends (2 points)			
Less than 25% of holidays and weekends (No points)			
Provide a detailed description of the sound testing program:			

11. OHV Education			
a. Education materials available onsite: (Check all that apply)			
Free literature is provided to visitors describing safe and responsible OHV recreational practices. (5 points)			
Bulletin boards, signs or kiosks, at the majority of staging areas, trailheads, or other areas where the public gathers provide information concerning safe and responsible OHV Recreation. (5 points)			
Applicant or Land Manager provides no educational materials. (No points)			
Provide a detailed explanation of Applicant and/or Land Manager's onsite education efforts relative to item a.:			
b. Applicant provides hosted onsite formal programs, educational talks, school field trips, etc. to the public to educate them on safe and responsible OHV recreational practices. Count only organized, scheduled events; do not include routine visitor contacts: (Check the one most appropriate)			
50 or more per year (3 points)			
20 to 49 times per year (2 point)			
5 to 19 times per year ( 1 point))			
Less than 5 times per year (No points)			
Provide a detailed explanation of Applicant's onsite education efforts relative to item b.:			
c. When Facility is open, staff are onsite and available at trailheads, trails, visitor centers and/or entrance stations to provide information on safe and responsible OHV use: (Check the one most appropriate)			
Daily (5 points)			
On all weekends (4 points)			
On the majority of weekends (2 points)			
On major holidays (1 point)			
☐ None of the above (No points)			
d. ATV Safety Institute, Motorcycle Safety Foundation, and/or Recreational Off-Highway Vehicle Association approved training courses are provided to the public: (Check the one most appropriate)			
At least 30 times per year (5 points)			
18-29 times per year (3 points)			
4-17 times per year (1 point)			
Less than 4 times per year (No points)			
Provide a detailed explanation of Land Manager's onsite education efforts relative to item d.:			

12. Website				
a. OHV outreach efforts are accomplished through the Applicant or Land Manager's				
website:	. 42)			
No (skip to question	<u> </u>			
	ddress and answer	item	b)	
Provide URL address:				
b. The Applicant or Land (Check all that apply)	d Manager's website	cont	ains the following OHV related items:	
☐ Map to location	Map to location			
Hours of operation			Map of Facilities	
☐ Safety information			Fee schedule	
☐ Visitor facilities			Seasonal restrictions	
☐ Contact information			Link to Division Website	
☐ News releases			Law enforcement contact information	
Scoring: 1 point each up	to a maximum of 5	point	S.	
13. OHV Outreach				
Check all forms of OHV	outreach the Applica	<u>ant ut</u>		
Billboards			Social media	
☐ CDs and/or DVDs			Television	
Community meeting	gs		Parades	
OHV dealers			Radio	
Fairs			Programs at schools	
News releases			Other (specify)	
Scoring: 1 point each up	to a maximum of 3	point	S.	
14. Sustaining OHV Red				
The Applicant or Land Manager sustains OHV Recreation in the following ways: (Check all that apply)				
Has engaged in col (5 points)	Has engaged in collaborative processes with agencies that manage OHV Opportunities (5 points)			
	Has established an OHV Commission or stakeholder group dedicated to sustaining OHV Opportunities (5 points)			
OHV Recreation (1)	Has adopted a general plan, management plan, ordinance, or resolution supporting OHV Recreation (10 points)			
Has secured land to	be developed for C	HV F	Recreation (10 points)	
Has created a spec	Has created a special fund to set aside funding to sustain OHV Recreation (10 points)			
Provide a detailed explanation for each statement checked:				

## Evaluation Criteria Acquisition Projects

Applicant:	Application Year	
Project Name	Project Number	
i roject rame	(Division Only)	

# **ACQUISITION PROJECT CRITERIA**

It is extremely important for Applicants to reference factual documentation to support their responses in the Application. Points will be awarded only for responses that are supported by published information, facts, statistics, or other published factual documentation with citations referenced when requested.

documentation with citations referenced when requested.				
1. As calculated on the Project Cost Estimate, the percentage of the cost of the				
Proje	ect covered by the Applicant is: (Check the one most appropriate)  76% or more (10 points)			
	66 - 75% (7 points)			
$\overline{\Box}$	51% - 65% (5 points)			
	36% - 50% (4 points)			
	26% - 35% (2 points)			
	25% (Match minimum) (No points)			
0.1				
	latural and Cultural Resources			
	a. Species			
Enter the number of special-status species that are known to occur in the Project Area				
Number of special-status species				
Scoring: (Check the one most appropriate.)				
	No special-status species occur in Project Area (5 points)			
	One to five special-status species occur in Project Area (3 points)			
	Six to ten special-status species in Project Area (2 points)			
	More than ten special-status species occur in Project Area (No points)			
	Analysis has not been completed/unknown (No points)			
Provide name and date of reference document that supports the selection:				
b. Habitat				
Potential effects on special-status species habitat				
	No special-status species habitat is known to occur in the Project Area.			
	Habitat for (enter number of species) special-status species is known to occur			
	in Project Area.			

