CALIFORNIA STATE PARKS
Off-Highway Motor Vehicle Recreation Division

2008 GRANTS AND COOPERATIVE AGREEMENTS PROGRAM REGULATIONS – APPENDIX

APPENDIX

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GENERAL INFORMATION

APPLICATION YEAR

APPLICANT TYPE *(Check one)*

☐ CITY ☐ COUNTY ☐ DISTRICT ☐ U.S. FOREST SERVICE ☐ U.S. BUREAU OF LAND MANAGEMENT ☐ OTHER FEDERAL AGENCY

☐ FEDERAL RECOGNIZED NATIVE AMERICAN TRIBE ☐ EDUCATIONAL INSTITUTIONS ☐ NONPROFIT - 501(c)(3) ☐ STATE AGENCY

APPLICANT NAME *(e.g., Department, Division Office)*	FEDERAL EMPLOYER IDENTIFICATION NUMBER *(Nonprofits ONLY)* -

MAILING ADDRESS	CITY	STATE	ZIP CODE
P.O. BOX ADDRESS *(If applicable)*	CITY	STATE	ZIP CODE

PROJECT REQUEST(S) SUMMARY

PROJECT TYPE	PROJECT TITLE	GRANT REQUEST	MATCH	TOTAL PROJECT COST
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
	TOTAL *(Rounded to the nearest $1,000)*	**$0**	**$0**	**$0**

APPLICANT'S AUTHORIZED REPRESENTATIVE AND CONTACT PERSON

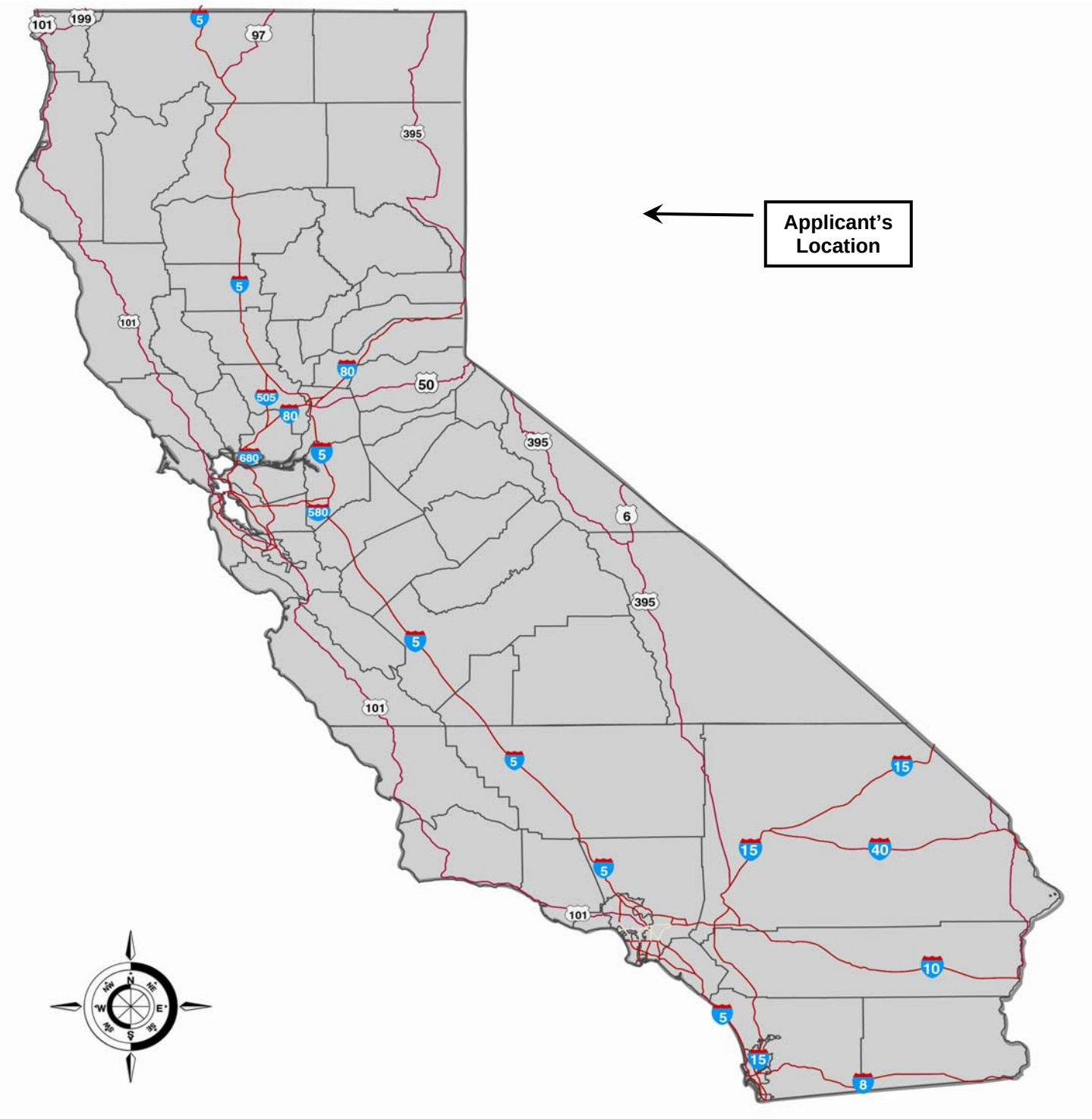
NAME OF AUTHORIZED REPRESENTATIVE	NAME OF PROJECT ADMINISTRATOR
TITLE	TITLE
TELEPHONE	TELEPHONE
FAX	FAX
E-MAIL	E-MAIL

LOCATION MAP

APPLICATION YEAR:

APPLICANT NAME:

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



PUBLIC REVIEW PROCESS

APPLICATION YEAR:

APPLICANT NAME:

PUBLIC NOTIFICATION EFFORTS:

Check all that apply:

- ☐ NOTICE TO INTERESTED PARTIES/GROUPS DATE: _____
- ☐ PUBLISHED ON APPLICANT'S WEBSITE DATE: _____
- ☐ PUBLISHED IN NEWSPAPER
- ☐ NEWS RELEASE ISSUED
- ☐ PUBLIC MEETING(S)/HEARING(S) HELD

PUBLIC COMMENTS:

Briefly summarize public comments received that are relevant to each Project or the Grant Application as a whole:

APPLICATION DEVELOPMENT AS A RESULT OF PUBLIC COMMENTS:

Were changes made to the Application as a result of public comments?

☐ YES ☐ NO

Describe how public comments affected the Application:

EQUIPMENT INVENTORY

APPLICATION YEAR:

APPLICANT NAME:

Enter Equipment purchased with OHV Trust Funds within the last five (5) years:

#	ITEM DESCRIPTION	MAKE	MODEL	MODEL YEAR	VEHICLE IDENTIFICATION NUMBER (VIN) or SERIAL NUMBER	PROJECT AGREEMENT NUMBER
1.						
2.						
3.						
4.						
5.						
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12.						
13.						
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21.						
22.						
23.						
24.						
25.						

