OFF-HIGHWAY MOTOR VEHICLE RECREATION (OHMVR) DIVISION

GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

GRANTS PROGRAM MANUAL

APPENDIX
FORMS AND INSTRUCTIONS

APPENDIX

The forms and instructions are provided here for the Applicant's use. They are intended to be used in conjunction with the Regulations and Chapters 1, 2, and 3 of the Grants Program Manual.

It is the Applicant's responsibility to assure the Application is in compliance with all applicable regulations. Applications not in compliance will not be processed. See Chapter 1.

There is no need to submit the form instruction pages. Please submit just the completed forms.

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APPLICATION FORMS

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Application Face Sheet Instructions
(OHV Form A)

Each Applicant must complete one Application Face Sheet (OHV Form A) for the Off-Highway Motor Vehicle Recreation (OHMVR) Grants and Cooperative Agreements Program.

1. **Applicant and Application Year –** Enter the name of the agency applying and the Grant cycle year. See CCR Title 14 4970.50(e) for the definition of Applicant.

2. **Address –** Enter the Applicant's mailing address.

3. **County –** Enter the county where the Applicant's office is located.

4. **Legislative Districts –** Enter the numbers of the Legislative Districts for the Project area(s).

5. **Federal Employer Identification Number –** Nonprofit Applicants **only** must provide this number to confirm their 501(c)(3) status.

6. **Project Type –** For each Project Type, enter the number of Projects being applied for.

7. **Applicant's Authorized Representative and Project Administrator –** Identify the Applicant's two-tiered chain of command. The Authorized Representative is the person having the ultimate approval and signature authority with regard to the Grant or Cooperative Agreement (e.g., BLM - Field Office or District Manager, USFS - Forest Supervisor, Local Agency - Parks Director, Sheriff). The Project Administrator is the person performing the overall implementation, fiscal coordination, and overseeing the implementation of the Grant or Cooperative Agreement. The Project Administrator also serves as the primary contact person for the Project.

8. **Authorizing Signature –** The Authorized Representative listed in Item #7 **must** be the individual to sign and date OHV Form A. By signing, the agency acknowledges under penalty of perjury, and certifies that all statements made in this Application are complete and accurate to the best of their knowledge and that the Project is not in conflict with applicable planning documents. They are also authorized to obligate the Applicant to the contractual terms of this Application. In addition, they authorize representatives of the Division to verify the accuracy of the information contained in the Application as needed.

Application Face Sheet
(OHV Form A)

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Off-Highway Motor Vehicle Recreation Division

APPLICATION FOR STATE OFF-HIGHWAY MOTOR VEHICLE RECREATION (OHMVR) GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

1. Applicant:			**Application Year:**
2. Address:			
City:	**State:**	**Zip:**	**3. County:**
4. California State Senate District:	**California State Assembly District:**	**United States Congressional District:**	**5. (Non-profit Applicants only) Federal Employer Identification Number:**

6. PROJECT TYPE(S): (Enter the number of Projects for each Project Type)
Minimum: $10,000 per Project. **Maximum:** $500,000 per Project Type.

	Acquisition		**Facilities Operation and Maintenance (FO&M)**		**Planning**
	Conservation		**Law Enforcement**		**Restoration**
	Development		**OHV Safety and/or Education Program**		**Trail Maintenance**

GRAND TOTAL AMOUNT REQUESTED
(For all Project Types)

$_____
Maximum: $2,000,000 per Applicant.

7. APPLICANT'S AUTHORIZED REPRESENTATIVE AND CONTACT PERSON(S):

Authorized Representative:	Project Administrator:
Title:	Title:
Telephone:	Telephone:
Fax:	Fax:
E-mail:	E-mail:

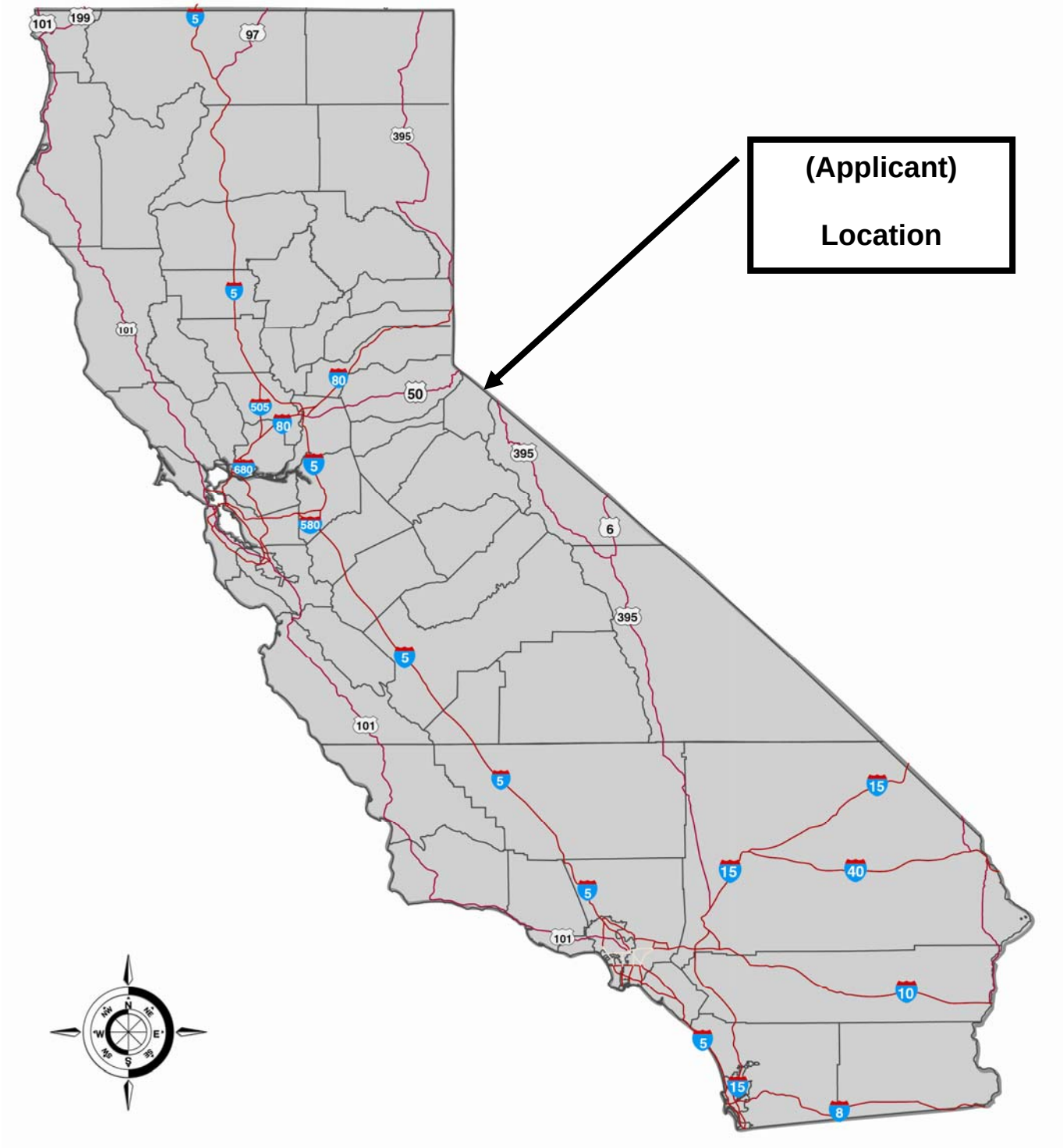
7. AUTHORIZING SIGNATURE
Under penalty of perjury, I certify that all statements made in this Application are complete and accurate to the best of my knowledge and that the Project(s) proposed in this Application is/are consistent with applicable planning documents. I am authorized to obligate the Applicant to the contractual terms of this Application. I authorize representatives of the Off-Highway Motor Vehicle Recreation Division to verify the accuracy of the information contained in this Application as needed.

X	
SIGNATURE	**DATE**

Applicant Locater Map
(OHV Form B)

Instructions

Each Applicant must complete one Applicant Locator Map, OHV Form B.
Drag the pointer to indicate the Applicant's general location.
Applicant – Enter the Applicant name, as shown on OHV Form A, in the box to replace "Applicant".
The box size may be adjusted as needed.



Application Summary Sheet Instructions
(OHV Form C)

Each Applicant must complete one Application Summary Sheet, OHV Form C. See CCR Title 14, 4970.50(e) for the definition of Applicant.

Applicant – Enter the Applicant name as shown on the Application Face Sheet (OHV Form A).

Column (A): Project Title – List each Grant or Cooperative Agreement Project identified on the Application Face Sheet (OHV Form A).

Enter a "Project Title" in column (A) for each proposed Project. The title shall be brief and identify the Applicant and Project Type.

The Project Title naming convention is:

[USFS or BLM, if applicable] [Applicant name, such as Any National Forest, Any Field Office, or Any Sheriff's Department] [Site, if more than one Project of the same type is included in the Application, such as X Ranger District or Y Station] [Project type]

Examples of Project Titles:

- BLM Any Field Office Trail Maintenance
- USFS Any National Forest East Peak Restoration
- Any County Sheriff's Department Law Enforcement
- Any City Parks Department FO&M.

The Division may modify Project names to conform to the Project Title naming convention.

List each Project by Project Type in alphabetical order.

Additional lines may be added if needed.

Column (B): Amount Requested – Enter the "Amount Requested" for each Project Title. This amount must match the rounded total from the Project Cost/Deliverables Form (PC/D) (OHV Form J), Project Cost Estimates Page (Part 2) for the Project.

Administrative Costs are reported on the PC/D (OHV Form J, Part 2) for each Project.

Application Summary Sheet Total – Total Column (B). This amount may not exceed $2,000,000 per Applicant.

Confirm that each Project complies with the Project minimum request amount and Project Type maximum request amount.

Cross-check: The total of column (B) must match the "Grand Total Amount Requested" on the Application Face Sheet (OHV Form A).

Application Summary Sheet
(OHV Form C)

Applicant:		
AMOUNT REQUESTED BY PROJECT		
(A) PROJECT TITLE	**PROJECT NUMBER (Division use only)**	**(B) AMOUNT REQUESTED (Minimum $10,000 per Project, Maximum $500,000 per Project Type)**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
APPLICATION SUMMARY SHEET TOTAL **(This amount must match the Grand Total amount requested on the Application Face Sheet, and can not exceed $2,000,000)**		

Opportunity Summary Instructions
(OHV Form D)

Applicants (other than those solely applying for Law Enforcement or OHV Safety and/or Education projects or Applicants that do not manage land) must complete one copy of this form. See CCR Title 14 4970.50(e) for the definition of Applicant. The data in this form is for the Applicant's entire jurisdiction. Include data for the most recent 12 month period for which the Applicant has complete data. This will generally be the most recent calendar or fiscal year. This form may be referenced from the Applicantthe Applicant's Evaluation Criteria, OHV Form K.

Applicant – Enter the same Applicant name as on OHV Form A.

I. OHV Opportunity – For the purposes of this form, "OHV Opportunity" includes all legal riding opportunity on public lands within the area managed by the Applicant. If Applicant does not have any legal riding opportunity within their jurisdiction, check the "N/A" box.

> **Data Period –** Enter the starting month/year and ending month/year for which OHV Opportunity data is available. Do not include months of OSV opportunity; these will be reported in item II below.
>
> **1. Months of OHV Opportunity (OHV Months) –** Enter the number of months, as indicated by the Data Period, for which OHV opportunity is available.
>
> **2. Total Acres of Open Riding Currently Available for OHV Recreation –** For the purposes of this form, "Open riding" is land, other than designated routes, available for OHV Recreation.
>
> **3. Total Miles of Routes Currently Available For OHV Recreation –** For the purposes of this form, "Routes" include all unpaved Roads and trails that are open for legal motorized recreation. This is the total mileage of OHV routes for any type of OHV.
>
> **4. OHV Visitor Days –** Every day or portion thereof that a visitor is engaged in OHV Recreation (other than OSV) in legal riding areas within the Applicant's jurisdiction is considered one visitor day. Estimate based on surveys, personal observations, or counters.
>
> **5. OHV Ratio –** Add the acres of open area and the miles of routes. Divide the total by the number of visitor days to get the OHV Ratio.

II. OSV Opportunity – For the purposes of this form, "OSV Opportunity" includes all legal over snow vehicle (OSV) riding opportunity on public lands within the area managed by the Applicant. If Applicant does not have any legal OSV riding opportunity within their jurisdiction, check the "N/A" box.

> **Data Period –** Enter the starting month/year and ending month/year for which OSV Opportunity is available.
>
> **1. Months of OSV Opportunity (OSV Months) –** Enter the number of months, as indicated by the Data Period, for which OSV opportunity is available. **NOTE:** The sum total of Item 1, above, months of OHV opportunity, and months of OSV opportunity reported here, cannot exceed twelve (12) months.

2. Total Acres Of Open Riding Currently Available for OSV Recreation – For the purposes of this form, "Open riding" is land, other than designated routes, available for OHV Recreation. Enter the acres of open riding available to OSV Recreation when covered with sufficient snow.

3. Miles Of OSV Routes – Enter the number of miles of OSV routes available for OSV Recreation when covered with sufficient snow.

4. OSV Visitor Days – Every day or portion thereof that a visitor is engaged in OSV Recreation in legal riding areas managed by the Applicant is considered one visitor day. Estimate based on surveys, personal observations or counters.

5. OSV Ratio – Add the acres of open area and the miles of routes, then divide the total by the number of visitor days to get the OSV Ratio.

III. Visitor/Opportunity Ratio (V/O Ratio) – In order to determine the Visitor/Opportunity Ratio, multiply the OHV and OSV Ratios by the Months of Opportunity for each respectively, and then add the products. Divide the resulting sum by twelve (12) to get the Visitor/Opportunity Ratio.