Scoring: (Check the one most appropriate)				
☐ No special-status species habitat is known to occur in the Pro	oject Area (5 points)			
Habitat for one to five special-status species is known to occupoints)	ur in Project Area (3			
Habitat for six to ten special-status species is known to occur points)	r in Project Area (2			
Habitat for more than ten special-status species is known to points)	occur in Project Area (No			
Analysis has not been completed/unknown (No points)				
Provide name and date of reference document that supports	the selection:			
c. Cultural Resources				
Does the Project contain cultural resources?				
No (10 points)				
Yes (if yes- check the most appropriate below)				
Scoring:				
Project would provide additional protection to cultural sites. Feet explanation that supports this selection (5 points)	Provide a detailed			
Identified cultural sites in the Project Area will not be affected	I (3 points)			
Project impacts to cultural sites will be mitigated (No points)				
Analysis has not been completed/unknown (No points)				
Provide name and date of reference document that supports the selection:				
	(0)			
3. Project will benefit the Applicant's OHV recreation program by:				
Restore or maintain connectivity of trail system by acquiring lipoints)	ilikage/ili-iloidiligs (10			
Providing additional OHV Opportunity (2 points)				
Expanding the types of vehicles that can use the OHV Oppor	• , • ,			
Protecting private property and land owners adjacent to the phigh levels of sound, trespass, and property damage (2 points)	•			
Resolving conflict related to OHV Recreation (2 points)				
Provide a detailed explanation for each statement that was checked	ed:			
Scoring: Maximum of 14 points				
4. Primary funding source for future development of the acquired	property and operation			
4. Primary funding source for future development of the acquired property and operation and maintenance of developed area will be:				
(Check the one most appropriate)	OLDV (- (F '- (-)			
Applicant's operational budget. Applicant will not apply for fut	• , , , ,			
Combination of OHV Trust Funds and operational budget (3 p	DOINTS)			
Other grant funding (2 points)				
OHV Trust Funds (No points)				
Provide a detailed explanation for selection:				

5. The Project provides motorized trails, roads and/or open area access to the following nonmotorized recreation opportunities: (Check all that apply)				
	Camping Birding			
	Hiking	g Equestrian trails		
	Fishing		Rock Climbing	
	Hunting		Other	
Prov	vide a detailed explanation	for ea	ach statement that was checked:	
Sco	ring: 2 points each, up to a	maxi	mum of 6 points	
6. The Project was developed with public input prior to the preliminary Application filing deadline. Public input employed the following: (Check all that apply)				
	The Applicant initiated and conducted publicly noticed meeting(s), held either inperson or virtual, with the general public to discuss Project (1 point)			
	The Applicant held a meeting(s), held either in-person or virtual, with multiple distinct stakeholders separate from their general public meeting (1 point)			
Provide a detailed explanation for each statement that was checked. Identify date(s) of meetings, location(s), participants, how public was notified of the meeting, and who hosted the meeting. Applicant must identify how distinct stakeholders are a stakeholder to the Project. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application.				
Note: For any meeting held virtually, the Applicant must notify the Division prior to the virtual meeting by email at OHV.Grants@parks.ca.gov.				

## Evaluation Criteria Development Projects

Applicant:	Ar	oplication Year	
Project Name		roject Number	
•	(1	Division Only)	

# **DEVELOPMENT PROJECT CRITERIA**

It is extremely important for Applicants to reference factual documentation to support their responses in the Application. Points will be awarded only for responses that are supported by published information, facts, statistics, or other published factual documentation with citations referenced when requested.

1. As calculated on the Project Cost Estimate, the percentage of the Project costs covered by the Applicant is: (Check the one most appropriate)					
	76% or more (10 points)				
	66 - 75% (7 points)				
	51% - 65%(5 points)				
	36% - 50% (4 points)				
	26% - 35% (2 points)				
	25% (Match minimum) (No points)				
2. N	latural and Cultural Resources				
	Species				
	er the number of special-status species that are known to occur in the Project Area				
Nur	mber of special-status species				
Scoring: (Check the one most appropriate)					
	No special-status species occur in Project Area (5 points)				
	One to five special-status species occur in Project Area (3 points)				
	Six to ten special-status species in Project Area (2 points)				
	More than ten special-status species occur in Project Area (No points)				
	Analysis has not been completed/unknown (No points)				
Pro	vide name and date of Reference document that supports the selection:				
b. Habitat					
Potential Effects on special-status species habitat					
	No special-status species habitat is known to occur in the Project Area.				
	Habitat for (enter number of species) special-status species is known to occur in Project Area.				
	mi i Tojout / mou.				
Scoring: (Check the one most appropriate)					
	No special-status species habitat is known to occur in the Project Area (5 points)				