ENVIRONMENTAL REVIEW DATA SHEET (ERDS)

APPLICATION YEAR:

APPLICANT NAME:

PROJECT TITLE:

ITEM 1

Has a CEQA Notice of Determination (NOD) been filed for the Project? . . . . . ☐ YES ☐ NO

If YES, stop here.
If NO, continue to ITEM 2

ITEM 2

Are the proposed activities a "Project" under CEQA Guidelines Section 15378? . . . . . ☐ YES ☐ NO

If YES, complete ITEMS 3 - 9. If unsure, mark YES and complete ITEMS 3 - 9.
If NO, check the appropriate box below:

☐ 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. *DO NOT complete ITEMS 3 – 9.*

NOTE: If the proposed activities are considered a "Project" under CEQA Guidelines Section 15378, the Applicant must provide an explanation for answers to ITEMS 3 – 9. Simple YES or NO responses without an explanation shall not be accepted. If an explanation can be found in NEPA or other documentation, then summarize and list the page number from which the Applicant is summarizing. For ITEMS 3 – 9, 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 viewshed of a highway officially designated as a state scenic highway:

ENVIRONMENTAL REVIEW DATA SHEET (ERDS)

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:
www.calepa.ca.gov/SiteCleanup/CorteseList/default.htm

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

ITEM 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:

HABITAT MANAGEMENT PROGRAM (HMP)
(PART 1)

APPLICATION YEAR:

APPLICANT NAME:

ITEM 1. DETERMINE THE NEED FOR FULL HMP

All Applicants submitting Projects involving Ground Disturbing Activities are subject to HMP requirements. The HMP must cover the combined Project Area of all proposed Projects with Ground Disturbing Activities.

Applicants able to certify that none of the proposed activities listed in the Application in areas open to legal OHV Recreation contain any risk factors to special-status species and/or sensitive habitats shall submit only HMP Part 1. Applicants who cannot certify that the proposed activities listed in the Application in areas open to legal OHV Recreation do not contain any risk factors to special-status species and/or sensitive habitats shall submit HMP Parts 1 and 2.

Can the Applicant certify that none of the proposed Projects with Ground Disturbing Activities in areas open to legal OHV Recreation contain any risk factors to special-status species and/or sensitive habitats? . . . . . ☐ YES ☐ NO

If YES, complete only HMP PART 1
If NO, complete HMP PARTS 1 and 2

HABITAT MANAGEMENT PROGRAM (HMP)
(PART 2 - RISK ANALYSIS, MANAGEMENT PROGRAM, AND REPORTING)

APPLICATION YEAR:

APPLICANT TYPE / NAME:

Has the Applicant previously submitted a HMP Part 2 that is currently in use in the proposed Project Area? . . . . . ☐ YES ☐ NO

SECTION I. SUMMARY OF HMP CHANGES

If this Application describes changes to the HMP on Table 1, other than changes to the map(s), the Applicant must submit a new HMP, complete with Tables 1-8. If only the maps have changed, then the Applicant shall submit the new map(s) along with Section V and clearly explain on Table 1 that there are no other changes to the HMP. If this Application does not describe changes to the HMP on Table 1, then the Applicant does not need to submit a new HMP, but need only submit Section V.

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

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

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

Table 1. Summary of HMP Changes

Change From Previous Year	Section Where Change Occurs

- If Table 1 does not describe any changes to the HMP, then submit only Section V (Tables 6-8).
- If this Application describes changes to the HMP on Table 1, then submit a complete new HMP Part 2, including all Tables 1-8.
- If only the maps have changed, then submit the new map(s) along with Section V and clearly explain on Table 1 that there are no other changes to the HMP.

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

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

HABITAT MANAGEMENT PROGRAM (HMP)
(PART 2 - RISK ANALYSIS, MANAGEMENT PROGRAM, AND REPORTING)

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

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

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

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

Habitat – Describe the listed species' habitats.

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

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

NOTE: The Wildlife and Habitat Data Analysis Branch of the California Department of Fish and 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/wildlife/species/list.html. Other useful California species lists can also be found at this website.

HABITAT MANAGEMENT PROGRAM (HMP)
(PART 2 - RISK ANALYSIS, MANAGEMENT PROGRAM, AND REPORTING)

Table 2. Table of All Special-Status Species and Any Other Species of Local Concern That Were Considered for Inclusion in the 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	SC	State Candidate
FT	Federally Threatened	CSSC	California Species of Special Concern
FPE/T	Species proposed for federal listing as endangered or 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
BLMSS	BLM Sensitive Species	FSMIS	USFS Management Indicator Species
SE	State Endangered	BLMMIS	BLM Management Indicator Species
ST	State Threatened	SLC	Species of Local Concern and any other the Applicant has determined shall be included in the HMP
SPE/T	Species proposed for state listing as endangered or 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 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)

HABITAT MANAGEMENT PROGRAM (HMP)
(PART 2 - RISK ANALYSIS, MANAGEMENT PROGRAM, AND REPORTING)

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

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

1. Identification of Project activities and OHV Recreation within the Application Project Area (e.g., Roads, trails, and areas open for OHV Recreation) and the location of special-status species and/or their habitats. If specific features (e.g., streams, specific campgrounds) are discussed in the HMP, they shall be shown on the maps. *Detailed location information that might jeopardize special-status species does not need to be included. The Applicant may use circles or other symbols to indicate relative locations.*

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. Use the same common/scientific names on the map as are used in Table 2.

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

HABITAT MANAGEMENT PROGRAM (HMP)
(PART 2 - RISK ANALYSIS, MANAGEMENT PROGRAM, AND REPORTING)

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

Complete Tables 3, 4, and 5 to provide a description of the data, management program, monitoring program, and management review and response process for the species/habitats marked YES in Table 2. Address the information in all three tables for each species, related group of species, or habitat. Terms followed by an asterisk (*) are defined at the end of the instructions for Section IV.

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

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

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

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

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

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

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

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

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

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

Species/ Habitat	Known Information	Methodology	Concerns/Risks/ Uncertainties	Management Objective(s)	Management Action(s)	Success Criteria

HABITAT MANAGEMENT PROGRAM (HMP)
(PART 2 - RISK ANALYSIS, MANAGEMENT PROGRAM, AND REPORTING)

Table 4: Summary of HMP Monitoring Program

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

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

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

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 in Table 3). 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*).

Table 4. Summary of HMP Monitoring Program

Species/ Habitat	Change Detection Methodology	Effectiveness Monitoring Methodology, Including Triggers	Identify any Applicable Validation Monitoring (Focused Studies)

HABITAT MANAGEMENT PROGRAM (HMP)
(PART 2 - RISK ANALYSIS, MANAGEMENT PROGRAM, AND REPORTING)

Table 5: Management Review and Response; Adaptive Management

Table 5 describes what the Applicant plans to do with monitoring data. Address each monitoring methodology listed in Table 4.

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 its 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 from Table 3 are being met.

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

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

Table 5. 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

HMP DEFINITIONS for Section IV:

"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?").

HABITAT MANAGEMENT PROGRAM (HMP)
(PART 2 - RISK ANALYSIS, MANAGEMENT PROGRAM, AND REPORTING)

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

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

Monitoring Accomplishments – Summarize each monitoring action that was implemented.

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 OHMVR Division upon request.

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

Management Actions – Identify all the management actions taken or planned based on the monitoring results of the previous year. Management actions must be listed for each situation in Table 6 for which the objectives and success criteria were not achieved.