IV. Reference source documents here – Enter the title, date, page and location of documents used to compile this data. This is essential to allow the Applicant to cite this form from the Evaluation Criteria OHV Form K. Location of documents is the place for reviewers of the Application to look for the source document. Enter a page number of the Application or an office or Webpage that can be checked to confirm the data.

Opportunity Summary
(OHV Form D)

Applicant:				
I. Off-Highway Vehicle Opportunity Ratio (OHV Ratio)				
Data Period:	Starting Month/Year		Ending Month/Year	
1. Months Of OHV Opportunity (OHV Months)				
2. Total Acres Of Open Riding Currently Available For OHV Recreation				
3. Total Miles Of Routes Currently Available For OHV Recreation				
4. OHV Visitor Days				
5. Ratio of Visitor Days/Miles or Acres of Opportunity: Visitor Days / (Acres Of Open Area + Miles Of Routes) = OHV Ratio				

II. Over Snow Vehicle Opportunity Ratio (OSV Ratio)				
Data Period:	Starting Month/Year		Ending Month/Year	
1. Months Of OSV Opportunity (OSV Months)				
2. Total Acres Of Open Riding Currently Available for OSV Recreation				
3. Miles of OSV Routes				
4. OSV Visitor Days				
5. Ratio of Visitor Days/Miles or Acres of Opportunity: Visitor Days / (Acres Of Open Area + Miles Of Routes) = OSV Ratio				

III. Visitor Opportunity Ratio (V/O Ratio)	
[(OHV Ratio x OHV Months)+(OSV Ratio x OSV Months)] / 12 = V/O Ratio	

IV. Reference source documents here: ☐ N/A			
Title	**Date**	**Page**	**Location of document**

Equipment Inventory Instructions
(OHV Form E)

Each Applicant requesting funding for Equipment must complete this form.

> *CCR 4970.50(aa) "Equipment" means vehicles, instruments, or apparatus. Equipment includes, but is not limited to: all vehicles, GPS units, sound meters, cameras, radios, first aid kits, computers and remote-sensing devices that are used in the implementation of a Grant funded Project. Equipment does not include expendable items such as first aid kit refill supplies, personal safety gear, or tires.*

List all Equipment purchased with funds from this program over the last ten (10) years with an original purchase price over $5,000.

Applicant – Enter the same Applicant name as on OHV Form A.

Date – Enter the date the form is completed.

Item – Enter the type of equipment item (i.e., Pickup, GPS unit etc.)

Make – Enter the name of the manufacturer of the Equipment.

Model – Enter the model name and/or number of the Equipment.

Year – Enter the year of manufacture and the year the equipment was purchased.

VIN or Serial Number – Enter the entire Vehicle Identification Number, or, if none, an Equipment Identification Number or serial number.

Mileage – Enter the current mileage from the Equipment's odometer. If Equipment does not have an odometer, use mileage data from an Equipment use log. If there is no odometer and the Applicant does not use an Equipment use log, enter "N/A."

Hours – Enter the current hours from the Equipment's hour meter. If Equipment does not have an hour meter, use data from an Equipment use log. If there is no hour meter and the Applicant does not use an Equipment use log, enter "N/A."

Status – Enter the status of the Equipment using the Status Codes listed. Enter all that apply.

Equipment Inventory
(OHV Form E)

Applicant:						Date:			
	Item	Make	Model	Year		VIN or Serial Number	Mileage	Hours	Status[1]
				Model	Purchased				
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

1. Status Codes (Enter all that apply): A (Actively used), E (Cost of repairs needed exceeds value), I (Inoperable), R (Repairs needed), S (Surplus), T (Trade-in for proposed purchase)

Wildlife Habitat Protection Program (WHPP)/Habitat Management Program (HMP) Instructions (OHV Form F)

Law Enforcement Projects for all Applicants are exempt from WHPP/HMP requirements pursuant to PRC 5090.50(i).

All Federal Agencies and recognized Native American Tribe Applicants must complete a WHPP/HMP unless applying solely for Law Enforcement Projects.

All local agencies such as cities, counties, and Appropriate Districts applying for Acquisition Projects and Development Projects must prepare a WHPP/HMP for the areas covered by these Projects. All other local agency Projects are exempt from WHPP/HMP requirements.

Each Applicant required to submit a WHPP/HMP must submit only one WHPP/HMP covering the combined Project Area of all proposed Projects that are not exempt. CCR, Title 14, 4970.50(ddd).

WHPP/HMP (OHV Form F, Part 1) Instructions

OHV Form F, Part 1: Determine need for full WHPP/HMP

All Applicants complete Applicant, Project Title(s), Phone number, E-mail, Date, and Approved by.

Identify the Project Type using the table to determine whether the Project requires submission of WHPP/HMP Part 2.

If the Applicant can check the “yes” box, sign and date the certification. Submit only Part 1.

If the Applicant must check the “no” box, continue to Part 2.

WHPP/HMP
(OHV Form F, Part 1)

Project Number(s) (Division Use Only)	
Applicant	
Project Title(s)	
Phone number	
E-mail	
Date	
Approved by (name & title)*	

Are the Applicant's proposed Projects limited to one or more of the Project Types listed below *and* can the Applicant make the certification below?

☐ Yes

- **If yes, check the appropriate box(es) for the Applicant's Application, sign and date the certification, and stop here. Do not submit WHPP/HMP Part 2.**
  - ❑ **Conservation Projects *limited to* monitoring, surveys, or signing**
  - ❑ **Facilities Operations & Maintenance**
  - ❑ **OHV Safety and/or Education Program Projects**
  - ❑ **Planning Projects**
  - ❑ **Restoration Projects**

☐ No

- **If no, proceed to Part 2.**

I certify that this Project, to the best of my knowledge, has no species or habitats of concern or risk factors associated with OHV Recreation.*

Signature:	**Date:**

WHPP/HMPs shall be approved and certified, where applicable, by the Applicant's biologist. If the Applicant does not have a biologist, then state "Applicant does not have a biologist" and fill in this information for the person approving the WHPP/HMP.

WHPP/HMP Instructions
(OHV Form F, Part 2)

OHV Form F, Part 2: Risk analysis, management program, and reporting

OHV Form F, Part 2 is required for Applicants who are unable to sign the certification on Part 1.

For all Applicants having previously submitted a WHPP/HMP Part 2 that is currently in use in the proposed Project area: Submit only Tables 5-7. If this Application describes changes to the WHPP/HMP on Table 5, then the Applicant must submit a complete new OHV Form F, Part 2, including all Tables 1-7.

OHV Form F, Part 2 must contain three sections:

- Section I: Table of all special-status species and any other species of local concern that were reviewed for inclusion in the WHPP/HMP (Refer to Table 1).
- Section II: Map(s) of Project area with species and/or habitat addressed by the WHPP/HMP.
- Section III: Protection/Management Program by species and sensitive habitat (Refer to Tables 2-5).
- If a WHPP/HMP is currently being implemented in the Project area, then Section IV must also be submitted (Refer to Tables 6-8).

Whenever the WHPP/HMP relies on a regional or other study, the WHPP/HMP must clearly explain how that study applies to the specific Project Area.

Part 2, Section I

Table 1: Table of All Special-Status Species and Any Other Species of Local Concern That Were Considered for Inclusion in the WHPP/HMP.

Complete the table of all reviewed special-status species and any other species of local concern. Add additional rows and pages as needed. Complete OHV Form F Table 1 and continue to Part 2, Section II.

Species: List all Special-Status Species that could occur within the Project Area of applicable proposed Projects. Special-Status Species are:

- ❑ Federally Endangered (FE)
- ❑ Federally Threatened (FT)
- ❑ Federal Candidate (FC)
- ❑ United States Forest Service Sensitive Species (FSS)
- ❑ Bureau of Land Management Sensitive Species (BLMSS)
- ❑ State Endangered (SE)
- ❑ State Threatened (ST)
- ❑ California Species of Special Concern (CSSC)
- ❑ State Fully Protected (SP)
- ❑ California Native Plant Society 1B – Plants rare, threatened, or endangered in California and elsewhere (CNPS 1B)
- ❑ California Native Plant Society 2 – Plants that are rare, threatened, or endangered in California, but more common elsewhere (CNPS 2).
- ❑ United States Forest Service Management Indicator Species (FSMIS).

- Bureau of Land Management “MIS” (BLM).
- Species of local concern and any other that the Grant or Cooperative Agreement Applicant has determined shall be included in the WHPP/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 WHPP/HMP? – Indicate whether the species or habitat is addressed in the WHPP/HMP. If not, explain why. If the species could potentially be affected by any Project activities, state “yes” and be sure to address the species in subsequent WHPP/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 Game (CDFG) produces complete lists of “special” plants and animals, which are updated twice a year as part of the California Natural Diversity Data Base (CNDDB). Subscribers to CNDDB receive the lists as part of their subscription. The lists can also be obtained from the CDFG website at: http://www.dfg.ca.gov/whdab/html/animals.html and http://www.dfg.ca.gov/whdab/html/plants.html.

Other useful California species lists can be found at:
http://www.dfg.ca.gov/hcpb/species/lists.shtml

Part 2, Section I

WHPP/HMP Table 1. **Table of All Special-Status Species and Any Other Species of Local Concern That Were Considered for Inclusion in the WHPP/HMP**

Species	Listing Status[1]	Habitat	Potential for Occurrence[2]	Addressed by HMP? If not, explain why?[3]

[1]Listing Status Key:

FE	Federally Endangered	CSSC	California Species of Special Concern
FT	Federally Threatened	SP	State Fully Protected
FC	Federal Candidate	CNPS 1B	Plants rare, threatened, or endangered in California and elsewhere.
FSS	USFS Sensitive Species	CNPS 2	Plants rare, threatened, or endangered in California, but more common elsewhere.
SE	State Endangered		
ST	State Threatened		

[2]Potential for occurrence could be based upon presence or absence of suitable habitat, incidental observations, and/or survey results.
[3]Examples of reasons to exclude species from the WHPP/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)

Part 2, Section II

Map(s) of Project area with species and/or habitat addressed by the WHPP/HMP

Applicants must include maps for all species and/or habitats addressed in the WHPP/HMP (i.e., where "Yes" is the answer to the question in the fifth column of WHPP/HMP Table 1, "Addressed by the HMP?"). The map(s) should illustrate the spatial relationship between special-status species 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:

1. Identification of 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 WHPP/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.*

2. 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. Format maps as a JPEG file. The Division accepts foldout maps if they are folded to 8 1/2 x 11 inches or put into a pocket to fit this format.

4. Use the same common/scientific names on the map as are used in WHPP/HMP Table 1.

Continue on to Part 2, Section III.

Part 2, Section III

Management/Monitoring Program by Species and Sensitive Habitat

Complete WHPP/HMP Tables 2, 3 and 4 to provide a description of the data, management program, monitoring program, and management review and response process for the species/habitats marked "Yes" in WHPP/HMP Table 1. Address the information in all three tables for each species, related group of species, or habitat. Terms followed by an * are defined at the end of the instructions for Section III.

WHPP/HMP Table 2: Data (Including Baseline Data) and Management Program for Species and/or Sensitive Habitats – In WHPP/HMP Table 2, address each species and habitat marked "Yes" in Table 1. Each column must be filled out for each species/habitat.

Species/Habitat – List all species/habitats marked "Yes" in Table 1. Similar species/habitats may be grouped, but all species/habitats marked "Yes" in Table 1 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 data, 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 – 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.

Add additional rows and pages as needed.

Continue on to Table 3.

WHPP/HMP Table 2: Data (Including Baseline Data) and Management Program for Species and/or Sensitive Habitats

WHPP/HMP Table 2. Data (Including Baseline Data) and Management Program for Species and/or Sensitive Habitats						
Species/ Habitat	**Known Information**	**Methodology**	**Concerns/Risks/ Uncertainties**	**Management Objective(s)**	**Management Action(s)**	**Success Criteria**

Table 3: Summary of WHPP/HMP Monitoring Program

Complete Table 3 for all species/habitats marked "Yes" in Table 1. Each column must be filled out for each species/habitat.

Species/Habitat – List all species/habitats marked "Yes" in Table 1. Species/habitats may be grouped where the same monitoring methodology addresses all such species, but all species/habitats marked "Yes" in Table 1 must be clearly addressed. Where a monitoring methodology addresses all such species, state "All Species."

Management Action Implementation Monitoring Methodology – Describe how implementation monitoring* will be conducted (i.e., describe how the Applicant will monitor what was stated would be monitored , e.g., before and after photo points).

Change Detection Methodology – Describe how change detection monitoring* will be conducted (e.g., the wildlife checklist or visiting known habitat or populations).

Effectiveness Monitoring Methodology, including triggers – 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). Include specific triggers for management change.

Identify Any Applicable Validation Monitoring (Focused Studies) – Describe any studies being conducted to determine whether the underlying management assumptions are correct (Validation Monitoring).

Add additional rows and pages as needed.

Continue on to Table 4.

WHPP/HMP Table 3: Summary of WHPP/HMP Monitoring Program

WHPP/HMP Table 3. Summary of WHPP/HMP Monitoring Program				
Species/Habitat	**Management Action Implementation Monitoring Methodology**	**Change Detection Methodology**	**Effectiveness Monitoring Methodology, including triggers**	**Identify any Applicable Validation Monitoring (Focused Studies)**

Table 4: Management Review and Response; Adaptive Management

Table 4 describes what the Applicant plan to do. Address each monitoring methodology listed in Table 3.

Monitoring Methodology – List each monitoring methodology. Use a separate row for each monitoring methodology.