	Habitat for one to five special-status species is known to occur in Project Area (3 points)			
	Habitat for six to ten special-status species is known to occur in Project Area (2 points)			
	Habitat for more than ten special-status species is known to occur in Project Area (No points)			
	Analysis has not been completed/unknown (No points)			
Pro	de name and date of Reference document that supports the selection:			
_	Itural Resources			
Doe	the Project contain cultural resources?			
Ш	No (10 points)			
	Yes (if yes- check the most appropriate below)			
Sco				
	Project would provide additional protection to cultural sites. Provide a detailed			
	explanation that supports this selection (5 points) Identified cultural sites in the Project Area will not be affected (3 points)			
H	Project impacts to cultural sites will be mitigated (No points)			
Pro	de name and date of Reference document that supports the selection:			
1 10	de name and date of reference document that supports the selection.			
3 Г	es the Project Area contain riparian/wetland issues?			
	No (10 points)			
	Yes (if yes – respond to item below)			
The	Project utilizes the following techniques to prevent damage to or restore			
	an/wetland areas: (Check all that apply and provide a detailed explanation that			
sup	orts the selection)			
Ш	Re-routes to divert trails away from riparian/wetlands areas (2 points)			
	Well-documented evaluation and monitoring strategies (Provide name and date of reference document) (2 points)			
П	Provide bridges instead of wet crossings (2 points)			
Ħ	Provide sanitary facilities (2 points)			
H	Restrict public vehicular access in riparian/wetland areas by placing physical barriers			
	(e.g., gates, fences, bollard, boulders) (2 points)			
4. T	e Project is designed to provide for diversified OHV use: (Check all that apply)			
	ATV       4X4			
	Motorcycle Recreation Utility Vehicle (RUV)/side by side			
	Snowmobile Dune buggy, rail			
Provide a detailed explanation of how each vehicle type will benefit from this Project:				
Sco	ng: 1 point each, up to a maximum of 6 points			

5. Is there a publicly reviewed and adopted plan and/or environmental document that supports the need for the Project?
☐ No (No points)
☐ Yes (5 points)
Provide name and date of plan:
6. At least 50% of the construction materials used for the Project contain recycled content, such as:  • Materials diverted from landfills  • Recycled plastic lumber  • Fly ash content concrete  □ No (No points)  □ Yes (5 points)  Provide a detailed explanation for the "Yes" response:
<ul> <li>7. At least 50% of the Project uses sustainable technologies, such as:</li> <li>Alternative fuel vehicles and equipment</li> <li>Repaving with permeable asphalt</li> <li>Renewable energy sources (e.g., solar, wind)</li> <li>Low volatile organic compound emission materials (e.g., paint, sealants, carpet)</li> <li>Practices that meet U.S. Green Building Council LEED Silver standard</li> <li>Low-flow plumbing fixtures</li> <li>Water efficient landscaping</li> </ul>
No (No points)
☐ Yes (5 points)
Provide a detailed explanation for the "Yes" response:
8. The Project is designed to sustain existing OHV Recreation: (Check the one most appropriate)
☐ Project directly improves or sustains existing OHV Opportunity (3 points)
Project improves support facilities associated with existing OHV Opportunity (2 points)
Project involves construction of a facility associated with new OHV Opportunity (No points)
☐ None of the above (No points)
Provide a detailed explanation to support selection:

•		tes a new trail that provides motorized access to the ion opportunities (Respond ONLY if Development Project	
involves road(s) or trail			
Camping		Birding	
Hiking		Equestrian trails	
Fishing		Rock Climbing	
Hunting		Other	
Scoring: 2 points each,			
Provide a detailed expl	anation f	or each statement that was checked:	
deadline. Public input e	mployed	with public input prior to the preliminary Application filing the following: (Check all that apply)	
		conducted publicly noticed meeting(s), held either in-person public to discuss Project (1 point)	
		ng(s), held either in-person or virtual, with multiple distinct their general public meeting. (1 point)	
meetings, location(s), p the meeting. Applicant Do not include internal prior to filing the prelim	earticipar must ide agency r inary App held virtu	ually, the Applicant must notify the Division prior to the virtual	
11. The Project will utilize partnerships to successfully accomplish the Project. Identify the number of organizations that will actively participate in the Project. Partners cannot include any unit of the OHVMR Division, subcontractors, er any participant being paid by this OHV Grant and Cooperative agreement, or any Grantee receiving Grant funds for a Project in the Project Area as specified in this Application. (Check the one most appropriate)			
4 or more (4 point	s)		
2 to 3 (2 points)			
1 (1 point)			
None (No points)			
List each partner organ partner will participate	•	) separately and provide a detailed explanation how each pject:	

12. Primary funding source for all future operational costs associated with the Project will be:						
(Ch	(Check the one most appropriate)					
	Applicant's operational budget. Applicant will not apply for future grants. (5 points)					
	Combination of OHV Trust Funds and operational budget (3 points)					
	OHV Trust Funds (No points)					
Pro	vide a detailed explanation:					
13.	Offsite Impacts					
Offs	site impacts relative to the Projec	t Are	a have been addressed:			
	No (No points)					
	, ,	rovid	e a detailed explanation of how they have been			
	addressed)					
	Sound		Fugitive Dust			
	Runoff		Erosion			
	Traffic		Wildlife			
	Other	•				
Sco	oring: 1 point each, up to a maxim	num d	of 5 points.			