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

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

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

Table 7. Management Actions Based on Monitoring Results

Management Actions	Species/ Habitat	Date Completed or Planned	Changes Needed to HMP

HABITAT MANAGEMENT PROGRAM (HMP)
(PART 2 - RISK ANALYSIS, MANAGEMENT PROGRAM, AND REPORTING)

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

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

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

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

PROJECT COST ESTIMATE

APPLICANT NAME:

PROJECT TITLE: | PROJECT NUMBER *(Division use only)* :

PROJECT TYPE: ☐ ACQUISITION ☐ DEVELOPMENT ☐ EDUCATION & SAFETY ☐ GROUND OPERATIONS ☐ LAW ENFORCEMENT ☐ PLANNING ☐ RESTORATION

PROJECT DESCRIPTION:

CATEGORY	QTY	UNIT*	UNIT COST	SUBTOTAL	MATCH	GRANT REQUEST	TOTAL PROJECT COST
STAFF:							
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
			STAFF TOTAL:	**$0.00**	**$0.00**	**$0.00**	**$0.00**
CONTRACTS:							
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
			CONTRACTS TOTAL:	**$0.00**	**$0.00**	**$0.00**	**$0.00**
MATERIALS/SUPPLIES:							
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
			MATERIALS/SUPPLIES TOTAL:	**$0.00**	**$0.00**	**$0.00**	**$0.00**
EQUIPMENT USE EXPENSES:							
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
			EQUIPMENT USE EXPENSES TOTAL:	**$0.00**	**$0.00**	**$0.00**	**$0.00**
EQUIPMENT PURCHASES:							
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
			EQUIPMENT PURCHASES TOTAL:	**$0.00**	**$0.00**	**$0.00**	**$0.00**
OTHER:							
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
			OTHER TOTAL:	**$0.00**	**$0.00**	**$0.00**	**$0.00**
ADMINISTRATIVE COSTS *(Not to exceed 10% of the Grant Request amount)* **:**				**$0.00**	**$0.00**	**$0.00**	**$0.00**
			SUBTOTAL:	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			TOTAL *(Rounded to the nearest $1,000)* **:**	**$0**	**$0**	**$0**	**$0**

**Unit: Enter the appropriate unit of measure (e.g., hours = hrs., months = mos., each = ea., feet = ft., miles = mi., miscellaneous = misc., package = pkg.)*

APPLICANT CERTIFICATIONS

APPLICATION YEAR:

APPLICANT NAME:

A. The Applicant hereby certifies, under the penalty of perjury, compliance with the following terms and conditions: . . . . . ☐ YES ☐ NO

1. If the Project involves a Ground Disturbing Activity, the Applicant agrees to monitor the condition of soils and wildlife in the Project Area each year in order to determine whether the soil conservation standard adopted pursuant to Public Resource Code (PRC), Section 5090.35 and the HMP prepared pursuant to Section 5090.53(a) are being met.
2. If the Project involves a Ground Disturbing Activity, the Applicant agrees that, whenever the soil conservation standard adopted pursuant to PRC Section 5090.35 is not being met in any portion of a Project Area, the recipient shall close temporarily that noncompliant portion, to repair and prevent accelerated erosion, until the same soil conservation standard adopted pursuant to PRC Section 5090.35 is met.
3. If the Project involves a Ground Disturbing Activity, the Applicant agrees that, whenever the HMP prepared pursuant to PRC Section 5090.53(a) is not being met in any portion of a Project Area, the recipient shall close temporarily that noncompliant portion until the same HMP prepared pursuant to PRC Section 5090.53(a) is met.
4. The Applicant agrees to enforce the registration of off-highway motor vehicles and the other provisions of Division 16.5 (commencing with Section 38000) of the Vehicle Code and to enforce the other applicable laws regarding the operation of off-highway motor vehicles.
5. The Applicant agrees to cooperate with appropriate law enforcement entities to provide proper law enforcement at and around the Facility.
6. The Applicant's Project is in accordance with local or federal plans and the strategic plan for OHV Recreation prepared by the OHMVR Division.

B. The Applicant must describe the following programmatic conditions:

1. Identify the potential for the facility to reduce illegal and unauthorized OHV Recreation activities in the surrounding areas:

2. Describe how the Applicant is meeting the operations and maintenance needs of any existing OHV Recreation Facility under its jurisdiction:

C. City and county Applicants only:

Describe how fees collected pursuant to Section 38230 of the Vehicle Code (in-lieu funds) are utilized and whether the fees complement the Applicant's proposed Project:

D. U.S. Forest Service Applicants only:

Projects within the O&M category that affect lands identified as inventoried roadless areas by the U.S. Forest Service, are compliant with PRC 5090.50(b)(1)(C).

☐ YES ☐ NO

LAW ENFORCEMENT PROJECT CERTIFICATION

APPLICATION YEAR:

APPLICANT NAME:

ITEM 1

Identify areas with high priority law enforcement needs because of public safety, cultural resources, and sensitive environmental habitats, including wilderness areas and areas of critical environmental concerns:

ITEM 2

Describe how the proposed Project relates to OHV Recreation and will sustain OHV Recreation, motorized off-highway access to non-motorized recreation, or OHV Opportunities associated with the Project Area:

ITEM 3

Describe the Applicant's formal or informal cooperation with other law enforcement agencies:

ITEM 4

Does the Applicant recover a portion of the law enforcement costs directly associated with privately sponsored OHV events where sponsors have obtained a local permit? . . . . . ☐ YES ☐ NO

Explain:

ITEM 5

The Applicant agrees to implement a public education program that includes information on safety programs available in the area and how to report OHV violations? . . . . . ☐ YES ☐ NO

ITEM 6

Describe the Applicant's OHV law enforcement training program including how the training program educates personnel to address OHV safety and natural and cultural resource protection:

ITEM 7

Is the proposed project in accordance with local or federal plans and the OHMVR Division Strategic Plan? . . . . . ☐ YES ☐ NO

ITEM 8

Local agencies only – Describe the Applicant's policies and/or agreements regarding enforcement on federal land:

ITEM 9

Counties only – Describe how the OHV in-lieu of tax funds are being used and whether the use of these fees complements the Applicant's project:

ITEM 10

Applicants who manage OHV Recreation Facilities – Describe how your organization is meeting its operation and maintenance needs:

Item 11

The Applicant agrees to enforce the registration of OHVs and the other provision of Division 16.5 commencing with Section 38000 of the vehicle code and to enforce other applicable laws regarding the operation of OHVs? . . . . . ☐ YES ☐ NO

LAW ENFORCEMENT NEEDS ASSESSMENT

APPLICATION YEAR:

APPLICANT NAME:

ITEM 1

Describe the proposed enforcement Project including the geographical area served, educational outreach, and circumstances unique to the Applicant:

ITEM 2

Describe the number of miles, acreage or square miles patrolled:

ITEM 3

Describe the frequency of the patrols:

ITEM 4

How many officers will be deployed for the purposes of the proposed Project?

GOVERNING BODY RESOLUTION

RESOLUTION NUMBER: _____

RESOLUTION OF THE: _____
(Title of Applicant's Governing Body)

APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval 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; 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 _____
(Applicant's Governing Body)

following a roll call vote:

Ayes: _____

Noes: _____

Absent: _____

➤ _____
(Clerk)

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER:	PROJECT TYPE:

GRANTEE:

PROJECT TITLE:

PROJECT PERFORMANCE PERIOD: FROM: _____ THROUGH: _____

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED: _____

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

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

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

ATTACHMENT 1 - PROJECT COST ESTIMATE: _____ page(s)

ATTACHMENT 2 - GENERAL PROVISIONS: _____ page(s)

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: ➤	AUTHORIZED SIGNATURE: ➤
AUTHORIZED NAME:	AUTHORIZED NAME:
TITLE:	TITLE:
DATE:	DATE:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER:		VENDOR NUMBER:		FUND:
INDEX:	OBJECT CODE:	PCA:	CONTRACT AMOUNT:	APPROPRIATION:
ITEM:		CHAPTER:	STATUTE:	FISCAL YEAR:

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

SIGNATURE OF DPR ACCOUNTING OFFICER: ➤ _____ DATE: _____

Project Agreement General Provisions
(Bureau of Land Management Only)

A. Definitions

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

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

3. The term “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 Attachment 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 Project Description on Attachment 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 one hundred twenty (120) 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 one hundred twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

6. The Federal Agency will, provide and maintain a sign on the Project site that 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

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

2. 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
(U. S. Forest Service Only)

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 Attachment 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 Project Description on Attachment 1of 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 one hundred twenty (120) 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 Ground Operations 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 one hundred twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

6. The Forest Service will, provide and maintain a sign on the Project site that 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
(Local Agencies Only)

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 Attachment 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 Project Description on Attachment 1 of the Project agreement and the terms and conditions set forth in this agreement.