How Monitoring Information Will Inform Management – Describe how the Applicant will use it's monitoring information to make any necessary management changes.

How Data Will Be Analyzed – Describe how the data will be analyzed to determine if management objectives are being met.

Management Response to Identified Triggers – Describe the management responses to the identified triggers.

Who Will Plan Management Response – Describe the staff involved in planning a management response.

Add additional rows and pages as needed.

Continue on to Part 2, Section IV.

WHPP/HMP DEFINITIONS:

"Implementation Monitoring:" Determines if management actions were actually accomplished.

"Change Detection Monitoring:" Qualitative monitoring to detect change caused by OHV Recreation.

"*Effectiveness Monitoring:*" Uses the success criteria to determine if the management actions achieved the desired management objectives; appropriate effectiveness monitoring may ultimately be based on larger-scale monitoring efforts.

"*Validation Monitoring:*" 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?").

WHPP/HMP Table 4: Management Review and Response; Adaptive Management

Table 4. Management Review and Response; Adaptive Management				
Monitoring Methodology	**How Monitoring Information will Inform Management**	**How Data Will Be Analyzed**	**Management Response to Identified Triggers**	**Who Will Plan Management Response**

Part 2, Section IV

Previous Year's WHPP/HMP, Monitoring, Results, and Management Review

If a WHPP/HMP is currently in use in the Project area, then use the tables provided below in Sections A-C to summarize changes from the previous year's WHPP/HMP, the previous year's monitoring accomplishments and results, and the management review process that was implemented. *If this Application describes changes to the WHPP/HMP on Table 5, the Applicant must submit a new WHPP/HMP, complete with Tables 1-7. If this Application does not describe changes to the WHPP/HMP on Table 5, then the Applicant does not need to submit a new WHPP/HMP, but need only submit Tables 5-7.*

Table 5: Summary of Changes

Table 5 describes how the program has changed from last year. Summarize any changes including additions to the previous year's WHPP/HMP.

Change From Previous Year – Describe a substantive change (e.g., new species being monitored, change in monitoring methodology) in the WHPP/HMP from the previous year. If no changes have occurred, state "No change" in the first column.

Section Where Change Occurs – List where the change is found in the WHPP/HMP. If no changes have occurred, state "N/A" in the second column.

Add additional rows and pages as needed.

Continue on to Table 6.

WHPP/HMP Table 5: Summary of Changes

WHPP/HMP Table 5. Summary of Changes	
Change From Previous Year	**Section Where Change Occurs**

Table 6: Previous Year's Monitoring Results

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

Monitoring Implemented – Summarize each monitoring action that was done.

Results – Summarize the results of each monitoring accomplishment.

Were Objectives and Success Criteria Achieved? – Describe whether management actions achieved the objectives and success criteria.

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

Add additional rows and pages as needed.

Continue on to Table 7.

WHPP/HMP Table 6: Previous Year's Monitoring Results

WHPP/HMP Table 6. Previous Year's Monitoring Results		
Monitoring Accomplishments	**Results**	**Were Objectives and Success Criteria Achieved?**

Table 7: Management Actions Based on Monitoring Results

Use Table 7 to summarizing 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.

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 Management Program – Describe how the Applicant is going to change its program, including changes to monitoring, to allow the Applicant to better meet success criteria or objectives.

Response to HMP-related Public Concerns – Describe any WHPP/HMP-related concerns raised by the public and how they were addressed.

Add additional rows and pages as needed.

WHPP/HMP Table 7: Management Actions Based on Monitoring Results

WHPP/HMP Table7. Management Actions Based on Monitoring Results				
Management Actions	**Species/ Habitat**	**Date Completed or Planned**	**Changes Needed to Management Program**	**Response to HMP-related Public Concerns**

Soil Condition Table Instructions
(OHV Form G)

A Soil Condition Table is required for each Federal Applicant for all Project Types except Law Enforcement. Local agencies applying for an Acquisition or a Development Project must complete a Soil Condition Table.

Only one Soil Condition Table is submitted in the Application. The Soil Condition Table reports on trails that would be within the applicable proposed Project areas.

For each unit, identify compliant/non-compliant trails on designated OHV routes. Fill in each cell of the table; do not leave blank spaces.

Applicant – Enter Applicant name as it appears on OHV Form A.

Application Year – Enter the Grant cycle year.

Unit Name – List each unit being identified in the system. A "Unit Name" is the administrative jurisdiction where the trail is located (e.g., ranger district, field office, or local facility).

Trail Name and/or # – Identify the specific trail name and/or number within the unit.

Miles – Identify the total number of miles being rated on the specific trail.

Soil Condition Rating – Identify the status (green, yellow, or red) of the trail or trail segment on the specific trail.

Non-compliant Segment Length – Give the length in miles or feet of the non-compliant (yellow or red) trail segment.

Maintenance and/or Resource Issue(s) – Identify the primary maintenance and/or resource issue discovered on the trail and within the trail segment as a result of monitoring. If no issues were found, enter "N/A".

Timeline for Completion – Identify the specific month and year repairs to the trail or trail segment will be completed as well as the proposed action to address issues. If no repairs are needed, enter "N/A".

Data from Previous Year – List the soil condition rating of the trail from the previous year.

Page _____ of _____ – The Applicant shall place the page number and number of pages required at the top right hand corner of the page (e.g., Page 1 of 3).

Add additional rows and pages as needed.

Soil Condition Table
(OHV Form G)

Applicant:					**Application year:**		
District/Unit Name	**Trail Name and/or #**	**Miles**	**Rating**	**Non-compliant Segment Length**	**Maintenance and/or Resource Issue(s)**	**Timeline for Completion**	**Data from Previous Year**

Public Review Process Instructions
(OHV Form H)

All Applicants must submit one OHV Form H with their Application.

Applicant – Enter Applicant name as it appears on OHV Form A.

Date of Public Notice – Enter the date public notice began.

Public Notification Efforts – Write a brief description of the Applicant's public notification efforts for this Application (e.g., letters, phone calls, web notices, and meetings). Attach a list the groups that were noticed and, if the Applicant held a public meeting, list those invited to and attendees of the meeting(s). Also attach evidence of the Applicant's public notice, such as proof of publication, copy of newsletter, copy of newspaper article or printout of web page notice showing date. Check all boxes that apply.

Correspondence – Include all correspondence received both in support and opposition, and indicate a reference in the Application package to the letters, e-mails, or documents received. Briefly summarize the comments the Applicant received that are relevant to each Project or the Grant Application as a whole. Indicate the number of pages of public comments being submitted.

Public Input – Describe how the Applicant incorporated the public input into the development of the Application.

Application Changes as a Result of Comments – Did the Applicant make changes to the Application as a result of public comments? Explain why or why not.

Public Review Process
(OHV Form H)

Applicant:	
Date of Public Notice (At least thirty (30) calendar days prior to submitting the final Application)	
Public Notification Efforts Describe notification efforts. Attach documents to establish date of notice and who was noticed. ☐ List of groups and individuals noticed is attached ☐ Public Notice published in newspaper ☐ News Release issued (include copy of news article) ☐ Application made available on agency website ☐ Public meeting/hearing held (Date _____)	
Correspondence: How many pages are attached?	
Public Input: How did the Applicant incorporate the public input into the development of the Application?	
Application Changes as a Result of Comments: Did the Applicant make changes to the Application as a result of public comments? ☐ Yes ☐ No Explain why or why not.	

Governing Body Resolution Off-Highway Vehicle Grant Instructions
(OHV Form I)

All local agencies, Educational Institutions, Nonprofit organizations, and Federally Recognized Native American Tribes are required to complete and include an authorizing resolution from their governing body with their Application. While the resolution may be modified slightly in order to comply with local requirements, it must contain the components and most of the language identified in OHV Form I.

Resolution No – Enter the appropriate resolution number for the governing body.

(Title of Governing Body) – Enter the name of the governing body.

(Designated Position) – Enter the name of the Authorized Representative as shown on OHV Form A.

Governing Body Resolution Off-Highway Vehicle Grant
(OHV Form I)

RESOLUTION NO. _____
RESOLUTION OF THE _____
(Title of 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 1988, which provides funds to the State of California and its political subdivisions for, Acquisition Projects, Conservation Projects, Development Projects, Equipment Purchases, Facilities Operation and Maintenance Projects, Law Enforcement Projects OHV Safety and/or Education Program Projects, Planning Projects, Restoration and/or Repair Projects, Specific Research Projects, and Trail Maintenance Projects 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 of the Application to apply for 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)

1. Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that acquisition and development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. 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
6. Certifies that this agency will provide the required Matching Funds (as applicable); and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. 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.

Approved and Adopted on the _____ day of _____, 20 ____. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by _____ following a roll call vote: (Applicant's Governing Body)
Ayes:
Noes:
Absent:

_____
(Clerk)

Project Costs/Deliverables Instructions
(OHV Form J)

General Instructions

The Project Costs/Deliverables (PC/D) form identifies the Project "Deliverables" and links them to the estimated Project costs.

For Applications with multiple Projects, **each Project** must have a separate PC/D. The Applicant shall complete all fields on the PC/D including Quantity, Unit, and Unit Cost.

A Project that covers more than one geographic area requires only one PC/D.

The Division may use the PC/D to evaluate Projects and determine cost effectiveness and appropriate use of funds. Before submitting the Application, **CONFIRM ALL OF THE APPLICANT'S CALCULATIONS**.

Cost estimates should be provided with sufficient detail to support all Deliverables and should clearly indicate specific quantities and units needed to accomplish the Deliverables. However, costs should be general enough in nature so as not to limit the Applicant's ability to substitute quantities and units when necessary (E.g.: use "2 Officers" rather than "Lieutenants Smith and Jones" or use "4X4 Pick-up truck" rather than "2007 Ford Ranger".)

PC/D OHV Form J, Part 1, Deliverables, Instructions

Deliverables are specific tangible outcomes or work products. Examples include the purchase of specified property, installation of erosion control features, construction of a restroom, OHV patrol, construction of barriers, production of a specified number of maps, purchase of specified Equipment, Restoration of a specific area, planning that results in specified documents, completion of research resulting in a written report, and Maintenance of specified trails or trail segments.

Estimated expenditures must be linked to a specific Deliverable. When the Project is audited, the auditor will determine if these Deliverables were actually achieved. Any variation from the final approved Deliverables must be authorized in writing from the Division or the related items of expense may not be authorized for payment. See Chapter 3, Section 3.2, Amendments and Section 3.9, Audits.

Applicant – Enter the name of the Applicant as shown on OHV Form A.

Project Title – Enter the Project Title, using the name as listed on the Application Summary Sheet, OHV Form C.

Project Type – Mark **only one** box to indicate the appropriate Project Type.

Synopsis – Describe the **general** activities that the Applicant will accomplish with this proposed Project. Examples include acquisition of a specific property, conservation measures on specific trails, development of a specific facility, maintenance of OHV staging areas, OHV law enforcement, providing spark arrester inspection stations, conducting education programs, preparation of planning documents for a proposed acquisition, restoration of specified areas, and Maintenance of specified trails. This Project synopsis may not exceed fifty (50) words.

Deliverable(s) – Describe each **specific** tangible outcome to be achieved through this Project.

Estimated Completion Date – List the approximate date that each Deliverable would be completed if the Project is funded. This will help the Applicant and the Division monitor progress.

Page ___ of ___ – The Applicant shall place the page number and number of pages required for each Project at the top right hand corner of the page (e.g., Page 1 of 3). Only one OHV Form I Part 1 is submitted for each Project, but lines may be added to the form as needed.

Project Costs/Deliverables (PC/D)
(OHV Form J, Part 1, Deliverables)

Applicant:	
Project Title:	OR- (Division use only)

Project Type: ☐ Acquisition ☐ Conservation ☐ Development ☐ FO&M ☐ Law Enforcement ☐ OHV Safety and/or Education ☐ Planning ☐ Restoration ☐ Trail Maintenance (Mark **only** one)

Synopsis:

#	Deliverable(s)	Estimated Completion Date
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Deliverables are specific tangible outcomes. Examples include the purchase of specified property, installation of water bars, construction of a restroom, OHV patrol, construction of fencing, production of maps, purchase of specified Equipment, restoration of a specific area, maintenance of a specific trail, completion of research resulting in a written report, planning that results in specified documents.

Project Costs/Deliverables (PC/D) Instructions
(OHV Form J, Part 2, Project Cost Estimates)

Applicant – Enter the name of the Applicant as shown on OHV Form A.

Project Title – Enter the **Project Title**, using the same name as listed on the Application Summary Sheet.

Project Type – Mark **only one** box to indicate the appropriate Project Type.

Item of Expense – List each expenditure in the appropriate category.

- **Staff –** Indicate any and all staff expected to perform duties/work for the Project, by job title or classification (e.g., patrol deputy, OHV technician, FPO, OHV manager, biologist, volunteer).

- **Contracts –** Indicate any and all contracts for services (e.g., toilet pumping, portable toilets, or research). **Specify what service the contract is for.**

- **Materials/Supplies –** Indicate the types of materials/supplies to be purchased and used on the Project, (e.g., costs for fuel, fencing, lumber, personal safety items, first aid kit refill supplies, or toilet paper).

- **Equipment Use Expenses –** Costs associated with Equipment used for an OHV Project must be charged on a use basis in accordance with the Caltrans Division of Equipment, Equipment Rental Rates (http://www.caltrans.ca.gov/hq/eqsc/rentalrates/RentalRate.htm), but must never exceed the Grantee's actual cost. The Grantee may not charge a use fee for Equipment purchased with OHV Trust Funds, except for fuel and minor maintenance costs.