# Evaluation Criteria Education and Safety Program Projects

Applicant:	Application Year	
Project	Project Number	
Name	(Division Only)	

### **EDUCATION AND SAFETY CRITERIA**

It is extremely important for Applicants to reference factual documentation to support their responses in the Application. Points will be awarded only for responses that are supported by published information, facts, statistics, or other published factual documentation with citations referenced when requested.

ocuii	ierration with citations referenced when requested.				
The	The Applicant is applying for the following type of Project: (Check the one most appropriate.)				
	Education – Applicants shall only respond to items 1, 2, 4, 5, 6, 7, 8, 9, 10 and 11.				
	Safety – Applicants shall only respond to items 1, 2, 4, 5, 6, 12, 13, 14, and 15				
	s calculated on the Project Cost Estimate, the percentage of the cost of the Project ered by the Applicant is: (Check the one most appropriate)				
	76% or more (10 points)				
	66 - 75% (7 points)				
	51% - 65% (5 points)				
	36% - 50% (4 points)				
	26% - 35% (2 points)				
	25% (Match minimum) (No points)				
2. At any time in the last two complete calendar years prior to the current Grant cycle, has the Applicant been out of Good Standing with the Division?					
	No (10 points)				
	Yes (No points)				
	First time Applicants or Applicants without active projects in the last two complete calendar years. (5 points)				

3. [For Division use only] In the previous year the Applicant has been responsive and communicated effectively with their 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 will receive 2 points)

4. The Project will utilize partnerships to successfully accomplish the Project. Identify the number of organizations that will actively participate in the Project. Partners cannot include any unit of the OHVMR Division, subcontractors, or any participant being paid by this OHV Grant and Cooperative agreement, or any Grantee receiving Grant funds for a Project in the				
Project Area as specified in this Application. (Check the one most appropriate)				
4 or more (4 points)				
2 to 3 (2 points)				
1 (1 point)				
None (No points)				
List each partner organization(s) and provide a detailed explanation how each partner will participate in the Project:				
5. The Project addresses the following types of OHV Recreation: (Check all that apply.)				
ATV (1 point) 4X4 (1 point)				
Motorcycle (1 point)  RUV (Recreation Utility Vehicle)/ Side-by-side (1 point)				
Snowmobile (1 point) Dune buggy, rail (1 point)				
Provide a detailed explanation of how each vehicle type will be addressed in this Project:				
Scoring: 1 point each, up to a maximum of 6 points.				
6. The Project was developed with public input prior to the preliminary Application filing deadline. Public input employed the following: (Check all that apply)				
The Applicant initiated and conducted publicly noticed meeting(s), held either in-person or virtual, with the general public to discuss Project (1 point)				
The Applicant held a meeting(s), held either in-person or virtual, with multiple distinct stakeholders separate from their general public meeting (1 point)				
Provide a detailed explanation for each statement that was checked. Identify the dates(s) of meetings, location(s), participants, how public was notified of meeting, and who hosted the meeting. Applicant must identify how distinct stakeholders are stakeholders to the Project. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application:				
Note: For any meeting held virtually, the Applicant must notify the Division prior to the virtual meeting by email at OHV.Grants@parks.ca.gov.				
7. Prior to Preliminary Application filing, the Project has incorporated the following clearly identifiable and/or measurable elements: (Check all that apply)				
Process of researching issues and audience (2 points)				
☐ Objectives and outcomes (2 points)				
Testing process to ensure outcomes are effective (2 points)				

Plan to implement the Project (2 poir	Plan to implement the Project (2 points)			
Evaluation of the Project process (2	Evaluation of the Project process (2 points)			
Evaluation and feedback received from	om Pro	oject participant (2 points)		
Provide a detailed explanation for each sta	atemei	nt that was checked:		
8. The Project will utilize the following met	nods c			
Hands on learning		Social media		
Formal class setting		Outreach booths/Exhibits		
Printed media (brochures, panels, billboards, flyers, etc.)		Interpretive talks, rides, events		
Internet classes		Audio/video programs		
Self-guided trails		Other (Specify)		
Website (message, not classes)				
Provide a detailed explanation for each sta	iteme	nt that was checked:		
Scoring: 2 points each up to a maximum o	f 14 po	oints.		
Total number of times individuals are di Project's educational methods identified in				
Greater than 10,000 (4 points)	Greater than 10,000 (4 points)			
1,000 to 10,000 (3 points)	1,000 to 10,000 (3 points)			
100 to 1,000 (2 points)				
20 to 100 (1 point)				
0 to 20 (No points)	0 to 20 (No points)			
Provide a detailed explanation for the quar	ntity ch	necked:		
10. Average time a participant will have direct exposure to the Project's message or training through educational methods identified in Question 8: (Check the one item of highest point value that applies)				
Greater than 2 hours (4 points)				
1 hour to 2 hours (3 points)	1 hour to 2 hours (3 points)			
5 minutes to less than 1 hour (2 point	5 minutes to less than 1 hour (2 points)			
1 minute to less than 5 minutes (A Project for maps will fall under this category) (1 point)				
Less than 1 minute (No points)				
Less than 1 minute (No points)				