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

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

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

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

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

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 one hundred twenty (120) days after completion of Project.

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

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

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 one hundred twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

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

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.

Project Agreement General Provisions
(Nonprofits Only)

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 Attachment 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 Project Description on Attachment 1 of the Project agreement and the terms and conditions set forth in this agreement.

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

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

   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.

C. Project Costs

The Grant moneys to be provided to the Grantee under this agreement shall 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.

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred twenty (120) days after completion of 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 Operation and Maintenance. The Grantee shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

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

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

Complete the following with the information from the Project Agreement:

PROJECT AGREEMENT NUMBER: _____ **CONTRACT NUMBER:** _____ **PCA:** _____ **STATUTES:** _____

GRANTEE: _____

PROJECT TITLE: _____ **VENDOR NUMBER:** _____

PROJECT PERFORMANCE PERIOD **FROM:** _____ **TO:** _____

1. **PAYMENT REQUEST NUMBER:** _____ ☐ **FINAL** (*Check box if final*) *Final payment requests must be submitted within **120 days** after the completion of the project or end of the project performance period, whichever comes first.*

2. **INVOICE NUMBER/BILL FOR COLLECTION NUMBER** *(For Grantee use)*: _____

3. **PAYMENT REQUEST PERIOD** **FROM:** _____ **TO:** _____

4. **PAYMENT REQUEST TYPE** *(Check one)*:

☐ **ADVANCE** *All advance requests except Law Enforcement projects **must** include a written justification explaining the need for the advance and a list of planned expenditures. Subsequent advance requests **must** include supporting documentation for the prior advance. **Note: Advance requests may not exceed half the total project amount.***

☐ **REIMBURSEMENT** *All supporting documents for reimbursement costs claimed **must** be attached.*

5. **TOTAL PROJECT EXPENDITURES FOR THIS REQUEST (REIMBURSEMENT) OR PLANNED EXPENDITURES (ADVANCE):**

a. TOTAL AMOUNT OF THIS REQUEST $ _____

b. AMOUNT TO BE REIMBURSED FROM OHV TRUST FUNDS $ _____

c. AMOUNT APPLIED FOR MATCH $ _____

6. **PAYMENT INFORMATION:**

a. TOTAL GRANT AMOUNT . . . . . $ _____

b. FUNDS REQUESTED TO DATE . . . . . $ _____

c. CURRENT AMOUNT AVAILABLE *(a. minus b.)* . . . . . .

d. **REIMBURSEMENT/ADVANCE AMOUNT** *(From step 5.b.)* . . . $ _____

e. REMAINING OHV TRUST FUNDS *(c. minus d.)* . . . . . $ _____

f. TOTAL AMOUNT APPLIED TO MATCH TO DATE . . . . . $ _____

7. **SEND WARRANT TO:**

AGENCY NAME . . . . . _____

STREET ADDRESS/P.O. BOX . _____

CITY . . . . . _____ STATE: _____ ZIP CODE: _____

ATTENTION . . . . . _____

8. **CERTIFICATION:** *I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury that the information provided on this form and any accompany documents are true and correct to the best of my knowledge and that all funds received have or will be expended in accordance with the conditions set forth by the State.*

GRANTEE: ➤ _____ **DATE:** _____

SIGNATURE *(Authorized Representative)*

9. **STATE APPROVAL:** ➤ _____ **DATE:** _____

10. **SUBMIT REQUEST TO:**

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION
OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION
ATTENTION: (NAME) GRANTS ADMINISTATOR
1725 23rd STREET, SUITE 200
SACRAMENTO, CA 95816-7100

Evaluation Criteria
General Criteria

Applicant:		Application Year:	

GENERAL CRITERIA

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

1. OHV Visitor Opportunity Summary			
a. Data Period: Identify the most recent twelve month period for which the Land Manager has accurate OHV Opportunity and visitation data: ☐ N/A – No legal OHV riding opportunity (skip to item 2)			
Starting (Month/Year)		Ending (Month/Year)	
b. Off-Highway Vehicle Opportunity Ratio (OHV Ratio) opportunity Respond relative to the twelve month data period identified in Section (a).			
i.	Months of OHV Opportunity (OHV Months) Enter the number of months during the data period that OHV Opportunity was available.		
ii.	Total Miles Of Routes Available For OHV Recreation		
iii.	Total Acres Of Open Riding Available For OHV Recreation		
iv.	OHV Visitation (visitor days) Every visitor that spends a day or a portion thereof engaged in OHV Recreation in legal riding areas is considered one visitor day. (USFS – use National Visitor Use Monitoring Results data) (BLM – use Recreation Management Information System data)		
v.	Ratio of OHV Visitation/OHV Opportunity: OHV visitation / (acres of open area+ miles of routes) = OHV ratio		
c. Reference source documents here:			
Reference Document:			
d. Visitor Opportunity Ratio (V/O Ratio) = OHV Ratio x OHV Months / 12			
V/O Ratio = _____			

Scoring: V/O Ratios will be compared for all Applicants
☐ The top fifth receives (5 points)
☐ The second fifth receives (4 points)
☐ The third fifth receives (3 points)
☐ The fourth fifth receives (2 points)
☐ The last fifth receives (1 point)

2. Quality of OHV Opportunity	
Check all that apply to the Land Manager's OHV program	
☐	Map with OHV Recreation opportunities clearly shown is available for distribution, at no cost (2 points)
☐	Map with OHV Recreation opportunities clearly shown is available on the Land Manager's website (2 points)
☐	Map indicates relative difficulty of each OHV trail (2 points)
☐	Map indicates appropriate OHV use type (ATV, dirt bike, 4x4, OSV, etc.) (2 points)
☐	At least fifty percent of the staging areas include support facilities (restrooms, picnic tables, trash cans, shade structures) (2 points)
☐	Majority of trail intersections are signed with information such as: trail names, directional signs, relative difficulty, mileage to next feature (2 points)

3. Variety of OHV Opportunity	
For items a and b, check one most appropriate for the Land Manager's OHV program	
a. Skill levels (e.g., beginner, intermediate, advanced) indicated by publicly available maps or signage marking trails with relative difficulty	
☐	3 or more skill levels (5 points)
☐	2 skill levels (3 points)
☐	1 skill level (1 point)
☐	Land Manager has no legal OHV riding opportunity (No points)
b. Type of OHV Opportunity (ATV, dirt bike, 4x4, OSV, RUV, Sand Rail/Dune Buggy)	
☐	Opportunities for 3 or more vehicle types (6 points)
☐	Opportunities for 2 vehicle types (3 points)
☐	Opportunity for only 1 vehicle type (1 point)
☐	Land Manager has no legal OHV riding opportunity (No points)

4. Agency contribution	
Cost of OHV Program for Land Manager's most recent complete fiscal year (not to include cost of indirect overhead):	
% Funded by OHV Trust Fund (do not include in-lieu funds):	

☐	No OHV Trust Funds were used (6 points)
☐	10% or less of the program cost was from OHV Trust Fund (4 points)
☐	11% to 25% of the program cost was from OHV Trust Fund (3 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 points)
Reference Document:	