- **Equipment Purchase –** Indicate the Equipment and tools the Applicant requests to be purchased with Grant or Cooperative Agreement Funds. Examples may include motorcycles, all-terrain vehicles, 4WD pickup trucks, trailers, chainsaws, shovels, rakes, first aid kits, GPS units, or sound meters. Equipment does not include expendable items such as first aid kit refill supplies, personal safety items, or tires.

  Identify as a line item any single piece of Equipment or tool with a purchase price, excluding tax, in excess of $1,000.

  Identify as a line item all electronics, regardless of cost.

- **Other –** List items that do not fit into the previously mentioned categories, such as training or volunteer management.

Deliverable Number – Enter the Deliverable number from PC/D OHV Form I, Part 1 that indicates the Deliverable that the expense relates to.

Quantity (Qty*) – Enter the specific number of items needed, or proposed for purchase (e.g., 1, 10, or 100).

Unit – Enter the appropriate unit of measure for each item (e.g., year=yr, month=mo, week=wk, day, hour=hr, each=ea, dozen=doz., foot=ft., package=pkg., etc.).

Unit Cost – Enter the specific cost per item (e.g., $5.00, $50.00, or $100.00).

Subtotal – Enter the **total cost** for each line item; calculate by using the formula: (Quantity) x (Unit Cost). Do not round.

Match or Agency Contribution – Cities, counties, Appropriate Districts, Nonprofit organizations, and Educational Institutions must identify their matching funds, or the equivalent value of services, materials, or property used, in an amount **not less than 25% of the total Project cost.** See CCR, Title 14, 4970.66 for specific match requirements and exceptions.

Use the following formula to calculate the 25% match:

Formula A (Total Project Cost) x (.25) = (Total Match Required)

Using **Formula A** above:
County X determines its total Project cost for its enforcement Project is $100,000. By statute, County X must provide a 25% match toward the total Project cost.

The match amount necessary is calculated by multiplying $100,000 by (.25), which equals $25,000. County X must show its match as $25,000 toward its law enforcement Project, and may apply for $75,000 from the Grants and Cooperative Agreements program.

Total Project Cost	=	$100,000
25% Match	=	$ 25,000
Total Grant Request	=	$ 75,000

Federal agencies and Federally Recognized Native American Tribes are not required by statute to provide a 25% match; however, if the agency wishes to voluntarily contribute, it may do so by entering the contributed amount.

Any agency contribution or Matching Funds in excess of the required 25% match will be considered in the evaluation process.

Grant Request – Enter the Grant amount requested by the Applicant, per line item. Calculate the Grant request by taking the total Project costs (Subtotal) and subtracting the match or agency contribution (Subtotal – Match/Agency Contribution = Grant Request).

Category Total – Add up the totals from each category.

Subtotal – Add the category totals for each column.

Administrative Costs – Applicants may request actual Administrative Costs, not to exceed 10% of the total Grant request. If Administrative Costs are requested, identify them here. Enter the Project amount, the match or agency contribution amount, and the Grant request amount. Administrative Costs must be documented the same as other expenses.

Total – Add the Subtotal and the Administrative Costs for each column.

Rounded Total – Round the **total** to the nearest $1,000. $1 - $499 is rounded down; $500 - $999 is rounded up. This number must match the Project total on the Application Summary Sheet.

Page ___ of ___ – The Applicant shall place the page number and number of pages required for each Project at the top right hand corner of the page (e.g., Page 1 of 3). Only one PC/D, OHV Form I, Part 2 is submitted for each Project, but rows may be added as needed.

Project Costs/Deliverables (PC/D)
(OHV Form J, Part 2, Project Cost Estimates)

APPLICANT:

Project Title: OR- (Division use only)

Project Type: ☐ Acquisition ☐ Conservation ☐ Development ☐ FO&M ☐ Law Enforcement ☐ OHV Safety and/or Education ☐ Planning ☐ Restoration ☐ Trail Maintenance (Mark **only** one)

Item of Expense	Deliverable # From form J, Part 1	Qty*	Unit**	Unit Cost	Subtotal	Match or Agency Cont.	Grant Request
Staff:							
				$	$	$	$
				$	$	$	$
				$	$	$	$
				$	$	$	$
				Total	**$**	**$**	**$**
Contracts:							
				$	$	$	$
				$	$	$	$
				$	$	$	$
				Total	**$**	**$**	**$**
Materials/Supplies:							
				$	$	$	$
				$	$	$	$
				$	$	$	$
				Total	$	**$**	**$**
Equipment Use Expenses:							
				$	$	$	$
				$	$	$	$
				$	$	$	$
				Total	**$**	**$**	**$**
Equipment Purchase:							
				$	$	$	$
				$	$	$	$
				$	$	$	$
				$	$	$	$
				Total	**$**	**$**	**$**
Other:							
				$	$	$	$
				$	$	$	$
Subtotal:							
					$	$	$
Administrative Costs:							
(Actual, but not to exceed 10% of Total Grant Request)					$	$	$
TOTALS:							
				Total	**$**	**$**	**$**
				Rounded Total (Round to the nearest $1000)	**$**	**$**	**$**

*** Quantity: Enter the quantity ordered **Unit: Enter the appropriate unit of measure for each items (e.g., ea = each, pk = package, & bx = box)**

Applicants may request administrative costs, not to exceed 10% of the total Project(s) requested. If administrative costs are requested, identify them here. Administrative costs must be documented.

Evaluation Criteria Instructions
(OHV Form K)

Each Project is scored based on the responses to these evaluation criteria and other Application pages referenced within the response to these criteria. The shaded portions of the form are for information or for Division use. The applicant completes the other portions.

With the exception of Applications solely for Law Enforcement and/or OHV Safety and/or Education Program Projects, each Project Application will include two types of criteria, general and Project specific. Applications solely for Law Enforcement and/or OHV Safety and/or Education Program Projects will only include Project specific criteria.

It is extremely important for Applicants to supply factual documentation to support the 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 to the supporting information in the Application. Whenever a criteria form requires a narrative explaining the Applicant's response, reference the appropriate supporting documents as needed in the narrative.

General Criteria: With the exception of Applicants applying solely for Law Enforcement and/or OHV Safety and/or Education Program Projects, each Applicant will fill out one set of general criteria. These criteria are designed to measure the quality of the Applicant's overall program in providing OHV Opportunity and related facilities and services. These questions are to be answered with respect to the entirety of an Applicant's OHV operation, including all trails and areas available for OHV Recreation.

General Criteria measure such things as:

- Opportunity and Services provided;
- Value returned for funds spent (Visitors per mile of trail or acre of open area);
- Agency Contribution to the overall cost of managing and delivering the OHV Opportunity;
- Management of natural and cultural resources;
- Effective enforcement of rules/regulations; and
- Past performance in completing and administering Grant funded Projects

Project Specific Criteria: Each Project within the Application will also be given a score based on the specific benefits of the individual Project.

Project Specific criteria measure such things as:

- Agency contribution to the specific Project cost;
- Benefit to opportunity;
- Benefit to natural resources;
- Increased public understanding of appropriate recreational practices; and
- Increased compliance with applicable laws

Final Scores: Scores for each Project will be determined as described in Chapter 2.

Use this table to determine the correct parts of OHV Form K to be completed. Part 1 is only completed once for each Application. Parts 2 through 10 are completed for each appropriate Project.

	Complete these parts of Evaluation Criteria, OHV Form K									
Project Type	Part 1[1]	Part 2	Part 3	Part 4	Part 5	Part 6	Part 7	Part 8	Part 9	Part 10
Acquisition	X	X								
Conservation	X		X							
Development	X			X						
FO&M	X				X					
Law Enforcement						X				
OHV Safety and/or Education							X			
Planning	X							X		
Restoration	X								X	
Trail Maintenance	X									X
[1]Part 1 is not Project specific, so the Applicant should only complete Part 1 once.										

Evaluation Criteria
(OHV Form K, Part 1, General Criteria)

Applicant:		**Application Year:**	

GENERAL CRITERIA: To be completed by Applicants applying for Project Types other than Law Enforcement or OHV Safety and/or Education

*NOTE: Items 1 through 8 below are to be answered for the **entire area** managed by the Applicant on which OHV Recreation is allowed.*

It is extremely important for Applicants to supply factual documentation to support the 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 to the supporting information in the Application. Whenever a criteria form requires a narrative explaining the Applicant's response, reference the appropriate supporting documents as needed in the narrative.

1. Ratio of Visitation to OHV Opportunity
Enter the Visitor/Opportunity Ratio from OHV Form D: V/O Ratio = _____
Scoring: Ratios will be compared for all Applicants except Applicants only applying for LE or OHV Safety and/or Education Applicants and sorted into fifths.
☐ 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 OHV Opportunity – Well Managed Trails and Areas. A well managed trail program includes the features listed below: ***(Check all that apply.)***	
☐	Map with OHV Recreation opportunities clearly shown
☐	Map indicates difficulty rating of each OHV trail
☐	Trailheads include support facilities (restrooms, picnic tables, trash cans, shade structures)
☐	Trails are well signed with trail names, directional signs (where appropriate), difficulty ratings, mileage to next feature, etc.
Scoring: 2 points each for a maximum of 8 points.	

3. Variety of legal OHV Opportunity In 500 words or less, describe the skill level, time, and type of OHV Recreation provided in the areas the Applicant manages. Address the items listed under “scoring” at the bottom of this page.

Scoring: (Check the one most appropriate for each item, a, b, and c.)	
a. Skill levels: Beginning, Intermediate, Advanced (demonstrated by publicly available maps or signage marking trails with difficulty ratings)	
☐	1-2 skill levels **(3 points)**
☐	3-more **(5 points)**
b. Times in which OHV Opportunity is available	
☐	1 to 4 months **(1 point)**
☐	5 to 12 months **(2 points)**
c. Type of OHV Opportunity (ATV, dirt bike, 4x4, OSV)	
☐	Opportunity for only 1 vehicle type **(1 point)**
☐	Opportunities for 2 vehicle types **(2 points)**
☐	Opportunities for 3 or more vehicle types **(3 points)**

4. PAST PERFORMANCE

Show the Applicant's performance on completion of Grants or Cooperative Agreements for the most recent year of completed Projects. Complete the table below for **all** Projects funded in that year. Add additional lines, if needed.

Project Number	Contract Start Date	Project Completion Date	Amount Allocated	Extensions Requested (Y/N)	Reason for Extension Request (if applicable)	% Funded Deliverables Achieved

Cost of OHV Program for most recent complete fiscal year (not to include cost of indirect overhead):	
% Funded by OHV Trust Fund:	

Scoring: (Check the one most appropriate for each item, a, b, and c.)

a. Funds expended in a timely manner

- ☐ No requests for extension other than for acts beyond the Applicant's control **(2 points)**

b. Confirmation of Deliverables within the original timeframe or any approved time extensions. Up to 3 points based on % of Deliverables?

- ☐ 100% of Deliverable accomplished **(3 points)**
- ☐ 90 % of Deliverables accomplished **(2 points)**
- ☐ 80 % of Deliverables accomplished **(1 point)**

c. Agency Contribution: During the most recent complete fiscal year, what percentage of the total cost of managing the OHV program was provided by the OHV Trust Fund?

- ☐ No OHV Trust Funds were used **(4 points)**
- ☐ 10% or less of the program cost was from OHV Trust Fund **(3 points)**
- ☐ 11% to 25% of the program cost was from OHV Trust Fund **(2 points**)
- ☐ 26% to 50% of the program cost was from OHV Trust Fund **(1 point)**
- ☐ More than 50% of the program cost was from OHV Trust Fund **(no score)**

5. Prevention of OHV Intrusion - In 500 words or less, describe the Applicant's program to prevent intrusions, including intrusion into sensitive or closed areas, private property, and designated wilderness areas. Describe frequency and type of patrol and other measures used to reduce or detect visitor intrusion into sensitive or closed areas, private property, or designated wilderness.

Scoring:	
a. Is site designed to prevent intrusions (e.g., completely fenced track facility).	
☐	Yes (10 points, skip to item 6)
☐	No (answer item b below)
b. Applicant has a program to monitor and prevent intrusions.	
Patrols to monitor/prevent intrusions *(Check the one most appropriate)*	
☐	Patrols are performed at least 5 days per week **(5 points)**
☐	Patrols are performed at least once per week **(3 points)**
☐	Patrols are performed at least once per month **(1 point)**
c. Preventive Measures (Applicant can receive scores for both items listed below)	
☐	Barriers/signing used to prevent intrusions **(3 points)**
☐	Education programs or brochures provided to public address intrusion issues **(2 points)**

6. Education and Outreach - Education and outreach are essential components to a well managed OHV Recreation program. In 500 words or less, describe the Applicant's education and outreach program.	
a. Elements of Education and Outreach – *(Check all that apply.)*	
☐	Maps and/or brochures are provided to visitors describing safe and responsible OHV recreational practices
☐	Information concerning safe and responsible OHV Recreation is posted on bulletin boards or kiosks at staging areas, trailheads, or other areas where the public gathers
☐	Programs (educational talks, school programs, etc.) are presented to the public to educate them on safe and responsible OHV recreational practices
☐	Applicant maintains a web page that includes information regarding safe and responsible OHV recreational practices
Scoring: 1 point each for a maximum of 4 points.	
b. Outreach – What forms of outreach does the Applicant participate in? ***(Check all that apply.)***	

☐	Billboards	☐	Other (specify)
☐	CDs	☐	Television
☐	Community meetings	☐	Parades
☐	OHV Dealers	☐	Radio
☐	Fairs	☐	School Programs
☐	News Releases	☐	Web page

Scoring: 1 point each up to a maximum of 5.