11. The Project utilizes certified ATV Safety Institute, Motorcycle Safety Foundation and/or Recreational Off-Highway Vehicle Association trainers to provide training. (Check the one most appropriate)			
No (No points)			
Yes (2 points)			
Provide a detailed explanation for the "Yes	" resp	oonse:	
12. The majority of personnel utilized in the		<u> </u>	
Emergency Medical Technician level,	or hig	gher (5 points)	
First Responder level (2 points)			
First Aid and CPR (1 points)			
☐ No training (No points)			
40. The Duckert investment and account	1-61	: 4b - 4 : (Ob b) 4b	
13. The Project involves search and rescue All volunteer (5 points)	e stan	that is: (Check the one most appropriate)	
` ` '		55 (4	
A majority of volunteers with some pa		· · · · · ·	
Paid staff working regular hours (non-		, , , ,	
Paid staff working overtime shifts (No	point	s)	
14. The Project will have the majority of pethat apply)	rsonn	el trained in the following areas: (Check all	
Radio communication		Tracking skills	
Avalanche rescue		Navigation training	
Swift water rescue		ATV certification	
☐ Dog handling		Motorcycle certification	
Rope skills		4 x 4/Off-Road training	
☐ Wilderness search and rescue		Other (Specify)	
Scoring: 2 points each up to a maximum of	f 16 p	oints.	
15. The Applicant has documented experience performing OHV search and rescue operations and providing medical aid to OHV operators. In the prior calendar year the Applicant has performed and documented:			
		s in support of OHV Recreation (8 points)	
30 Medicals or search and rescue mis	ssions	s in support of OHV Recreation (5 points)	
10 Medicals or search and rescue missions in support of OHV Recreation (3 points)			
Medicals or search and rescue missions in support of OHV Recreation (0 points)			
Provide a detailed explanation for the chec	ked s	tatement:	

## Evaluation Criteria Ground Operation Projects

Applicant:	Application Year	
Project Name	Project Number	
Project Name	(Division Only)	

#### **GROUND OPERATIONS PROJECT CRITERIA**

It is extremely important for Applicants to reference factual documentation to support their responses in the Application. Points will be awarded only for responses that are supported by published information, facts, statistics, or other published factual documentation with citations referenced when requested.

	·			
1. As calculated on the Project Cost Estimate, the percentage of the cost of the Project				
COV	ered by the Applicant is: (Check the one most appropriate)			
	76% or more (10 points)			
	66 - 75% (7 points)			
	51% - 65% (5 points)			
	36% - 50% (4 points)			
	26% - 35% (2 points)			
	25% (Match minimum) (No points)			
2. F	ailure to complete the Project will result in: (Check all that apply )			
	Loss of OHV Opportunity (6 points)			
	Negative impact to cultural sites (2 points)			
	Damage to special-status species or other sensitive habitat (2 points)			
	Potential trespass (2 points)			
	Additional damage to Facilities (1 point)			
Provide a detailed explanation for each statement that was checked:				
Sco	ring: Maximum of 8 points			
3. T	he Project will sustain OHV Opportunity by: (Check all that apply)			
	Maintaining trails that provide for multi-use (ATV, Dirt Bikes, 4x4, etc.) (5 points)			
	Installing or repairing erosion control features (3 points)			
	Providing traffic control and/or educational signage (3 points)			
	Maintaining trail or road tread for single vehicle use (1 point)			
	Providing varied levels of riding difficulty (1 point)			
Prov	vide a detailed explanation for each statement that was checked:			