5. For Applicant's OHV grant Projects which reached the end of the Project performance period within the last two years, the percentage of all deliverables accomplished: (First time Applicants and past Applicants with no active Grant projects within the last two years, will receive 2 points)	
☐	100% of Deliverable accomplished (5 points)
☐	75% to 99% of Deliverables accomplished (3 points)
☐	Less than 75% of Deliverables accomplished (No points)

6. [For Division use only] In the previous year the Applicant has been responsive and communicated effectively with the assigned OHMVR Grant Administrator by phone, email or personal visit. (3 points) (First time applicants and past applicants with no active Grant projects within the last two years, will receive 2 points)

7. Prevention of OHV trespass	
a. Is site a completely fenced facility such that OHV trespass into neighboring properties and/or closed areas is prevented?	
☐	No (answer items b and c)
☐	Yes (10 points, explain and then skip to item 8)
Explain “Yes” response:	
b. The majority of OHV Opportunity areas are patrolled (Check the one most appropriate)	
☐	At least 5 days per week (5 points)
☐	At least once per week (3 points)
☐	At least once per month (1 point)
☐	Less than once per month (No points)
Explain patrol efforts (e.g., frequency of patrol, patrol personnel, percent of lands covered by patrols):	
c. Measures to prevent OHV trespass into neighboring properties and/or closed areas (Check all that apply)	
☐	Barriers and/or signing are used to prevent OHV trespass into neighboring properties and/or closed areas (3 points)
☐	Education programs, maps and/or brochures provided to the public address OHV trespass, including respect for private property (2 points)
Explain measures utilized to prevent OHV trespass into neighboring properties and/or closed areas:	

8. OHV Education	
a. Education materials available onsite: (Check all that apply)	
☐	Free literature is provided to visitors describing safe and responsible OHV recreational practices. (5 points)
☐	Bulletin boards, signs or kiosks, at the majority of staging areas, trailheads, or other areas where the public gathers provide information concerning safe and responsible OHV Recreation. (5 points)
b. Applicant or Land Manager provides formal programs, educational talks, school field trips, etc. to the public to educate them on safe and responsible OHV recreational practices:(Check the one most appropriate)	
☐	50 or more per year (3 points)
☐	20 to 49 times per year (2 point)
☐	5 to 19 times per year (1 point))
☐	Less than 5 times per year (No points)
c. When Facility is open, staff are available at trailheads, visitor centers and/or entrance stations to provide information on safe and responsible OHV use: (Check the one most appropriate)	
☐	Daily (5 points)
☐	On all weekends (4 points)
☐	On the majority of weekends (2 points)
☐	On major holidays (1 point)
☐	None of the above (No points)
d. ATV Safety Institute and/or Motorcycle Safety Foundation approved training courses are offered: (Check the one most appropriate)	
☐	Weekly (3 points)
☐	Monthly (1 point)
☐	Less frequently than monthly (No points)
Describe Land Manager's onsite education efforts:	

9. Website			
a. OHV outreach efforts are accomplished through the Land Manager's website:			
☐	No (skip to question 10)		
☐	Yes (provide URL address and answer item b)		
Provide URL address:			
b. The Land Manager's website contains the following items: (Check all that apply)			
☐	Map to location	☐	Information on responsible riding
☐	Hours of operation	☐	Map of Facilities
☐	Safety information	☐	Fee schedule
☐	Visitor facilities	☐	Seasonal restrictions
☐	Contact information	☐	Link to Division Website
☐	News releases	☐	Law enforcement contact information
Scoring: 1 point each up to a maximum of 5 points.			

10. OHV Outreach			
Check all forms of OHV outreach the Applicant utilizes:			
☐	Billboards	☐	Other (specify)
☐	CDs and/or DVDs	☐	Television
☐	Community meetings	☐	Parades
☐	OHV dealers	☐	Radio
☐	Fairs	☐	Programs at schools
☐	News releases		
Scoring: 1 point each up to a maximum of 3 points.			

11. Natural and Cultural Resources	
a. Is the Land Manager's OHV area a completely fenced track facility with little or no native vegetation?	
☐	No (answer item b)
☐	Yes (5 points, explain and then skip to item 12)
Explain "Yes" response:	
b. Resource Management Information System	
Does the Land Manager maintain a management information system managed by qualified environmental staff that identifies and monitors the impacts of the OHV activity and contains at least the following: • Ongoing survey/inventory of species; • Ongoing survey/inventory of archeological sites; • Biological monitoring that measures changes in populations; • 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?	
☐	No (No points)
☐	Yes (5 points)
Reference document:	

12. Soil management	
a. Land Manager has developed a systematic methodology for evaluating soil conditions of its OHV Opportunities?	
☐	No (No points)
☐	Yes (5 points)
Explain "Yes" response:	
b. Land Manager has developed methods to address soil issues?	
☐	No (No points)
☐	Yes (5 points)
Explain "Yes" response:	
c. Land Manager performs soil monitoring: (Check the one most appropriate)	
☐	Monthly (3 points)
☐	After major rain events (2 points)
☐	Annually (No points)

13. Sound Level Testing	
The Applicant or Land Manager conducts, or causes to be conducted, sound level testing: (Check only one if applicable)	
☐	On most (50% or more) holidays and weekends (4 points)
☐	At least 25% but less than 50% of holidays and weekends (2 points)
☐	Less than 25% of holidays and weekends (No points)
Describe the sound testing program:	

Evaluation Criteria
Acquisition Projects

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

ACQUISITION PROJECT CRITERIA

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

1. As calculated on the Project Cost Estimate, the percentage of the cost of the Project covered by the Applicant is: (Check the one most appropriate)	
☐	76% or more (10 points)
☐	51% - 75% (5 points)
☐	26% - 50% (3 points)
☐	25% (Match minimum) (No points)

2. Natural and Cultural Resources	
a. Species	
Enter the number of special-status species that are known to occur in the Project Area	
Number of special-status species _____.	
Scoring: (Check the one most appropriate.)	
☐	No special-status species occur in Project Area (5 points)
☐	One to five special-status species occur in Project area (3 points)
☐	Six to ten special-status species in Project area (2 points)
☐	More than ten special-status species occur in Project area (No points)
b. Habitat	
Potential effects on special-status species habitat	
☐	No special-status species habitat is known to occur in the Project Area.
☐	Habitat for _____ (enter number of species) special-status species is known to occur in Project Area.
Reference document:	
Scoring: (Check the one most appropriate)	
☐	No special-status species habitat is known to occur in the Project area (5 points)
☐	Habitat for one to five special-status species is known to occur in Project area (3 points)
☐	Habitat for six to ten special-status species is known to occur in Project area (2 points)
☐	Habitat for more than ten special-status species is known to occur in Project area (No points)

c. Cultural Resources	
Scoring: (Check the one most appropriate.)	
☐	Project would provide additional protection to cultural sites (5 points)
☐	Project area has no known cultural sites (4 points)
☐	Identified cultural sites in the Project area will not be affected (3 points)
☐	Project impacts to cultural sites will be mitigated (No points)
☐	Project has unavoidable detrimental impacts to cultural resources (No points, Project application will be returned to Applicant without further consideration)
Reference document:	

3. Project will benefit the Applicant's OHV recreation program by: (Check all that apply)	
☐	Restore or maintain connectivity of trail system by acquiring linkage/in-holdings (10 points)
☐	Providing additional OHV Opportunity (2 points)
☐	Expanding the types of vehicles that can use the OHV Opportunity (2 points)
☐	Protecting private property and land owners adjacent to the proposed acquisition from high levels of sound, trespass, and property damage (2 points)
☐	Resolving conflict related to OHV Recreation (2 points)
Explain each statement that was checked:	
Scoring: Maximum of 14 points	