7. Natural and Cultural Resources	
a. The OHV area and lands immediately adjacent to the area have no known Special-Status Species habitat (e.g., a completely fenced track facility with little or no native vegetation). Describe in the space provided below.	
☐	Yes, as described below **(5 points)** Skip item b, and go to item c
☐	No (answer items b and c)
b. Resource Management Information System	
The Applicant maintains 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 • Biological monitoring that measures changes in populations • Components that evaluate the effects of OHV recreation and related activity on the species • Recommendations for improvement in species management • Strategies to respond to changing conditions that affect the survival or reproduction of species	
☐	Yes **(5 points)**
☐	No **(no score)**
c. Best Management Practices – In 500 words or less, describe the Applicant's best management practices which are designed to protect and enhance the viability of species in the area(s) of OHV recreation activity as follows:	
Check all that apply:	
☐	OHV Opportunities are isolated from Special-Status Species and/or sensitive habitat areas, or there are seasonal closures when Special-Status Species are present and/or nesting
☐	Sound, dust or other adverse impacts to Special-Status Species are controlled to avoid effects on species that are present
Scoring: 1 point each	

8. Sound Level Testing- Sound level compliance is important to minimize conflicts. Does the Applicant conduct, or cause to be conducted, sound level testing on OHVs operating in the Applicant's area? In 500 words or less, briefly describe the Applicant's sound testing program.	
Check the boxes below that most accurately describe the Applicant's sound testing program.	
a.	Voluntary sound level testing is available ***(check only one if applicable)***
	☐On most (50% or more) holidays and weekends **(3 points)** ☐Occasionally (testing is done, but on less than 50% of holidays and weekends) **(2 points)**
b.	☐Applicant conducts law enforcement sound level testing **(1 point)**
c.	☐Applicant does not conduct sound level testing **(no score)**
Maximum points available for General Criteria 63	

PROJECT SPECIFIC CRITERIA

The items below are to be answered as they relate to the specific Project only.

Evaluation Criteria
(OHV Form K, Part 2, Acquisition Projects)

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

ACQUISITION PROJECT CRITERIA

It is extremely important for Applicants to supply factual documentation to support the 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 to the supporting information in the Application. Whenever a criteria form requires a narrative explaining the Applicant's response, reference the appropriate supporting documents as needed in the narrative.

1. Agency Contribution As calculated on the PC/D Form, what percentage of the cost of the Project would be covered by the Applicant?	
Scoring: (Check the one most appropriate.)	
☐	51% or more **(10 points)**
☐	36% - 50% **(7 points)**
☐	26% - 35% **(5 points)**
☐	10% - 25% **(3 points)**
Note: Agency Contribution costs must be specific to work done on the Project; e.g., $1,000 worth of volunteer hours dedicated to running a public meeting for an acquisition Project, or cash contribution towards purchase.	

2. Natural and Cultural Resources – Impacts to natural and cultural resources should be avoided or minimized whenever possible.	
a. Special-Status Species – Enter the number of Special-Status Species that are known to occur in the Project Area noted in the WHPP/HMP.	
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 **(4 points)**
☐	Six to ten Special-Status Species in Project area **(2 points)**
☐	More than ten Special-Status Species occur in Project area (no score)
b. Potential Affects on Special-Status Species Habitat – In the box below, list the Special-Status Species habitat (if any) present in the Project Area, and how impacts would be mitigated or avoided.	
☐	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 Project area **(5 points)**
☐	Habitat for 1-5 Special-Status Species is known to occur in Project area **(4 points)**
☐	Habitat for 6-10 Special-Status Species is known to occur in Project area **(3 points)**
☐	Habitat for more than 10 Special-Status Species is known to occur in Project area **(No score)**
c. Cultural Resources – In 500 words or less, describe the impacts (if any) to cultural sites, and how impacts would be mitigated.	
Scoring: (Check the one most appropriate.)	
☐	Project has no impacts to cultural sites **(5 points)**
☐	Project impacts will be mitigated **(3 points)**
☐	Project has unavoidable detrimental impacts to cultural resources **(no score, Project will be returned to Applicant without further consideration)**

3. Funding source for future development and operation cost – In 500 words or less, describe how future development and operational costs would be funded.	
Scoring: (Check the one most appropriate.)	
☐	Applicant's operational budget only (**5 points)**
☐	Volunteer support and/or donations **(3 points)**
☐	More than one funding source **(3 points)**
☐	Other Grant funding **(2 points)**
☐	Funding would come entirely from future OHV Trust Funds **(no score)**

4. Benefit to Applicant's OHV Recreation Program? Describe how the Acquisition Project would lead to the desired outcome/result:	
Scoring: 2 points for each	
☐	Provide additional OHV Opportunity
☐	Expand the types of vehicles that can use the OHV Opportunity
☐	Resolve conflict related to OHV Recreation
☐	Protect private property and land owners adjacent to the proposed acquisition from high levels of sound, trespass, and property damage
☐	Protect/Maintain existing OHV Opportunity
Maximum points available for Project specific criteria 40	

Evaluation Criteria
(OHV Form K, Part 3, Conservation Projects)

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

CONSERVATION PROJECT CRITERIA

It is extremely important for Applicants to supply factual documentation to support the 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 to the supporting information in the Application. Whenever a criteria form requires a narrative explaining the Applicant's response, reference the appropriate supporting documents as needed in the narrative.

If Project would be Scientific Research, omit items 2 and 3. Other Conservation Projects omit items 5 and 6.	
1. Agency Contribution– As calculated on the PC/D Form, what percentage of the cost of the Project would be covered by the Applicant?	
Scoring: (Check the one most appropriate.)	
☐	51% or more **(10 points)**
☐	36% - 50% **(7 points)**
☐	26% - 35% **(5 points)**
☐	10% - 25% **(3 points)**
Note: Agency Contribution costs must be specific to work done on the Project; i.e., $1,000 worth of volunteer hours of conservation work, or cash contribution towards purchase.	

2. Natural and Cultural Resources – Impacts to natural and Cultural Resources should be avoided or minimized whenever possible. The Conservation Project would benefit: (Check all that apply). *If the Applicant's Conservation Project is Scientific Research, skip this question.*	
☐	Soils, by reducing unnatural erosion **(2 points)**
☐	Water quality **(2 points)**
☐	Special-status Species **(2 points for each special-status species which would benefit, up to a maximum of 6 points)** Number of Special-status Species_____
☐	A cultural site **(2 points)**
Explain each item checked above:	
Scoring: Maximum of 12 points	

3. Funding Source for Future Maintenance and Operation costs in conservation area – In 500 words or less, describe how future maintenance and operational costs would be funded. *If the Applicant's Conservation Project is Scientific Research, skip this question.*	
Scoring: (Check the one most appropriate.)	
☐	Applicant's operational budget **(4 points)**
☐	Volunteer support and/or donations **(3 points)**
☐	Combination of funding sources **(3 points)**
☐	Other Grant funding **(2 points)**
☐	Funding would come entirely from future OHV Trust Funds **(no score)**
Scoring: Maximum of 12 points	

4. Conservation Project design reduces need for erosion control features – (Check all that apply.) ***Scoring: 2 points each***	
☐	Rerouting incorporates Curvilinear design with gentle grades.
☐	Trail is rerouted away from sensitive areas, drainages.
☐	Bridges are used instead of wet crossings.
☐	Project uses signage that incorporates traffic control and environmental education.
☐	Site specific Project planning to promote sustainable use.
☐	Water migration between watershed boundaries would be prevented
Explain each item checked above:	
Scoring: Maximum of 12 points.	

5. Scientific Research Projects ONLY – Scientific Research element of Project would help to determine or provide guidance to the following: (Check all that apply.) ***Scoring: 2 points each***	
☐	OHV Program Management plan.
☐	Maintenance practices.
☐	Conservation practices.
☐	Site specific Project planning to promote sustainable use.
Explain each item checked above:	
Scoring: Maximum of 8 points	

6. Scientific Research Projects ONLY – Scientific Research element of Project would document the following: (Check all that apply.) ***Scoring: 2 points each***	
☐	Potential effects of OHV Recreation on natural or cultural resources.
☐	Potential effects of OHV Recreation on other recreation uses.
☐	Potential effects of OHV Recreation on adjacent lands
☐	Toxic or hazardous materials within a Project area or adjacent property that may impact OHV Recreation.
Explain each item checked above: ***Scoring: Maximum of 8 points***	
M**aximum points available for Project specific criteria 38**	

Evaluation Criteria
(OHV Form K, Part 4, Development Projects)

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

DEVELOPMENT PROJECT CRITERIA

It is extremely important for Applicants to supply factual documentation to support the 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 to the supporting information in the Application. Whenever a criteria form requires a narrative explaining the Applicant's response, reference the appropriate supporting documents as needed in the narrative.

1. Agency Contribution – As calculated on the PC/D Form, what percentage of the cost of the Project would be covered by the Applicant?	
Scoring: (Check the one most appropriate.)	
☐	51% or more **(10 points)**
☐	36% - 50% **(7 points)**
☐	26% - 35% **(5 points)**
☐	10% - 25% **(3 points)**
Note: Agency Contribution costs must be specific to work done on the Project; i.e., $1,000 worth of volunteer hours of construction, or cash contribution towards purchase of construction materials.	

2. Natural and Cultural Resources – Impacts to natural and cultural resources should be avoided or minimized	
a. Potential affects on Special-Status Species – Indicate the number of Special-status Species (if any) present in the Project area.	
☐	No Special-Status Species are known to occur in the Project area.
☐	_____(enter number of species) Special-Status Species is/are known to occur in Project area
Source of information listed above:	
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 **(4 points)**
☐	Six to ten Special-Status Species in Project area **(2 points)**
☐	More than ten Special-Status Species occur in Project area **(no score)**
b. Potential affects on Special-Status Species habitat – List the Special-Status Species habitat (if any) present in the Project area.	
☐	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.
Source of information listed above:	

Scoring: (Check the one most appropriate.)	
☐	No Special-Status Species habitat is known to occur in the Project area **(5 points)**
☐	Habitat for 1-5 Special-Status Species is known to occur in Project area **(4 points)**
☐	Habitat for 6-10 Special-Status Species is known to occur in Project area **(3 points)**
☐	Habitat for more than 10 Special-status Species is known to occur in Project area **(No score)**
c. Cultural Resources – Describe impacts (if any) to cultural sites.	
Scoring: (Check the one most appropriate.)	
☐	Project has no impacts to cultural sites **(5 points)**
☐	Project impacts would be mitigated **(3 points)**
☐	Project has unavoidable detrimental impacts to cultural resources **(no score, Project will be returned to Applicant without further consideration)**

3. The Project is designed to provide for diversified use – (Check all that apply.) ***Score: 1 point for each.***			
☐	ATV	☐	4X4
☐	M.C.	☐	Recreation Utility Vehicle
☐	OSV	☐	Other.
Describe the nature of the facilities for each item checked above:			

4. Demonstrated Need – Is there a publicly reviewed and adopted plan that supports the need for the Project? ***(Scoring: 5 points for each Yes.)***			
☐	Yes	☐	No
Cite reference document:			
Project can be expanded to accommodate future increased visitation.			
☐	Yes	☐	No
Explain:			

5. Recycled Materials – Project would make use of recycled materials. In 500 words or less, describe recycled products to be used and the percent of recycled materials in the products.	
Scoring: (Check the one most appropriate.)	
☐	100% recycled materials **(5 points)**
☐	75% recycled materials **(4 points)**
☐	50% recycled materials **(3 points)**
☐	49% or less recycled materials **(no score)**
Maximum points available for Project specific criteria 46	

Evaluation Criteria
(OHV Form K, Part 5, Facilities Operations and Maintenance (FO&M) Projects)

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

FACILITIES OPERATIONS AND MAINTENANCE PROJECT CRITERIA

It is extremely important for Applicants to supply factual documentation to support the 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 to the supporting information in the Application. Whenever a criteria form requires a narrative explaining the Applicant's response, reference the appropriate supporting documents as needed in the narrative.

1. Agency Contribution – As calculated on the PC/D Form, what percentage of the cost of the Project would be covered by the Applicant?	
Scoring: (Check the one most appropriate.)	
☐	51% or more **(10 points)**
☐	36% - 50% **(7 points)**
☐	26% - 35% **(5 points)**
☐	10% - 25% **(3 points)**
Note: Agency Contribution costs must be specific to work done on the Project; i.e., $1,000 worth of volunteer hours for painting a building, or cash contribution towards purchase of the paint.	

2. Natural and Cultural Resources – Impacts to natural and cultural resources should be avoided or minimized. In 500 words or less, describe how the proposed Project would protect resources:	
Check all that apply. ***(Scoring: 1 point each)***	
☐	Maintain barriers
☐	Maintain education kiosks
☐	Maintain signing
☐	Reduce litter
☐	Maintain erosion and sediment control features

3. Personnel dedicated to OHV program – Briefly describe the staff for the Applicant's OHV FO&M project:	
Scoring: (Check the one most appropriate)	
☐	Paid staff is solely dedicated to OHV program **(5 points)**
☐	Paid staff is not solely dedicated to OHV program **(3 points)**

4. Recycling	
a. Solid Waste Disposal – Solid waste generated in the Project Area would be diverted away from landfills or transformation facilities. This could be achieved by using similar methods outlined by the California Integrated Waste management Board guidelines for implementing AB 75. In 500 words or less, describe the Applicant's recycling program including the % of solid waste to be recycled:	
Scoring: (Check the one most appropriate)	
☐	50% or better **(10 points)**
☐	25% or better **(2 points)**
☐	24% or less **(no score)**
b. Recycled Materials – The Project would make use of recycled materials. Briefly describe recycled products to be used and the percent of recycled materials in the products.	
Scoring: (Check the one most appropriate)	
☐	100% **(5 points)**
☐	75% **(4 points)**
☐	50% **(3 points)**
☐	49% or less **(no score)**

5. Operation Plan – Does the Applicant have a documented Maintenance Management plan or similar document?	
☐	Yes **(5 points)** **Source document title and location:**_____
☐	No **(no score)**
Maximum points available for Project specific criteria 40	

Evaluation Criteria
(OHV Form K, Part 6, Law Enforcement Projects)

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

LAW ENFORCEMENT PROJECT CRITERIA

Note: If Applicant is applying only for Law Enforcement Project, only Part 6 is needed. Each Project must have a completed OHV Form K. All points for the Law Enforcement Project will come from this form and referenced documents.

