

**OFF-HIGHWAY MOTOR VEHICLE RECREATION (OHMVR)  
DIVISION**

**GRANTS AND COOPERATIVE AGREEMENTS PROGRAM**

**PROJECT ADMINISTRATION PROCEDURES**

**CHAPTER 3**

# Project Administration Procedures

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## **Section 1: Project Agreements Overview**

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Consistent with California Code of Regulations (CCR), Title 14, Section 4970.70(d), the Off-Highway Motor Vehicle Recreation (OHMVR) Commission (Commission) allocates grants and cooperative agreements program funds and approves activities to be performed (deliverables). The OHMVR Division (Division) prepares and executes Project Agreements to implement the funding allocations and project deliverables.

### **Project Costs/Deliverables (PC/D)**

If the Commission allocates funding for a project in an amount different from the amount requested in the application, the grantee must modify the project costs/deliverables to reflect the amount allocated and any resulting change in project scope.

### **Project Agreements**

The Project Agreement will be executed in the form as set forth in the Appendix, Project Agreement and General Provisions.

The project costs/deliverables and the project application become part of the Project Agreement between the state and the grantee. The Project Agreement sets forth the terms and conditions of the project. Control language (where applicable) imposed by the Commission is part of the Project Agreement.

Initially the grantee receives a copy of the Project Agreement from the Division. The grantee's authorized representative must sign and return this document to the Division for certification. Upon certification by the state, the grantee receives a copy of the certified Project Agreement. The grantee may not submit claims for reimbursement until a state certified Project Agreement is on file.

### **Project Performance Period**

The project performance period begins the date the Division executes (signs) the state certified Project Agreement. Equipment, facilities, operation and maintenance (FO&M), law enforcement, trail maintenance, and OHV safety and/or education program projects expire no later than 18 months after execution of the Project Agreement by the Division. Acquisition, conservation, development, planning, restoration, and scientific research projects expire no later than 3 years after execution of the Project Agreement.

### **Eligible Project Costs**

The following costs are eligible for reimbursement from the OHV Trust Fund:

1. Preliminary costs for contract preparation, acquisition appraisal, and negotiation.

2. Costs for an employee directly engaged in OHV project implementation, subject to the following restrictions:
  - a. Costs must be computed according to the prevailing wage or salary scale, and may include benefits (i.e., vacation, sick leave, and social security contribution) that are customarily charged by the grantee. Personnel benefit charges must be calculated in proportion to the actual time worked on an OHV project.
  - b. Costs charged to an OHV project must be computed on actual time worked on the project, and supported by timesheets and attendance records (describing the work performed on the OHV project).
  - c. Costs for overtime may be allowed under the grantee's established overtime policy provided regular full-time work was devoted to the same project.
3. Costs for consultation services are reimbursable, if paid according to the grantee's customary established method and rate.
4. With prior written approval from the Division, consultant fees may be paid for consulting services of a grantee's employee.
5. Equipment owned by the grantee and used on an OHV project may be charged on a "use" basis provided the equipment was not purchased with OHV Trust Funds. A log or source document must describe work performed, "use" hours, and the log or source document shall be signed by the operator and the operator's supervisor. The "use" rate charged must be equal to that normally charged by the grantee's agency. If the agency does not have an established rate, industry rental rates may be used as a guideline.
6. Supplies and materials may be purchased for a specific OHV project or may be drawn from a central stock, provided they are claimed at a cost no higher than the original purchase price paid by the grantee.
7. The costs charged as supplies and materials, when such supplies or materials are purchased with the intention of building a structure or part of a structure, are capitalized according to the grantee's normal practice or policy. If capitalized, only those costs attributed to the OHV project may be charged to the OHV project.
8. Construction activities, from site preparation (demolition, excavation, grading, etc.) through completion of the structure or facility.
9. Acquisition costs incurred in the acquisition of real property, including the approved purchase price of the property, appraisal, survey, preliminary title report, escrow fee, and title insurance fee.
10. Relocation costs that result from the displacement of a person and/or business, in accordance with Government Code Sections 7260-7277.
11. Grantee insurance premiums for casual riding, hazard, and liability insurance for an OHV facility.
12. Transportation costs for moving equipment, material, and personnel (excluding moving and relocation expenses resulting from changes in assignments).
13. Administrative costs, not to exceed 10% of the total requested grants or cooperative agreements amount, which are attributable to project management. Administrative costs are the costs of functions or activities performed in support of the direct scope of work or activities on the project. Examples of administrative costs include, but are not limited to, costs of personnel, time keeping, accounting, fiscal management, record keeping and/or purchasing.