4. Primary funding source for future development and operation cost will be:	
(Check the one most appropriate)	
☐	Applicant's operational budget (5 points)
☐	Volunteer support and/or donations (3 points)
☐	Other Grant funding (2 points)
☐	OHV Trust Funds (No points)
If "Operational budget" is checked, list reference document(s):	

5. The Project improves facilities that provide motorized access to the following nonmotorized recreation opportunities: (Check all that apply)			
☐	Camping	☐	Birding
☐	Hiking	☐	Equestrian trails
☐	Fishing	☐	Rock Climbing
☐	Other (Specify) _____	☐	
Scoring: 2 points each, up to a maximum of 6 points			

6. The Project was developed with public input employing the following: (Check all that apply)	
☐	Meeting(s) with the general public to discuss Project
☐	Conference call(s) with interested parties
☐	Meeting(s) with stakeholders
Explain each statement that was checked:	
Scoring: 1 point each, up to a maximum of 2 points	

Evaluation Criteria
Development Projects

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

DEVELOPMENT PROJECT CRITERIA

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

1. As calculated on the Project Cost Estimate, the percentage of the Project costs covered by the Applicant is: (Check the one most appropriate)	
☐	76% or more (10 points)
☐	51% - 75% (5 points)
☐	26% - 50% (3 points)
☐	25% (Match minimum) (No points)

2. Natural and Cultural Resources	
a. Species	
Enter the number of special-status species that are known to occur in the Project Area	
Number of special-status species _____.	
Scoring: (Check the one most appropriate)	
☐	No special-status species occur in Project area (5 points)
☐	One to five special-status species occur in Project area (3 points)
☐	Six to ten special-status species in Project area (2 points)
☐	More than ten special-status species occur in Project area (No points)
b. Habitat	
Potential Effects on special-status species habitat	
☐	No special-status species habitat is known to occur in the Project Area.
☐	Habitat for _____ (enter number of species) special-status species is known to occur in Project Area.
Reference document:	
Scoring: (Check the one most appropriate)	
☐	No special-status species habitat is known to occur in the Project Area (5 points)
☐	Habitat for one to five special-status species is known to occur in Project Area (3 points)
☐	Habitat for six to ten special-status species is known to occur in Project Area (2 points)
☐	Habitat for more than ten special-status species is known to occur in Project Area (No points)

c. Cultural Resources	
Scoring: (Check the one most appropriate)	
☐	Project would provide additional protection to cultural sites (5 points)
☐	Project area has no known cultural sites (4 points)
☐	Identified cultural sites in the Project Area will not be affected (3 points)
☐	Project impacts to cultural sites will be mitigated (No points)
☐	Project has unavoidable detrimental impacts to cultural resources (No points, Project application will be returned to Applicant without further consideration)
Reference document:	

3. The Project is designed to provide for diversified use: (Check all that apply)			
☐	ATV	☐	4X4
☐	M.C.	☐	Recreation Utility Vehicle (RUV)
☐	Snowmobile	☐	Dune buggy, rail
☐	Other (Specify)		
Describe the nature of the facilities for each item checked above:			
Scoring: 1 point each, up to a maximum of 6 points			

4. Is there a publicly reviewed and adopted plan that supports the need for the Project?	
☐	No (No points)
☐	Yes (5 points)
Identify plan:	

5. The Project makes substantial use of recycled content building materials such as: • Materials diverted from landfills • Recycled plastic lumber • Fly ash content concrete
No (No points)
Yes (5 points)
Explain “Yes” response:

6. The Project makes substantial use of sustainable technologies such as: • Alternative fuel vehicles and equipment • Repaving with permeable asphalt • Renewable energy sources (e.g., solar, wind) • Low volatile organic compound emission materials (e.g., paint, sealants, carpet) • Practices that meet U.S. Green Building Council LEED Silver standard • Low-flow plumbing fixtures • Water efficient landscaping • Utilizing local building materials	
☐	No (No points)
☐	Yes (4 points)
Explain "Yes" response:	

7. The Project is designed to sustain existing OHV Recreation: (Check the one most appropriate)	
☐	Project directly improves or sustains existing OHV Opportunity (3 points)
☐	Project improves support facilities associated with existing OHV Opportunity (2 points)
☐	Project involves construction of a facility associated with new OHV Opportunity (No points)

8. The Project improves facilities that provide motorized access to the following nonmotorized recreation opportunities: (Check all that apply)			
☐	Camping	☐	Birding
☐	Hiking	☐	Equestrian trails
☐	Fishing	☐	Rock Climbing
☐	Other (Specify) _____	☐	
Scoring: 2 points each, up to a maximum of 6 points			

9. The Project was developed with public input employing the following: (Check all that apply)	
☐	Meeting(s) with the general public to discuss Project
☐	Conference call(s) with interested parties
☐	Meeting(s) with stakeholders
Explain each statement that was checked:	
Scoring: 1 point each, up to a maximum of 2 points	

10. The Project will utilize partnerships to successfully accomplish the Project. The number of partner organizations that will participate in the Project are: (Check the one most appropriate)	
☐	4 or more (4 points)
☐	2 to 3 (2 points)
☐	1 (1 point)
☐	None (No points)
List partner organization(s):	

11. Primary funding source for future operational costs associated with the Project will be:	
(Check the one most appropriate)	
☐	Applicant's operational budget (5 points)
☐	Volunteer support and/or donations (3 points)
☐	Other Grant funding (2 points)
☐	OHV Trust Funds (No points)
If "Operational budget" is checked, list reference document(s):	

12. Offsite Impacts	
Offsite impacts relative to the Project Area (e.g., sound, fugitive dust, runoff) have been addressed:	
☐	No (No points)
☐	Yes (5 points)
Explain "Yes" response:	

13. Does the Project Area contain Riparian/Wetland issues?	
☐	No (10 points)
☐	Yes (if yes – respond to item below)
The Project utilizes the following techniques to prevent damage to, or restore Riparian/Wetland areas: (Check all that apply)	
☐	Re-routes to divert trails away from Riparian/Wetlands areas (2 points)
☐	Well documented evaluation and monitoring strategies (list reference document) (2 points)
☐	Provide bridges instead of wet crossings (2 points)
☐	Provide sanitary facilities (2 points)
☐	Restrict public vehicular access in Riparian/Wetland areas by placing physical barriers (e.g., gates, fences, bollard, boulders) (2 points)
Reference document(s):	

Evaluation Criteria
Education and Safety Program Projects

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

EDUCATION AND SAFETY CRITERIA

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

The Applicant is applying for the following type of Project: (Check the one most appropriate.)	
☐	Education – Applicants shall only respond to items 1, 2, 4, 5, 6, 7, 8, 9, 10 and 11.
☐	Safety – Applicants shall only respond to items 1, 2, 4, 5, 6 ,12, 13, 14, and 15

1. As calculated on the Project Cost Estimate, the percentage of the cost of the Project covered by the Applicant is: (Check the one most appropriate)	
☐	76% or more (10 points)
☐	51% - 75% (5 points)
☐	26% - 50% (2 points)
☐	25% (Match minimum) (No points)

2. For Applicant's OHV Grant Projects which reached the end of the Project performance period within the last two years, the percentage of all deliverables accomplished: (First time Applicants will receive 2 points; past Applicants with no active Grant Projects within the last two years, will receive 2 points.)	
☐	100% of Deliverable accomplished (5 points)
☐	75% to 99% of Deliverables accomplished (3 points)
☐	Less than 75% of Deliverables accomplished (No points)

3. [For Division use only] In the previous year the Applicant has been responsive and communicated effectively with their assigned OHMVR Grant Administrator by phone, email or personal visit. (3 points) (First time Applicants and past Applicants with no active Grant Projects within the last two years, will receive 2 points)