It is extremely important for Applicants to supply factual documentation to support the 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 to the supporting information in the Application. Whenever a criteria form requires a narrative explaining the Applicant's response, reference the appropriate supporting documents as needed in the narrative.

1. Agency Contribution – As calculated on the PC/D Form, what percentage of the cost of the Project would be covered by the Applicant?	
Scoring: (Check the one most appropriate.)	
☐	51% or more **(10 points)**
☐	36% - 50% **(7 points)**
☐	26% -35% **(5 points)**
☐	25% **(3 points)**
Note: Agency Contribution costs must be specific to work done on the Project; i.e., 100 volunteer hours dedicated to support of holiday deployments, or cash contribution to purchase of Law Enforcement Equipment.	

2. Natural and Cultural Resources - Law enforcement efforts are targeted to minimize or prevent impacts to natural and cultural resources.
a. Are the Applicant's OHV Law Enforcement personnel provided with information regarding potential impacts to natural resources and applicable laws in the Applicant's initial OHV training? ☐ Yes ☐ No
b. Are the Applicant's OHV Law Enforcement personnel educated regarding potential impacts to cultural resources and applicable laws in the Applicant's initial OHV training? ☐ Yes ☐ No
c. Does the Applicant provide educational material to OHV enthusiasts regarding resource protection? ☐ Yes ☐ No
d. Does the Applicant conduct outreach related to natural and cultural resources, such as booths at public events, school programs, Off-Road PALS programs or other youth programs? ☐ Yes ☐ No
Scoring: 4 points for each "Yes" answer above for a maximum of 16 points.

3. **Opportunity –** The Applicant actively supports legal OHV Opportunity within their jurisdiction.
a. Does the Applicant have legal OHV Opportunity within the Applicant's jurisdiction? ☐ Yes ☐ No (If yes, list OHV Recreation area(s): _____) b. Does the Applicant perform OHV related patrols with an agency with concurrent jurisdiction? ☐ Yes ☐ No (If yes, identify agency:_____) c. Does the Applicant meet at least monthly with the agency listed in (b) above to discuss OHV related enforcement issues? ☐ Yes ☐ No d. Does the Applicant provide maps, flyers and/or brochures to OHV enthusiasts directing them to legal riding opportunities? ☐ Yes ☐ No e. Does the Applicant meet at least annually with law enforcement officials with legal OHV riding opportunities in adjacent jurisdictions to discuss OHV enforcement issues? ☐ Yes ☐ No (If yes, identify agency:_____)
Scoring: 4 points for each "Yes" answer above for a maximum of 20 points.

4. PAST PERFORMANCE – Show the Applicants performance reporting on and completing Grants or Cooperative Agreements for the most recent year of completed Projects. Complete the table below for **all** Projects funded in that year. If the Applicant has not been funded before through this program, use information from a similar program. Add additional lines, if needed.

Project Number	Contract Start Date	Project Completion Date	Amount Allocated	Extensions Requested (Y/N)	Reason for Extension Request (if applicable)	% Funded Deliverables Achieved

Cost of OHV Program for most recent complete fiscal year (not to include cost of indirect overhead):	
% Funded by OHV Trust Fund:	

Scoring: (Check the one most appropriate for each item a, b and c.)

a. Funds expended in a timely manner

- ☐ No requests for extension other than for acts beyond the Applicant's control **(2 points)**

b. Confirmation of Deliverables within the original timeframe or any approved time extensions. Up to 5 points based on % of Deliverables?

- ☐ 100% of Deliverable accomplished **(5 points)**
- ☐ 90 % of Deliverables accomplished **(3 points)**
- ☐ 80 % of Deliverables accomplished **(1 point)**

c. Agency Contribution: During the most recent complete fiscal year, what percentage of the total cost of managing the OHV program was provided by the OHV Trust Fund?

- ☐ No OHV Trust Funds were used **(4 points)**
- ☐ 10% or less of the program cost was from OHV Trust Fund **(3 points)**
- ☐ 11% to 25% of the program cost was from OHV Trust Fund **(2 points)**
- ☐ 26% to 50% of the program cost was from OHV Trust Fund **(1 point)**
- ☐ More than 50%of the program cost was from OHV Trust Fund **(no score)**

5. Prevention of OHV Intrusion In 500 words or less, describe the Applicant's program to prevent intrusions, including intrusion into sensitive or closed areas, private property, and designated wilderness areas. Describe frequency and type of patrol and other measures used to reduce or detect visitor intrusion into sensitive or closed areas, private property, or designated wilderness.	
Scoring:	
a. Is site designed to prevent intrusions (e.g., completely fenced track facility).	
☐	Yes **(10 points, skip to item 6)**
☐	No **(answer item b below)**
b. Applicant has a program to monitor and prevent intrusions.	
Patrols to monitor/prevent intrusions (Check the one most appropriate)	
☐	Patrols are performed at least 5 days per week **(5 points**)
☐	Patrols are performed at least once per week **(3 points)**
☐	Patrols are performed at least once per month **(1 point)**
Preventive Measures (Applicant can receive scores for both items listed below)	
☐	Barriers/signing used to prevent intrusions**(3 points)**
☐	Education programs or brochures provided to public address intrusion issues **(2 points)**

6. Conflicts between groups – Teaching trail etiquette to reduce conflicts. Describe how potential conflicts between different types of recreational uses are being addressed:	
a. Is site designed to prevent conflicts related to OHV Recreation by providing separate opportunities	
☐	Yes **(10 points, skip to item 7)**
☐	No **(answer item b below)**
b. ***Education/Outreach (check all that apply) 2 points for each***	
☐	Brochures on trail etiquette
☐	Maps indicating appropriate uses of trails and riding areas
☐	Interpretive Signage on trail etiquette
☐	Outreach promoting trail etiquette
☐	Personal contacts between staff and OHV enthusiasts

7. Public Safety – Agency personnel have training and resources for appropriate public safety responses, patrol frequently and respond to emergencies.	
a. OHV Specific Training – (Check all that apply) and provide supporting documents.)	
☐	Agency has staff who will patrol project area trained to the Emergency Medical Technician level. **(4 points)**
☐	Agency has staff who will patrol project area trained to the First Responder (Emergency Medical Responder) level. **(3 points)**
☐	Agency has first aid Equipment available which is appropriate to the level of scope of practice for staff level of training indicated above, in or on their emergency response vehicles. **(4 points)**
☐	Agency enforcement staff receive training specific to the type of OHV used for patrol and emergency response. **(4 points)**
☐	Agency participates in outreach programs such as Off-Road PALS to encourage safe OHV operation. **(4 points)**
☐	Agency participates in community events to encourage safe OHV operation. **(3 points)**
☐	Agency provides OHV safety information handouts in field contacts. **(3 points)**
☐	Agency enforcement staff receives specific training on OHV law enforcement. **(3 points)**
b. Frequency of Patrol – Agency conducts OHV specific patrols in the Project Area. Describe the frequency of the Applicant's OHV patrol: ***(Check the one most appropriate item.)***	
☐	Daily **(7 points)**
☐	More than three days a week **(6 points)**
☐	Saturdays, Sundays and Holidays **(5 points)**
☐	Weekly **(4 points)**
☐	Monthly **(3 points)**
☐	Holiday weekends **(2 points)**
☐	Anything less than the above **(1 point)**
Maximum points available for Project specific criteria 111	

Evaluation Criteria
(OHV Form K, Part 7, OHV Safety and/or Education Projects)

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

OHV SAFETY AND/OR EDUCATION PROJECT CRITERIA

It is extremely important for Applicants to supply factual documentation to support the 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 to the supporting information in the Application. Whenever a criteria form requires a narrative explaining the Applicant's response, reference the appropriate supporting documents as needed in the narrative.

1. Agency Contribution – As calculated on the PC/D Form, what percentage of the cost of the Project would be covered by the Applicant?	
Scoring: (Check the one most appropriate.)	
☐	51% or more **(10 points)**
☐	36% - 50% **(7 points)**
☐	26% -35% **(5 points)**
☐	25% **(3 points)**
Note: Agency Contribution costs must be specific to work done on the Project; i.e., 100 volunteer hours dedicated to support of the Safety and/or Education Project, or cash contribution to the project.	

2. PAST PERFORMANCE – Show the Applicant's performance reporting on and completing Grants or Cooperative Agreements for the most recent year of completed Projects. Complete the table below for **all** Projects funded in that year. If the Applicant has not been funded before through this program, use information from a similar program. Add additional lines, if needed.

Project Number	Contract Start Date	Project Completion Date	Amount Allocated	Extensions Requested (Y/N)	Reason for Extension Request (if applicable)	% Funded Deliverables Achieved

Cost of OHV Program for most recent complete fiscal year (not to include cost of indirect overhead):	
% Funded by OHV Trust Fund:	

Scoring: (Check the one most appropriate for each item a, b, and c.)

a. Funds expended in a timely manner

- ☐ No requests for extension other than for acts beyond the Applicant's control **(2 points)**

b. Confirmation of Deliverables within the original timeframe or any approved time extensions. Up to 5 points based on % of Deliverables?

- ☐ 100% of Deliverable accomplished **(5 points)**
- ☐ 90 % of Deliverables accomplished **(3 points)**
- ☐ 80 % of Deliverables accomplished **(1 point)**

c. Agency Contribution: During the most recent complete fiscal year, what percentage of the total cost of managing the OHV program was provided by the OHV Trust Fund?

- ☐ No OHV Trust Funds were used **(4 points)**
- ☐ 10% or less of the program cost was from OHV Trust Fund **(3 points)**
- ☐ 11% to 25% of the program cost was from OHV Trust Fund **(2 points)**
- ☐ 26% to 50% of the program cost was from OHV Trust Fund **(1 point)**
- ☐ More than 50%of the program cost was from OHV Trust Fund **(no score)**

3. Safety – The Project would have personnel trained in First Aid with appropriate First Aid Equipment available. Attach examples of agendas, training notices, evaluation forms etc. to support answers given below.

a. Level of First Aid/EMS Training – The Project would utilize personnel trained to the following level: (Check the highest level of training that applies.)

- ☐ Emergency Medical Technician level, or higher. **(5 points)**
- ☐ First Responder (Emergency Medical Responder) level. **(4 points)**
- ☐ First Aid and CPR **(3 points)**

b. First aid Equipment –

- ☐ The applicant has first aid Equipment available which is appropriate to the level of scope of practice for staff level of training indicated above. **(5 points)**

4. Quality of Program – a. Elements of a well Managed OHV Safety and/or Education Program (Check all that apply.)	
☐	The program regularly includes an evaluation process
☐	The program includes identifiable and measurable objectives
☐	The program addresses specific OHV Safety issues.
☐	The program includes a component on OHV operation ethics (trail etiquette, respect for private property)
☐	The program includes a component addressing respect for natural and/or cultural resources (particular to specific concerns for the students and their relevant riding area)
Scoring: 2 points each for a maximum of 10 points.	
b. Members of the public served –Type of OHV Recreation addressed or served by program. Check all that apply:	
☐ ATV	☐ 4X4
☐ M.C.	☐ Recreation Utility Vehicle
☐ OSV	☐ Other
Scoring: 2 points each for a maximum of 12 points.	
c. Frequency of program or service – How many days is the program or service offered each year?	
Scoring: (Check the one most appropriate.)	
☐	Up to 24 days **(1 points)**
☐	25 to 48 days **(2 points)**
☐	49 to 100 days **(3 points)**
☐	101 days or more **(4 points)**

d. Age groups – Check all that apply.	
☐	Adults (18+)
☐	Juveniles (under 17)
Scoring: 2 points each for a maximum of 4 points.	
e. Potential number of participants – Enter the number of participants the Applicant anticipates:_____	
Scoring: The number of participants for OHV Safety and/or Education Applicants will be sorted into thirds.	
☐	The top third will receive **(6 points)**
☐	The middle third will receive **(4 points)**
☐	The bottom third will receive **(2 points)**

5. Cost effectiveness – What is the cost per participant hour of the program? [Cost / (number of students x hours of instruction)]	
Scoring: Cost per participant hour for OHV Safety and/or Education Applicants will be sorted into thirds.	
☐	The lowest third (lowest cost per participant hour) will receive **(6 points)**
☐	The middle third will receive **(4 points)**
☐	The highest third (highest cost per participant hour) will receive **(2 points)**
Maximum points available for Project specific criteria 56	

Evaluation Criteria
(OHV Form K, Part 8, Planning Projects)

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

PLANNING PROJECT CRITERIA

It is extremely important for Applicants to supply factual documentation to support the 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 to the supporting information in the Application. Whenever a criteria form requires a narrative explaining the Applicantthe Applicant's response, reference the appropriate supporting documents as needed in the Applicantthe narrative.

If Project is for Scientific Research, omit item 2. Other Planning Projects omit item 6.	
1. Agency Contribution – As calculated on the PC/D Form, what percentage of the cost of the Project would be covered by the Applicant?	
Scoring: (Check the one most appropriate.)	
☐	51% or more **(10 points)**
☐	36% - 50% **(7 points)**
☐	26% -35% **(5 points)**
☐	25% **(3 points)**
Note: Agency Contribution costs must be specific to work done on the Project; i.e., 100 volunteer hours dedicated to public meetings for the planning effort, or cash contribution to purchase of Equipment related to the planning effort.	