4. The Project was developed with public input prior to the preliminary Application filing deadline. Public input employed the following: (Check all that apply)
The Applicant initiated and conducted publicly noticed meeting(s), held either in-person or virtual, with the general public to discuss Project (1 point)
The Applicant held a meeting(s), held either in-person or virtual, with multiple distinct stakeholders separate from their general public meeting (1 point)
Provide a detailed explanation for each statement that was checked. Identify date(s) of meetings, location(s), participants, how public was notified of the meeting, and who hosted the meeting. Applicant must identify how distinct stakeholders are stakeholder to the Project. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application:
Note: For any meeting held virtually, the Applicant must notify the Division prior to the virtual meeting by email at OHV.Grants@parks.ca.gov.
The During to the During the Duri
5. The Project will utilize partnerships to successfully accomplish the Project. Identify the number of organizations that will actively participate in the Project. Partners cannot include any unit of the OHVMR Division, subcontractors, any participant being paid by this OHV Grant and Cooperative agreement, or any Grantee receiving Grant funds for a Project in the Project Area as specified in this Application. (Check the one most appropriate)
4 or more (4 points)
2 to 3 (2 points)
☐ 1 (1 point)
None (No points)
List each partner organization(s) separately and provide a detailed explanation for how each partner will participate in the Project:
6. The Project will avoid and/or minimize impact to natural and cultural resources by: (Check all that apply)
Controlling OHV use (i.e. signage, route delineation, etc.) (1 point)
Protecting water quality (1 point)
Providing an alternative to wet crossings where appropriate (1 point)
Protecting special-status species (1 point)
Re-routing trails to divert away from riparian/wetlands areas (1 point)
Providing sanitary facilities (1 point)
Protecting cultural site(s) (1 point)
Site is completely fenced and has no impacts to natural and cultural resources(7 points)
Provide a detailed explanation for each statement that was checked:

Sco	Scoring: Maximum of 7 points						
7. T	he Project incorporates rec	ycled	materials by utilizing: (Check all that apply)				
	Barrier materials which ind	clude	recycled content or materials obtained onsite (1 point)				
	Signs, sign posts or educa	ation I	kiosks which use products with recycled content (1 point)				
	Erosion control features which use materials with recycled content or materials obtained onsite (1 point)						
	Paper used for trail maps	which	n includes recycled content (1 point)				
	Other products with recycl	ed co	ontent (Specify) (1 point)				
8. The Project improves and/or maintains facilities that provide motorized access to the following non-motorized recreation opportunities (Respond ONLY if Ground Operations Project involves trail maintenance). (Check all that apply)							
	Camping		Birding				
	Hiking		Equestrian trails				
	Fishing		Rock Climbing				
	Hunting		Other (Specify)				
Sco	Scoring: 2 points each, up to a maximum of 6 points						

# Evaluation Criteria Planning Projects

Applicant:	Application Year	
Project	Project Number	
Name	( Division Only)	

### PLANNING PROJECT CRITERIA

It is extremely important for Applicants to reference factual documentation to support their responses in the Application. Points will be awarded only for responses that are supported by published information, facts, statistics, or other published factual documentation with citations referenced when requested.

	1. As calculated on the Project Cost Estimate, the percentage of the Project costs covered by				
the	Applicant is: (Check the one most appropriate)				
	76% or more (10 points)				
	66 - 75% (7 points)				
	51% - 65% (5 points)				
	36% - 50%(4 points)				
	26% - 35% (2 points)				
	25% (Match minimum) (No points)				
2. T	he Planning Project will address the following: (Check all that apply)				
	Potential effects of OHV Recreation on special-status species habitats				
	Potential effects of OHV Recreation on cultural resources				
	Potential effects of OHV Recreation on soil conditions				
	Potential effects of OHV Recreation on water quality				
	Potential effects of OHV Recreation on other recreation uses				
	Potential effects of OHV Recreation on adjacent lands				
	Potential impact to relationships between OHV Recreation and local residents				
	Toxic or hazardous materials within a Project Area or adjacent property that may impact OHV Recreation				
	Potential offsite impacts relative to the Project Area (e.g., sound, fugitive dust, run off)				
	Trail issues such as traffic patterns, trails closures, appropriate uses, etc.				
Pro	Provide a detailed explanation for each statement that was checked:				
Sco	oring:				
	6 or more items checked (4 points)				
	4 to 5 items checked (3 points)				
	2 to 3 items checked (2 points)				
	1 or no items checked (No points)				

3. The Project is intended to lead to improved facilities that provide motorized access to the following nonmotorized recreation opportunities (Respond ONLY if Planning Project involves road(s) or trails(s): (Check all that apply)					
	☐ Camping ☐ Birding				
	Hiking		Equestrian trails		
	Fishing		Rock Climbing		
	Hunting		Other (Specify)		
Sco	ring: 2 points each, up to a max	imun	n of 6 points		
Prov	vide a detailed explanation for e	ach s	statement that was checked:		
	he Project was developed with dline. Public input employed the		c input prior to the preliminary Application filing wing: (Check all that apply)		
	The Applicant initiated and cor or virtual, with the general pub		ed publicly noticed meeting(s), held either in-person discuss Project (1 point)		
The Applicant held a meeting(s), held either in-person or virtual, with multiple distinct stakeholders separate from their general public meeting (1 point)					
Provide a detailed explanation for each statement that was checked. Identify date(s) of meetings, location(s), participants, how public was notified of the meeting, and who hosted the meeting. Applicant must identify how distinct stakeholders are stakeholder to the Project. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application:  Note: For any meeting held virtually, the Applicant must notify the Division prior to the virtual					
meeting by email at OHV.Grants@parks.ca.gov.					
5. If the Project were approved, the planning process will incorporate stakeholder input for the entirety of the Project performance period:					
	No (No points)				
☐ Yes (5 points)					
If "Yes" list each stakeholder separately and explain how stakeholders' input will be beneficial to the Project:					