4. The Project will utilize partnerships to successfully accomplish the Project. The number of partner organizations that will participate in the Project are: (Check the one most appropriate.)	
☐	4 or more (4 points)
☐	2 to 3 (2 points)
☐	1 (1 point)
☐	None (No points)
List partner organization(s):	

5. The Project addresses the following types of OHV Recreation: (Check all that apply.)			
☐	ATV (1 point)	☐	4X4 (1 point)
☐	M.C. (1 point)	☐	RUV (Recreation Utility Vehicle) (1 point)
☐	Snowmobile (1 point)	☐	Dune buggy, rail (1 point)
☐	Other (specify): (1 point)		

6. The Project was developed with public input employing the following: (Check all that apply)	
☐	Meeting(s) with the general public to discuss Project
☐	Conference call(s) with interested parties
☐	Meeting(s) with stakeholders
Explain each statement that was checked:	
Scoring: 1 point each, up to a maximum of 2 points	

7. The Project incorporates the following, clearly identifiable and/or measurable, elements: (Check all that apply)	
☐	Process of researching issues and audience (2 points)
☐	Objectives (2 points)
☐	Testing process to ensure actions are effective (2 points)
☐	Plan to implement the Project (2 points)
☐	Evaluation and feedback of the process (2 points)

8. Total number of points of contact the Project is anticipated to reach: (Check the one most appropriate.)	
☐	Greater than 10,000 (4 points)
☐	1,000 to 10,000 (3 points)
☐	100 to 1,000 (2 points)
☐	20 to 100 (1 point)
☐	0 to 20 (No points)

9. Total time a participant will have exposure to the Project's message or training: (Check the one item of highest point value that applies.)	
☐	Greater than 2 hours (4 points)
☐	1 hour to 2 hours (3 points)
☐	5 minutes to less than 1 hour (2 points)
☐	1 minute to less than 5 minutes (A Project for maps will fall under this category) (1 point)
☐	Less than 1 minute (No points)

10. The Project will utilize the following methods of education: (Check all that apply)			
☐	Hands on training	☐	Tool kits
☐	Handouts	☐	Events
☐	Internet messaging/CDs	☐	Signage
☐	Advertising	☐	Radio/TV
☐	Community involvement	☐	Other (Specify)
☐	Public relations/media		
Scoring: 2 point each up to a maximum of 14 points.			

11. The Project provides direct support for delivery of ATV Safety Institute and/or Motorcycle Safety Foundation training. (Check the one most appropriate.)	
☐	No (No points)
☐	Yes (2 points)

12. The Project will utilize personnel trained to the following level:	
☐	Emergency Medical Technician level, or higher (5 points)
☐	First Responder level (2 points)
☐	First Aid and CPR (1 points)
☐	No training (No points)

13. The Project will provide search and rescue as follows: (Check the one most appropriate)	
☐	24 hours, 7 days per week (5 points)
☐	Less than 24 hours, 7 days per week (4 points)
☐	Less than 24 hours, less than 7 days per week (2 points)
☐	On special occasions/events only (No points)

14. The Project will have the majority of personnel trained in the following areas: (Check all that apply)			
☐	Radio communication	☐	Tracking skills
☐	Avalanche rescue	☐	Navigation training
☐	Swift water rescue	☐	ATV certification
☐	Dog handling	☐	Motorcycle certification
☐	Rope skills	☐	4 x 4/Off-Road training
☐	Wilderness search and rescue	☐	Other _____ (Specify)
Scoring: 2 points each up to a maximum of 16 points.			

15. The Project will have resources that are equipped and trained for rescue in the following environmental conditions*: (Check all that apply)	
☐	Type 1 – Extreme Condition (including but not limited to): Altitude (generally 7000 feet+) or Snow, Ice, Desert, Heat, Heavy ground cover, Steep difficult terrain. (2 points)
☐	Type 2 – Rugged Terrain. Rugged conditions, Altitude (generally under 7000 feet), Heat, Cold concerns, Moderate to heavy ground cover. (2 points)
☐	Type 3 – Moderate/Gentle Terrain. Gently rolling terrain, Open spaces, Maintained trailheads, and Agricultural areas. (2 points)
☐	Type 4 – Urban. High traffic, Urban office complexes, man-made surfaces, Public interaction and Park trails. (2 points)

* From the Governor's Office of Emergency Services – Mutual Aid Guidelines, Search and Rescue, Off-Highway Vehicles.

Evaluation Criteria
Ground Operation Projects

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

GROUND OPERATIONS PROJECT CRITERIA

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

1. As calculated on the Project Cost Estimate, the percentage of the cost of the Project covered by the Applicant is: (Check the one most appropriate)	
☐	76% or more (10 points)
☐	51% - 75% (5 points)
☐	26% - 50% (2 points)
☐	25% (Match minimum) (No points)

2. Failure to complete the Project would result in: (Check all that apply)	
☐	Loss of OHV Opportunity (6 points)
☐	Negative impact to cultural sites (2 points)
☐	Damage to special-status species or other sensitive habitat (2 points)
☐	Potential trespass (2 points)
☐	Additional damage to Facilities (1 point)
Explain each statement that was checked:	
Scoring: Maximum of 8 points	

3. The Project would sustain OHV Opportunity by: (Check all that apply)	
☐	Maintaining trail or road tread (5 points)
☐	Installing or repairing erosion control features (3 points)
☐	Providing traffic control and/or educational signage (3 points)
☐	Maintaining multi use (ATV, Dirt Bikes, 4x4, etc) (1 point)
☐	Providing varied levels of riding difficulty (1 point)
Explain each statement that was checked:	

4. The Project was developed with public input employing the following: (Check all that apply)	
☐	Meeting(s) with the general public to discuss Project (1 point)
☐	Conference call(s) with interested parties (1 point)
☐	Meeting(s) with stakeholders (1 point)
Explain each statement that was checked:	
Scoring: Maximum of 2 points	

5. The Project will utilize partnerships to successfully accomplish the Project. The number of partner organizations that will participate in the Project are: (Check the one most appropriate)	
☐	4 or more (4 points)
☐	2 to 3 (2 points)
☐	1 (1 point)
☐	None (No points)
List partner organization(s):	

6. The Project will avoid and/or minimize impact to natural and cultural resources by: (Check all that apply)	
☐	Maintaining physical barriers to control OHV use (1 point)
☐	Protecting water quality (1 point)
☐	Providing bridges instead of wet crossings where appropriate (1 point)
☐	Protecting special-status species (1 point)
☐	Re-routing trails to divert away from riparian/wetlands areas (1 point)
☐	Providing sanitary facilities (1 point)
☐	Protecting cultural site(s) (1 point)
☐	Site design precludes the need for the above measures (7 points)
Explain each statement that was checked:	
Scoring: Maximum of 7 points	

7. The Project incorporates recycled materials by utilizing: (Check all that apply)	
☐	Barrier materials which include recycled content or materials obtained onsite (1 point)
☐	Signs, sign posts or education kiosks which use products with recycled content (1 point)
☐	Erosion control features which use materials with recycled content (1 point)
☐	Paper used for trail maps which includes recycled content (1 point)
☐	Other products with recycled content (Specify): _____ (1 point)

8. The Project makes substantial use of sustainable technologies such as: • Alternative fuel vehicles and equipment • Renewable energy sources (e.g., solar, wind) • Low volatile organic compound emission materials (e.g., paint, sealants, carpet) • Low flow plumbing fixtures • Water efficient landscaping	
☐	No (No points)
☐	Yes (4 points)
Explain “Yes” response:	