2. Natural and Cultural Resources – Impacts to natural and Cultural Resources should be avoided or minimized. The Planning Project would address the following potential impacts: (Check all that apply.) *If the Applicant's Planning Project is Scientific Research, skip this question.*	
☐	Soils
☐	Water quality
☐	Special-Status Species habitat
☐	Cultural resources
Scoring: 3 points each for a maximum of 12 points.	
In 500 words or less, explain how the Project would address each item checked above.	

3. OHV impacts or potential impacts to be addressed – The Planning Project would address the following: (Check all that apply)	
☐	Potential effects of OHV Recreation on natural or cultural resources.
☐	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.
☐	Trail issues such as traffic patterns, trails closures, appropriate uses, etc.
Briefly explain how the Project would address each item checked above:	
Scoring: 1 point each for a maximum of 6 points.	

4. Integration of Planning into OHV program management – Project would result in coordination of OHV program management activities in the following ways: (Check all that apply. ***Scoring: Two points each.***)	
☐	Ensuring that different organizational units are consistent in program implementation.
☐	Applicant would act as Liaison between the Division and regional or state offices and their organizational subdivisions.
☐	Applicant provides responsibility for an organization's OHV strategic plan.
☐	Applicant ensures the appropriate preparation and implementation of Grants and Cooperative Agreements for their agency.
☐	Applicant coordinates agency employee and volunteer training.
In 500 words or less, explain how the Project would address each of the above:	

5. Funding Source for Operational costs as a result of plan implementation – In 500 words or less, describe how future operational costs will be funded.	
Scoring: (Check the one most appropriate.)	
☐	Applicant's operational budget **(5 points)**
☐	Volunteer support and/or donations **(3 points)**
☐	Combination of any of these **(3 points)**
☐	Other Grant funding **(2 points)**
☐	Funding would come entirely from future OHV Trust Funds **(0 points)**

6. Scientific Research Planning Projects ONLY – Project would help to determine management goals or provide guidance for decision making in the following areas: (Check all that apply.)	
☐	OHV Program Management plan.
☐	Maintenance practices.
☐	Conservation practices.
☐	Site specific Project planning to promote sustainable use.
Scoring: Three points each.	
Maximum points available for Project specific criteria 43 Scientific Research, 43 other Planning	

Evaluation Criteria
(OHV Form K, Part 9, Restoration Projects)

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

RESTORATION PROJECT CRITERIA

It is extremely important for Applicants to supply factual documentation to support the 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 to the supporting information in the Application. Whenever a criteria form requires a narrative explaining the Applicant's response, reference the appropriate supporting documents as needed in the narrative.

1. Agency Contribution – As calculated on the PC/D Form, what percentage of the cost of the Project would be covered by the Applicant?	
Scoring: (Check the one most appropriate.)	
☐	51% or more **(10 points)**
☐	36% - 50% **(7 points)**
☐	26% -35% **(5 points)**
☐	25% **(3 points)**
Note: Agency Contribution costs must be specific to work done on the Project; i.e., 100 volunteer hours of planting native plants at the restoration site, or cash contribution to purchase of the native plants.	

2. Natural and Cultural Resources – Negative impacts to natural and cultural resources should be avoided or minimized. The restoration Project would benefit: (Check all that apply.)	
☐	Soils
☐	Water quality
☐	Special-status Species habitat
☐	Cultural resources
Scoring: One point each for a maximum of 4 points.	
Explain how the Project would address each.	

3. Reason for Restoration – (Check the one most appropriate reason.)	
☐	Protect special-status species or cultural site **(4 points)**
☐	OHV activity in a closed area **(3 points)**
☐	Alternative measures attempted, but failed **(2 points)**
☐	Management decision **(1 point)**
Briefly describe answer given above:	

4. Measures to ensure success – The Project makes use of the following elements to ensure successful implementation: (Check all that apply.)	
☐	Law enforcement
☐	Site specific Project planning
☐	Construction of barriers and other traffic control devices.
☐	Use of native plants and materials.
☐	Incorporation of universally recognized “Best Management Practices”.
☐	Educational signage.
☐	Incorporation of alternate OHV routes to ensure that OHV activities will not reoccur in restored area
In 500 words or less, explain how the items checked above will ensure the success of the project:	
Scoring: 2 points for each item for a maximum of 14 points.	

5. Management Plan – The project is consistent with a publicly reviewed and adopted management plan:	
☐	Yes **(5 points)**
☐	No **(no score)**
List the plan name and date of publication, as well as where a copy of the plan can be viewed:	

6. Funding Source for Operational costs as a result of plan implementation –	
Provide a description of how future operational costs will be funded:	
Scoring: (Check the one most appropriate.)	
☐	Applicant’s operational budget **(5 points)**
☐	Volunteer support and/or donations **(3 points)**
☐	Combination of any of these **(3 points)**
☐	Other Grant funding **(2 points)**
☐	Funding would come entirely from future OHV Trust Funds **(no score)**
Maximum points available for Project specific criteria 42	

Evaluation Criteria
(OHV Form K, Part 10, Trail Maintenance Projects)

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

TRAIL MAINTENANCE PROJECT CRITERIA

It is extremely important for Applicants to supply factual documentation to support the 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 to the supporting information in the Application. Whenever a criteria form requires a narrative explaining the Applicant's response, reference the appropriate supporting documents as needed in the narrative.

Agency Contribution – As calculated on the PC/D Form, what percentage of the cost of the Project would be covered by the Applicant?	
Scoring: (Check the one most appropriate.)	
☐	51% or more **(10 points)**
☐	36% - 50% **(7 points)**
☐	26% -35% **(5 points)**
☐	25% **(3 points)**
Note: Agency Contribution costs must be specific to work done on the Project; i.e., 100 volunteer hours of Trail Maintenance, or cash contribution to purchase of Trail Maintenance Equipment.	

2. Natural and Cultural Resource – Impacts to natural and cultural resources should be avoided or minimized. Project would: (Check all that apply)	
☐	Maintain erosion control features **(1 point)**
☐	Maintain physical barriers to control OHV use **(1 point)**
☐	Incorporate protection of sensitive resources into Reroutes **(1 point)**
☐	Site design precludes the need for the above measures **(3 points)**
Briefly explain each item marked above:	
Scoring: Maximum of 3 points	

3. Staff qualifications – **a. Supervision –** Describe the experience of the person who would direct the trail maintenance work:	
Scoring: (Check the one most appropriate.)	
☐	Average eight or more years in Trail Maintenance work **(5 points)**
☐	Average five or more years in Trail Maintenance work **(4 points)**
☐	Average three or more years in Trail Maintenance work **(3 points)**
☐	Average two or more years in Trail Maintenance work **(2 points)**
☐	Average one or more years in Trail Maintenance work **(1 point)**

b. Staff commitment –	
Briefly describe the scheduling and responsibilities of staff that will work on the Applicant's OHV Trail Maintenance program:	
Scoring: (Check the one most appropriate.)	
☐	Paid staff is solely dedicated to OHV program **(5 points)**
☐	Paid staff is not solely dedicated to OHV program **(3 points)**

4. Have all of the trails to be maintained been inventoried?	
☐	No (Skip to item 5.)
☐	Yes (Check all elements of inventory that apply.)
☐	Terrain, including slopes
☐	Soil composition
☐	Erosion control features
☐	Signs/barriers
☐	Type of use
☐	Level of difficulty
List the document name and date of publication, as well as where a copy of the plan can be viewed:	
Scoring: 2 points each for a maximum of 12 points.	

5. Recycled materials – Project would make use of recycled materials: (Check the one most appropriate.)	
☐	100% **(5 points)**
☐	75% **(4 points)**
☐	50% **(3 points)**
☐	49% or less **(no score)**
Briefly describe what recycled materials will be used.	
Maximum points available for Project specific criteria 40	

Environmental Review Data Sheet
(OHV Form L)

Applicant:	**Project Name:**

Item 1: Has a CEQA Notice of Determination (NOD) been filed for this Project? ☐ Yes ☐ No

- If yes, stop here. There is no need to fill out the questions listed below.
- If no NOD has been filed, proceed to question 2.

Item 2: Are the proposed activities "a Project" under Section 15378 of CEQA? ☐ Yes ☐ No

- If yes, continue to item 3. If unsure, mark Yes and continue to item 3.
- If no, check one of the appropriate boxes below. If "Other" is checked, provide an explanation of the reason the proposed activities are not considered "a Project" under Section 15378 of CEQA. If the proposed activities are not a Project, do not answer Items 3-8.

☐ The Application is requesting funds solely for personnel and support to enforce OHV laws and ensure public safety. These activities would not cause any physical impacts on the environment and are thus not a 'Project' under CEQA.

☐ Other. Explain why proposed activities would not cause any physical impacts on the environment and are thus not a 'Project' under CEQA:

NOTE: If the proposed activities are considered "a Project" under 15378 of CEQA, the Applicant must provide an explanation for answers to Items 3-8. Simple "yes" or "no" responses without 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 3-8, the Applicant may also list Best Management Practices (BMPs), Standard Operating Practices or Procedures (SOPs), and Limited Operating Periods (LOPs) that will avoid adverse effects from the Applicant's activities.

Item 3: Evaluate the impact of this Project on wetlands, navigable waters, and sensitive habitats and species (including threatened and endangered species).

Item 4: 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.

Item 5: Discuss the possibility that the proposed activities will have a significant effect on the environment due to steep slopes or highly erosive soils.

Item 6: Discuss the potential for damage to scenic resources within the view shed of a highway officially designated as a state scenic highway.

Item 7: Is the proposed Project area located on a site included on any list compiled pursuant to Section 65962.5 of the California Government Code (hazardous materials)? ☐ Yes ☐ No
Refer to the Cortese List data resources at the following website to identify documented toxic hazards at the Project site:
http://www.calepa.ca.gov/SiteCleanup/CorteseList/default.htm

- If yes, describe the location of the hazard relative to Project site, the level of hazard and the measures to be taken to minimize or avoid the hazards.

Item 8: Would the proposed Project have potential for any substantial adverse impacts to historical or cultural resources? ☐ Yes ☐ No

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

Item 9: Discuss the potential for the Project to cause indirect significant impacts, either by causing user groups to go elsewhere, causing significant impacts off-site, or significantly increasing use in the vicinity of the Project site.

Trail Maintenance Plan Instructions
(OHV Form M)

Each Applicant applying for one or more Trail Maintenance Projects must complete one Trail Maintenance Plan. See CCR Title 14, 4970.50(e) for definition of Applicant.

Include all trails that would be maintained through the Trail Maintenance Project(s), if funded.

This form may be referenced from the Applicant's Evaluation Criteria, OHV Form K, Part 10.

Applicant – Enter the Applicant name as shown on the Application Face Sheet (OHV Form A).

Date Completed – Enter the date the form was completed.

Trails To Be Maintained, Name, Number – List each trail to be maintained by name and, if applicable, number.

Type of Use – List the type of use the trail would receive. List any and all types (Motorcycle = MC, All-Terrain Vehicle = ATV, Four-Wheel Drive = 4WD, etc).

Type of Maintenance Work to Be Performed – List the type of maintenance work that would occur on the trail (Mechanized or hand tools, raking, etc.).

Maintenance Schedule – Enter the frequency of maintenance of the trail (Monthly, Fall & Spring, Annually, Bi-Annually, etc).

Signing Needed, Number, Type – Describe the number and types of signs that are needed on the trail(s) (Trail confidence marker, directional, regulatory, etc).

Equipment To Be Used – List the type of Equipment that would be used to maintain the trail (Trail dozer, mini-excavator, rock rake, etc)

Type of Labor Force – List the type of labor force to be used (Permanent agency staff, seasonal, contracts, California Conservation Crew, volunteers, etc).

Average Cost Per Mile – Enter the average cost per mile of maintenance for the trail.

Page _____ of _____ – The Applicant shall place the page number and number of pages required for each Project at the top right hand corner of the page (e.g., Page 1 of 3).

Add additional rows and pages as needed.

Trail Maintenance Plan
(OHV Form M)

Page _____ of _____

Applicant:									**Date Completed:**
Trails To Be Maintained		Type Of Use	Type of Maintenance Work To Be Performed	Maintenance Schedule	Signing Needed		Equipment To Be Used	Type of Labor Force	Average Cost Per Mile
Name	Number				Number	Type			

Project Agreement And General Provision
OHV Form N, Example

California Department of Parks and Recreation

PROJECT AGREEMENT

Off-Highway Motor Vehicle Recreation
Act of 2003

PROJECT NUMBER:

GRANTEE:

TITLE:

PROJECT PERFORMANCE PERIOD (Billing Period): START DATE: END DATE:

Under the terms and conditions of this agreement, the Grantee agrees to complete the project as described in the Project Description; the OHV Grant Application and the General Provisions, which is hereby incorporated by reference; the Off-Highway Motor Vehicle Recreation Act of 2003 as amended, and Title 14, California Code of Regulations, Division 3, Chapter 15.5, Sections 4970.49-4970.72 - Off-Highway Motor Vehicle Recreation Grants and Cooperative Agreements Program Regulations.

PROJECT DESCRIPTION:

For a list of Project Deliverables see page(s) _____ of this agreement. Any Project Deliverable costs listed on the attached pages are estimates.