	num any Gra	The Project will utilize partnerships to successfully accomplish the Project. Identify the observed of organizations that will actively participate in the Project. Partners cannot include unit of the OHVMR Division, subcontractors, any participant being paid by this OHV ont and Cooperative agreement, or any Grantee receiving Grant funds for a Project in the			
	Proj	ject Area as specified in this Application. (Check the one most appropriate)			
L	H	4 or more (4 points)			
		2 to 3 (2 points)			
	Ш	1 (1 point)			
		None (No points)			
		each partner organization(s) separately and provide a detailed explanation for how each ener will participate in the Project:			
	7. T app				
		Project will develop management plans for existing OHV Opportunity (6 points)			
		Project will complete environmental review for an OHV Development Project (5 points)			
		Project supports development of OHV Opportunities within 60 miles of incorporated city (5 points)			
		Project will develop a system of designated OHV routes within an existing OHV Opportunity (4 points)			
	Pro	vide a detailed explanation for each statement that was checked:			
	-				
		successful, would the Project lead to the creation of a new OHV Opportunity within the sdiction of a Land Manager that does not currently provide OHV Opportunity?			
		No (No points)			
		Yes (20 points)			
ľ	Prov	rovide a detailed explanation for the "Ves" response			

## Evaluation Criteria Restoration Projects

Applicant:	Application Year	
Project	Project Number	
Name	( Division Only)	

## **RESTORATION PROJECT CRITERIA**

It is extremely important for Applicants to reference factual documentation to support their responses in the Application. Points will be awarded only for responses that are supported by published information, facts, statistics, or other published factual documentation with citations referenced when requested.

1. As calculated on the Project Cost Estimate, the percentage of the Project costs covered by						
the	the Applicant is: (Check the one most appropriate)					
	76% or more (10 points)					
	66 - 75% (7 points)					
	51% - 65% (5 points)					
	36% - 50% (4 points)					
	26% - 35% (2 points)					
	11% - 25% (1 point)					
	10% (Match minimum) (No points)					
	Cultural and Natural Resources that would be adversely impacted if the Project failed to be ded: (Check all that apply)					
	Archeological and historical resources identified in the California Register of Historical Resources or the National Register of Historic Places (3 points)					
	Bodies of Water (e.g., stream, reservoir, canal, lake, etc.) (3 points)					
	, , , , ,					
Ш	Soils- Potential for mass wasting (e.g., landslides, debris flow, excessive erosion, etc.) (2 points)					
	Sensitive areas (e.g., Areas of Critical Environmental Concern, designated wilderness					
	areas, wild and scenic rivers, etc.)					
	Number of sensitive areas (2 points each, up to a maximum of 6)					
	Threatened and Endangered (T&E) listed species					
	Number of T&E species (2 points each, up to a maximum of 6)					
	Other special-status species*					
	Number of special-status species (1 point each, up to a maximum of 3)					
	Project is solely for Restoration Planning (No points)					
	Provide a detailed explanation regarding the type and severity of impacts that might occur relative to the item(s) checked above:					
_	LIMD forms Double Constitute II					

<sup>\*</sup> See HMP form Part 2, Section II.

3. T	3. The primary reason for the Project is: (Check the one most appropriate)				
	Protect special-status species or cultural site (4 points)				
	Restore natural resource system damaged by OHV activity (4 points)				
	OHV activity in a closed area (3 points)				
	Alternative measures attempted, but failed (2 points)				
	Management decision (1 point)				
	Scientific and cultural studies (1 point)				
	Planning efforts associated with Restoration (1 point)				
Prov	vide a name and date of reference document that supports this Project:				
	ne Project makes use of the following elements to ensure successful implementation: eck all that apply)				
	Site monitoring to prevent additional damage (2 points)				
	Construction of barriers and other traffic control devices (2 points)				
	Use of native plants and materials (2 points)				
	Incorporation of universally recognized "Best Management Practices" (2 points)				
	Educational signage (2 points)				
	Identification of alternate OHV routes to ensure that OHV activities will not reoccur in restored area (2 points)				
	Project is solely for Restoration Planning (No points)				
Prov	ride a detailed explanation for each item checked above:				
mai	s there a publicly reviewed and adopted plan (e.g., wilderness designation, land nagement plan, route designation decision) that supports the need for the Restoration ject?				
	No (No points)				
	Yes (5 points)				
Provide name and date of the plan that supports the Project:					
6 D	rimary funding source for all future energtional costs accomisted with the Project will be:				
	rimary funding source for all future operational costs associated with the Project will be: eck the one most appropriate)				
	Applicant's or Land Manager's operational budget. Applicant will not apply for future Grants (5 points)				
	Combination of OHV Trust Funds and operational budget (3 points)				
	OHV Trust Funds (No points)				
Prov	vide a detailed explanation for checked statement:				
•					