9. The Project improves and/or maintains facilities that provide motorized access to the following non-motorized recreation opportunities: (Check all that apply)			
☐	Camping	☐	Birding
☐	Hiking	☐	Equestrian trails
☐	Fishing	☐	Rock Climbing
☐	Other (Specify) _____	☐	
Scoring: 2 points each, up to a maximum of 6 points			

Evaluation Criteria
Planning Projects

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

PLANNING PROJECT CRITERIA

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

1. As calculated on the Project Cost Estimate, the percentage of the Project costs covered by the Applicant is: (Check the one most appropriate)	
☐	76% or more (10 points)
☐	51% - 75% (5 points)
☐	26% -50% (3 points)
☐	25% (Match minimum) (No points)

2. The Planning Project would address the following: (Check all that apply)	
☐	Potential effects of OHV Recreation on special-status species habitats
☐	Potential effects of OHV Recreation on cultural resources
☐	Potential effects of OHV Recreation on soil conditions
☐	Potential effects of OHV Recreation on water quality
☐	Potential effects of OHV Recreation on other recreation uses
☐	Potential effects of OHV Recreation on adjacent lands.
☐	Potential impact to relationships between OHV Recreation and local residents
☐	Toxic or hazardous materials within a Project Area or adjacent property that may impact OHV Recreation
☐	Trail issues such as traffic patterns, trails closures, appropriate uses, etc.
Explain each statement that was checked:	
Scoring:	
☐	6 or more items checked (4 points)
☐	4 to 5 items checked (3 points)
☐	2 to 3 items checked (2 points)
☐	1 or no items checked (No points)

3. The Project would lead to improved facilities that provide motorized access to the following nonmotorized recreation opportunities: (Check all that apply)			
☐	Camping	☐	Birding
☐	Hiking	☐	Equestrian trails
☐	Fishing	☐	Rock Climbing
☐	Other (Specify) _____	☐	
Scoring: 2 points each, up to a maximum of 6 points			

4. The Project proposal was developed with public input employing the following: (Check all that apply)	
☐	Meeting(s) with the general public to discuss Project (1 point)
☐	Conference call(s) with interested parties 1 point)
☐	Meeting(s) with stakeholders (1 point)
Explain each statement that was checked:	
Scoring: Maximum of 2 points	

5. If the Project were approved, the planning process would incorporate substantial stakeholder input:	
☐	No (No points)
☐	Yes (5 points)
If "Yes" explain, specifically, how it would be "substantial".	
Identify stakeholders:	

6. The Project will utilize partnerships to successfully accomplish the Project. The number of partner organizations that will participate in the Project are: (Check the one most appropriate)	
☐	4 or more (4 points)
☐	2 to 3 (2 points)
☐	1 (1 point)
☐	None (No points)
List partner organization(s):	

7. The Planning Project sustains OHV Opportunity in the following manner: (Check all that apply)	
☐	Project will develop management plans for existing OHV Opportunity (4 points)
☐	Project will complete environmental review for an OHV Development Project (3 points)
☐	Project supports development of OHV Opportunities adjacent to population centers (3 points)
☐	Project supports development of OHV Opportunities in areas that lack legal OHV Opportunity (2 points)
☐	Project will develop a system of designated OHV routes for an existing OHV Opportunity (2 points)
Explain each statement that was checked:	

8. Funds for implementing the completed plan have been identified:	
☐	No (No points)
☐	Yes (5 points)
Explain “Yes” response:	
Reference document:	

9. Offsite Impacts	
The Planning Project would address offsite impacts relative to the Project Area (e.g., sound, fugitive dust, runoff):	
☐	No (No points)
☐	Yes (5 points)
Explain “Yes” response:	

Evaluation Criteria
Restoration Projects

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

RESTORATION PROJECT CRITERIA

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

1. As calculated on the Project Cost Estimate, the percentage of the Project costs covered by the Applicant is: (Check the one most appropriate)	
☐	76% or more (10 points)
☐	51% - 75% (5 points)
☐	26% - 50% (3 points)
☐	25% (Match minimum) (No points)

2. Natural and Cultural Resources - Failure to fund the Project will result in adverse impacts to: (Check all that apply)	
☐	Domestic water supply (4 points)
☐	Archeological and historical resources identified in the California Register of Historical Resources or the Federal Register of Historic Places (3 points)
☐	Stream or other watercourse (3 points)
☐	Soils - Site actively eroding (2 points)
☐	Sensitive areas (e.g., wilderness, riparian, wetlands, ACEC) Number of sensitive habitats _____ (2 points each, up to a maximum of 6)
☐	Threatened and Endangered (T&E) listed species Number of T&E species _____ (2 point each, up to a maximum of 6)
☐	Other special-status species* Number of special-status species _____ (1 point each, up to a maximum of 3)
Describe the type and severity of impacts that might occur relative to the checked item(s):	

* See HMP Part 2, Section II.

3. Reason for the Project: (Check the one most appropriate)	
☐	Protect special-status species or cultural site (4 points)
☐	Restore natural resource system damaged by OHV activity (4 points)
☐	OHV activity in a closed area (3 points)
☐	Alternative measures attempted, but failed (2 points)
☐	Management decision (1 point)
☐	Scientific and cultural studies (1 point)
☐	Planning efforts associated with Restoration (1 point)
Reference Document:	

4. Measures to ensure success –The Project makes use of the following elements to ensure successful implementation: (Check all that apply)	
☐	Site monitoring to prevent additional damage
☐	Construction of barriers and other traffic control devices
☐	Use of native plants and materials
☐	Incorporation of universally recognized “Best Management Practices”
☐	Educational signage
☐	Identification of alternate OHV routes to ensure that OHV activities will not reoccur in restored area
Explain each item checked above:	
Scoring: 2 points each	

5. Is there a publicly reviewed and adopted plan (e.g., wilderness designation, land management plans, route designation decisions) that supports the need for the Restoration Project?	
☐	No (No points)
☐	Yes (5 points)
Identify plan:	

6. Primary funding source for future operational costs associated with the Project will be:	
(Check the one most appropriate)	
☐	Applicant’s or Land Manager’s operational budget (5 points)
☐	Volunteer support and/or donations (3 points)
☐	Other Grant funding (2 points)
☐	OHV Trust Funds (No points)
If “Operational budget” is checked, list reference document(s):	

7. The Project was developed with public input employing the following: (Check all that apply)	
☐	Meeting(s) with the general public to discuss Project
☐	Conference call(s) with interested parties
☐	Meeting(s) with stakeholders
Explain each statement that was checked:	
Scoring: 1 point each, up to a maximum of 2 points	

8. The Project will utilize partnerships to successfully accomplish the Project. The number of partner organizations that will participate in the Project are: (Check the one most appropriate)	
☐	4 or more (4 points)
☐	2 to 3 (2 points)
☐	1 (1 point)
☐	None (No points)
List partner organization(s):	

9. Scientific and cultural studies will: (Check all that apply)	
☐	Determine appropriate Restoration techniques (2 points)
☐	Examine potential effects of OHV Recreation on natural or cultural resources (2 points)
☐	Examine methods to ensure success of Restoration efforts (1 point)
☐	Lead to direct management action (1 point)
Explain each item checked above:	

10. The underlying problem that resulted in the need for the Restoration Project has been effectively addressed and resolved:	
☐	No (No points)
☐	Yes (3 points)
Explain “Yes” answer:	

11. Size of sensitive habitats (e.g., wilderness, riparian, wetlands, ACEC) within the Project Area which will be restored:	
(Check the one most appropriate)	
☐	Greater than 10 acres (5 points)
☐	1 – 10 acres (3 points)
☐	Less than 1 acre (1 points)
☐	No sensitive habitat within Project Area (No points)