CONSERVATION _____ ENFORCEMENT _____ RESTORATION _____ NON-CESA _____

By _____
Grantee (Authorized Signature)

Title _____

Date _____

By _____
State (Authorized Signature)

Title _____

Date _____

CERTIFICATION OF FUNDING

CONTRACT NO.:

FUND: Off-Highway Vehicle Trust Fund

AMOUNT:

APPROPRIATION: Local Assistance

INDEX: **OBJECT:** **PCA:** **FY:**

VENDOR I.D.: **CHAPTER:** **STATUTES:**

ITEM #: 3790-101-0263

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

_____ Date: _____
DPR Accounting Officer

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

General Provisions

A. Definitions

1. The term “State” as used herein means the California State Department of Parks and Recreation.
2. The term “Act” as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term “Application” as used herein means the individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or Grant program, which is hereby incorporated into this agreement by this reference.
4. The term “Project” as used herein means the Project which is described on page 1 of this agreement and in the Project Application, which is hereby incorporated into this agreement by reference.
5. The term “Project Cooperative Agreement” as used herein means the Application and the Project Agreement and its General Provisions.
6. The term “Forest Service” as used herein means the National Forest unit of the Forest Service, USDA, 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

1. 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 Description of Project on page 1 of the Project Agreement and under the terms and conditions set forth in this Project Cooperative Agreement. Subject to the availability of funds, the Forest Service agrees to furnish any additional amounts in excess of that stated in the Project Agreement that may be necessary to complete the Project. 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 prior to disbursement of funds.

2. 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 obligation to make 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, the 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 and the Forest Service agrees to comply with the Government Code Chapter 16 commencing with Section 7260 et seq, to the extent it may be 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 as 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 there from; but this provision shall not be construed to extend to this Project Cooperative Agreement if made with a corporation for its general benefit.

10. The Forest Service and its employees in the performance of this Project Cooperative Agreement shall act in an independent capacity and not as officers or employees of the State. Neither party to this agreement shall have the authority, express 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 off-highway 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 funds moneys to be provided the Forest Service under this Project Cooperative Agreement shall be disbursed as follows:

1. 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 the Forest Service funds 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.

   State will disburse to 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.

2. If the Project includes development, after approval by the State of the Forest Service's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, the State shall disburse to Forest Service upon receipt and approval by the State of a statement of incurred costs from Forest Service the amount of such approved incurred costs shown on such statement, not to exceed the State Cooperative Agreement amount allocated for development, as set forth on page 1 of this agreement, or any remaining portion of such amount to the extent of such statement. State may disburse up to a maximum of ninety (90) percent of the State Grant amount allocated for development as shown on page 1 of this agreement, upon receipt and approval by the State of Forest Service plans, specifications and estimates or Force Account Schedule. 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. Statements shall not be submitted, nor shall the State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

D. Project Administration

1. 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 ninety (90) days after completion of Project.

2. 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 Cooperative Agreements but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance upon a showing by the Forest Service, 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 Forest Service shall remain property of State until expended for Project purposes.

4. The Forest Service shall place advanced payments into a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on trust fund moneys shall be used on the Project or paid to the State.

5. If Cooperative Agreements 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 ninety (90) 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 includes wording identifying 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

E. Project Termination

1. 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 an 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.

3. Failure of the Forest Service to comply with the terms of this Project Cooperative Agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault, and was beyond the control of the Forest Service to avoid, mitigate, or remedy such default.

F. Indemnification

1. The United States shall be liable, to the extent allowed by law, including the Federal Tort Claims Act, for claim for personal injuries or property damage resulting from the negligent of 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.

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

G. Financial Records

1. The Forest Service shall maintain and make available for inspection by the State at reasonable times accurate financial accounts, documents and records of its costs, disbursements and receipts with respect to its activities under this agreement.
Such accounts, documents and records shall be retained by the Forest Service for three (3) years from the expiration date of the Project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.

   During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

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.

H. Use of Facilities

1. The property acquired or developed with Cooperative Agreement moneys under this agreement shall be used by the Forest Service only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.

2. The Forest Service shall without cost to State, except as may be otherwise provided in this 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.

3. Use of the Project facilities shall comply with all applicable law including, but not limited to, the 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

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.

2. The Forest Service shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Cooperative Agreement.

J. Application Incorporation

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

K. Severability

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

L. Governing Law.

1. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California and the United States.

Project Agreement General Provisions
(Bureau of Land Management Only)

General Provisions

A. Definitions

1. The term “State” as used herein means the State of California, Department of Parks and Recreation.

2. The term “Act” as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.

3. The term “Application” as used herein means the individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or Grant program, which is hereby incorporated into this agreement by this reference.

4. The term “Project” as used herein means the Project which is described on page 1 of this agreement and in the Project Application, which is hereby incorporated into this agreement by reference.

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

1. 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 Description of Project on page 1 of the Project Agreement and under the terms and conditions set forth in this Project Cooperative Agreement. Subject to the availability of funds, the Federal Agency agrees to furnish any additional amounts in excess of that stated in the Project Agreement that may be necessary to complete the Project. 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 prior to disbursement of funds.

   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.

2. 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 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 the Title II and Title III, the 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 and the Federal Agency agrees to comply with the Government Code Chapter 16 commencing with Section 7260 et seq., to the extent it may be 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 here to expend or as 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 there from; but this provision shall not be construed to extend to this Project Cooperative Agreement if made with a corporation for its general benefit.

10. The Federal Agency and its employees in the performance of this Project Cooperative Agreement shall act in an independent capacity and not as officers or employees of the State. Neither party to this agreement shall have the authority, express 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 moneys to be provided to the Federal Agency under this Project Cooperative Agreement shall be disbursed as follows:

1. 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 Federal Agency funds as follow, 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.

   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.

2. If the Project includes development, after approval by State of the Federal Agency's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to the Federal Agency upon receipt and approval by State of a statement of incurred costs from the Federal Agency the amount of such approved incurred costs shown on such statement, not to exceed the State funds amount allocated for development, as set forth on page 1 of this agreement, or any remaining portion of such amount to the extent of such statement. State may disburse up to a maximum of ninety (90) percent of the Grant amount allocated for development as shown on page 1 of this agreement, upon receipt and approval by State of plans, specifications and estimates from the Federal Agency.

   The statements to be submitted by 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. Statements shall not be submitted, nor shall the State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

D. Project Administration

1. 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 and all other moneys expended within ninety (90) days after completion of Project.

2. 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, 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 ninety (90) 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 includes wording identifying 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

E. Project Termination

1. 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.

3. Failure of the Federal Agency to comply with the terms of this Project Cooperative Agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault, and was beyond the control of the Federal Agency to avoid, mitigate, or remedy such default.

F. Indemnification

1. The United States shall be liable, to the extend allowed by law, including the Federal Tort Claims Act, for 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.

2. The State of California shall be liable, to the extend allowed by law, including the Government Tort Claims Act, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State employees 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 all financial accounts, documents, and records for three (3) years from the expiration date of the Project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.

   During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

2. 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

1. The property acquired or developed with Cooperative Agreement moneys under this Project Cooperative Agreement shall be used by the Federal Agency only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.

2. The Federal Agency shall without cost to the State, except as may be otherwise provided in this 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 other applicable provisions of law.

3. Use of the Project facilities shall comply with all applicable law including, but not limited to the 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

1. 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.

2. The Federal Agency shall not discriminate against any person on the basis of residence except to the extent the reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Cooperative Agreement.

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 the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this agreement are severable.

L. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, and the United States.

Project Agreement General Provisions
(Local Agencies Only)

General Provisions

A. Definitions

1. The term “State” as used herein means the California State Department of Parks and Recreation.
2. The term “Act” as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term “Project” as used herein means the Project which is described on page 1 of this agreement and in the Project Application, which is hereby incorporated into this agreement by reference.
4. The term “Application” as used herein means the individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this agreement by reference.
5. The term “Project Agreement” as used herein means the Application and the Project Agreement General Provisions.
6. The term “Grantee” as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

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

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

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.

3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

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

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

5. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. Grantee agrees to furnish the State additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project.

C. Project Costs

The Grant moneys to be provided to the Grantee under this agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this agreement whichever is less:

1. If the Project includes acquisition of real property, the State shall disburse to Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this agreement.

   State will disburse the amount of the State approved purchase price together with State approved costs of acquisition. The State may elect to make disbursement for deposit into escrow.

2. If the Project includes development, after approval by State of Grantee's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Grantee upon receipt and approval by State of a statement of incurred costs from Grantee, the amount of such approved incurred costs shown on such statement, not to exceed the State Grant amount set forth on page 1 of this agreement, or any remaining portion of such Grant amount to the extent of such statement. Grantee, upon a showing that the Project may not proceed without advance funding, may request advance payment of those funds needed up to a maximum of ninety (90) percent of the State Grant amount allocated for development upon receipt and approval by State of Grantee plans, specifications and estimates or Force Account Schedule.

   The statements to be submitted by Grantee shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account. Statements shall not be submitted, nor shall State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within ninety (90) days after completion of Project.

2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this agreement available for inspection by the State upon request.

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

4. The Grantee may be provided advanced payments for Grants but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance. The Grantee shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within sixty (90) days of completion of the Project or end of the Project performance period, whichever is earlier.

   Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

5. Equipment must be used solely for OHV related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes

E. Project Termination

1. The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.

2. Failure by the Grantee to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

3. Failure of the Grantee to comply with the terms of this agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the

suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy.

4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of agreement, is the, operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this agreement.

F. Hold Harmless

1. Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents and employees.

2. The Grantee shall protect indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of State, its officers, or employees.

3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.

4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain all financial accounts, documents, and records for three (3) years from the expiration date of the Project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.

2. During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

H. Use of Facilities

1. The property acquired or developed with Grant moneys under this agreement shall be used by the Grantee only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.

2. The Grantee shall without cost to State, except as may be otherwise provided in this or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the provisions of this agreement, the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other provision of law which may be applicable to such operation and maintenance.

3. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project agreement.

J. Application Incorporation

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

K. Severability

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

L. Governing Law.

1. This agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this agreement shall take place in the county wherein the Project funded by this agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.

Payment Request Instructions
(Form DPR 364)

See Chapter 3 for information on submitting Payment Requests.

Grantees are required to request payments for advances or reimbursements by submitting a current Payment Request form (DPR 364) to the Division. The Division is responsible for approving and processing Payment Requests.

Payment Requests must be accompanied by appropriate documentation of expenditures and any Matching Funds or Agency Contribution as described in Chapter 3.

Copy these items from the cover page of the Applicant's Project Agreement:

- **Project Number**
- **Contract Number**
- **PCA**
- **Statutes**
- **Project Title**
- **Vendor Number**
- **Applicant**
- **Project Type**
- **Grant/Cooperative Agreement Amount**

1. **Payment Request Number –** Enter the number for this request. For example, the first request for the Project would be "1." If this is the last Payment Request for this project, check Final.

2. **Invoice Number/Bill for Collection Number –** Enter the appropriate number from the Applicant's billing document.

3. **Request Type –** Indicate whether the request is for a Reimbursement or an Advance.

4. **Total Project expenditures to date and/or planned expenditures –** List the expenditures by category. Identify the Deliverable(s) to which each expenditure type applies using the numbers from the Applicant's Project Costs/Deliverables form (OHV Form K, Part 1).

5. **Payment Request Information –**

   a. Enter the amount allocated for this Project.
   b. Enter the funds received to date.
   c. Subtract "b" from "a" and enter the amount available.
   d. Enter the amount of this request from the total on Item 4.
   e. Subtract "d" from "c" to get remaining funds available.

6. **Make Warrant Payable to –** Enter the information as the Applicant wants it to appear on the warrant.

7. **Certification –** The Authorized Representative must sign and date the form.

8. **State Approval –** The Division will review the payment request and supporting documentation and approve as appropriate.

Payment Request
OHV Grant/Cooperative Agreement Program
State of California – The Resources Agency

Complete the following with the information from the Applicant's Project Agreement (do not combine 2 or more Projects on 1 request).

PROJECT NUMBER:		**CONTRACT NUMBER**		**PCA**		**STATUTES**	
PROJECT TITLE				**VENDOR ID #**			
APPLICANT							
Project Type: ☐ Acquisition ☐ Conservation ☐ Development ☐ O&M ☐ Law Enforcement ☐ OHV Safety and/or Education ☐ Planning ☐ Restoration ☐ Trail Maintenance (Mark one)							
GRANT/ COOPERATIVE AGREEMENT AMOUNT				**$**			
1. Payment Request Number:					**FINAL** ☐ (Check if **FINAL**)		
2. Invoice Number/Bill for Collection Number							
3. Request Type (Check one) ☐ Reimbursement ☐ Advance (a Project action plan must be attached).							
4. Total Project expenditures to date (**reimbursement**) and/or planned expenditures (**advance**).							

Category	Amount	Deliverable(s)
Staff		
Contracts		
Materials/Supplies		
Equipment Maintenance/FOR		
Equipment		
Other		
Administrative Costs		
Total		

5. Payment Request Information	
a. Total Grant Amount	
b. Grant Funds Received to Date	
c. Current Amount Available (5a-5b)	
d. **AMOUNT OF THIS REQUEST**	
e. Remaining Grant Funds (5c-5d)	

6. Make Warrant Payable to: _____
   Street/PO Box _____
   City _____
   State & Zip _____

7. **CERTIFICATION:** I certify that the above mentioned information is correct and that all funds received have or will be expended in accordance with the conditions set forth by the State and I have included the required summary of costs.

GRANTEE _____ **DATE** _____

SIGNED (Authorized Representative)

8. **STATE APPROVAL** **DATE**

9. **Return ONE completed and signed ORIGINAL of this form to:**

California Department of Parks & Recreation
Off-Highway Motor Vehicle Recreation Division
Attention: OHV Grant Section
Post Office Box 942896
Sacramento, CA 94296-0001

DPR 364 Revised (2/2007)