7. The Project was developed with public input prior to the preliminary Application filing deadline. Public input employed the following: (Check all that apply)				
The Applicant initiated and conducted publicly noticed meeting(s), held either in-person or virtual, with the general public to discuss Project (1 point)				
The Applicant held a meeting(s), held either in-person or virtual, with multiple distinct stakeholders separate from their general public meeting (1 point)				
Provide a detailed explanation for each statement that was checked. Identify date(s) of meetings, location(s), participants, how public was notified of the meeting, and who hosted the meeting. Applicant must identify how distinct stakeholders are stakeholder to the Project. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application:				
Note: For any meeting held virtually, the Applicant must notify the Division prior to the virtual meeting by email at OHV.Grants@parks.ca.gov.				
8. The Project will utilize partnerships to successfully accomplish the Project. Identify the number of organizations that will actively participate in the Project. Partners cannot include any unit of the OHVMR Division, subcontractors, any participant being paid by this OHV Grant and Cooperative agreement, or any Grantee receiving Grant funds for a Project in the Project Area as specified in this Application. (Check the one most appropriate)				
4 or more (4 points)				
2 to 3 (2 points)				
☐ 1 (1 point)				
None (No points)				
List each partner organization(s) separately and provide a detailed explanation for how each partner will participate in the Project:				
9. Scientific and cultural studies will (Respond ONLY if Restoration Project involves scientific or cultural studies.) (Check all that apply)				
Determine appropriate Restoration techniques (2 points)				
Examine potential effects of OHV Recreation on natural or cultural resources (2 points)				
Examine methods to ensure success of Restoration efforts (1 point)				
Lead to direct management action (1 point)				
Provide a detailed explanation for each selection:				
10. The underlying problem that resulted in the need for the Restoration Project has been effectively addressed and resolved (e.g., incursions are no longer occurring) prior to this Application:				
☐ No (No points)				
☐ Yes (3 points)				

Provide a detailed explanation for the "Yes" response:				
11. The size of sensitive habitats (e.g., Areas of Critical Environmental Concern, designated wilderness areas, wild and scenic rivers, meadows, wetlands, etc.) which will be actively restored through the Project will be: (Check the one most appropriate)				
Greater than 10 acres within the Project Area (5 points)				
☐ 1 – 10 acres within the Project Area (3 points)				
Less than 1 acre within the Project Area (1 points)				
No sensitive habitat will be restored within the Project Area (No points)				
12. Is the majority of restoration activity being performed in the Project Area caused by current legal/illegal OHV Recreation? (Check the one most appropriate)				
Yes (20 points)				
☐ No (No points)				
Provide a detailed explanation for the "Yes" response:				

## **EQUIPMENT DISPOSITION REQUEST**

In accordance with Title 14, CCR Section 4970.20(e), Grantees must obtain written approval from the OHMVR Division prior to disposition of any Equipment/Heavy Equipment purchased with Grant funds.

Depending on which Grant year Equipment or Heavy Equipment was purchased, the specific definition of Equipment or Heavy Equipment may vary. Check the applicable Grant year regulations to confirm the threshold for reportable Equipment or Heavy Equipment.

Generally, if Equipment or Heavy Equipment is listed on your Project Cost Estimate as an "Equipment" line item, a Grantee is required to obtain approval prior to disposition.

Only Equipment or Heavy Equipment purchased with Grant funds past their useful life and/or are unsafe to operate may be requested for disposition.

**NOTE**: One Request per piece of Equipment. Disposition Request is not final without OHMVR Division approval

GRANTEE / EQUIPMENT INFORMATION				
Project Number:				
Grantee:	Contact Person:			
Email:	Phone Number:			
Location of Equipment:				
Manufacturer:	Model:			
VIN:	Year:			
Purchase Date:	Purchase Price: \$			
Condition:	Miles/Hours:			
Estimated Value: \$				
Reason for disposition of Equipment/Heavy Equip	ment:			
<b>NOTE:</b> Attach pictures of Equipment/Heavy Equipment,	or police report if Equipment/Heavy Equipment is stolen			

How will the Equipment/Heavy Equipment be disposed:					
				request on behalf of the Grantee. I declompany documents are true and correct	
Authoriz	ed Representative	<u> </u>		Date	
	OHMVR	DIVISIO	N REVIEW		
OHMVR Grants Compliance:					
Recommend Approve Reque	st Yes □	]	No □		
Reviewed by (name and title	):				
OHMVR Division:	-				
Request Approved	Yes □	No □			_
Gra	ınts Manager			Date	

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