**OFF-HIGHWAY MOTOR VEHICLE RECREATION (OHMVR) DIVISION  
GRANTS AND COOPERATIVE AGREEMENTS  
PROJECT ADMINISTRATION PROCEDURES**

## **Eligible Costs by Project Type**

### **Acquisition Projects**

Eligible costs for acquisition projects may include, but are not limited to the following: the purchase price of the property, appraisals, escrow fees, title insurance, title report, land survey, title searches and due diligence to determine the property can be used for its intended purpose, including wildlife, habitat, soil, and cultural surveys, and hazardous substance assessments.

### **Conservation Projects**

Eligible costs for conservation projects may include, but are not limited to the following: rerouting of roads or trails to comply with soil standards and wildlife habitat protection programs; construction projects related to conservation such as habitat or cultural resource protection including trails, habitat or cultural resource mitigation including trails, habitat improvement or protection, signing, implementation of best management practices including sediment control structures and stream crossing improvements; WHPP/HMP implementation; monitoring; surveys; and vegetation protection.

### **Development Projects**

Eligible costs for development projects may include, but are not limited to the following: construction of trails, trailheads, staging areas, restrooms, access roads and parking lots, picnic and camping facilities, and competition and spectator facilities; costs for projects to reduce use conflicts; and improvements such as, visitor centers, kiosks, fencing, greenhouses, utilities installation, and storage buildings.

### **Equipment Projects**

Eligible costs for equipment purchases may include, but are not limited to the following: purchase of motorcycles, all-terrain vehicles, four-wheel drive vehicles, snowmobiles, trail dozers, mini-excavators, and sound testing equipment.

Eligible costs for equipment repairs may include, but are not limited to the following: engine replacement, track replacement, and major mechanical overhaul if the grantee determines repairs are more cost effective than the purchase of a new piece of equipment.

### **Facilities Operation and Maintenance (FO&M) Projects**

Eligible costs for facility operation and maintenance projects may include, but are not limited to the following: facility servicing such as painting, cleaning restrooms, and maintaining kiosks; volunteer support and coordination; visitor services (excluding law enforcement); snow plowing; repairs to staging areas or structures; trash collection; purchase of first aid equipment and supplies; map/brochure design and printing; physical barriers and other means of traffic control; purchase of tools and equipment totaling up to \$15,000 (excluding tax); sign boards, information kiosks with a unit cost of up to \$5000 (excluding tax), and regulatory and directional signs; water or sewage treatment system

maintenance and testing; OHV site management; OHV program management; re-roofing; and electrical repairs.

### **Law Enforcement Projects**

Eligible costs for law enforcement projects may include, but are not limited to the following: personnel costs for OHV related law enforcement patrol and search and rescue; training and equipment for OHV related law enforcement patrol and search and rescue; contracts for OHV related law enforcement patrol, including air support; fuel and maintenance for off-highway or dual purpose OHV patrol vehicles; placement of physical barriers and other means to control illegal access; purchase and installation of signs related to OHV law enforcement; and OHV law enforcement outreach, including personnel and educational materials.

### **OHV Safety and/or Education Program Projects**

Eligible costs for safety and/or education program projects may include, but are not limited to the following: safety orientation and training; site rental and insurance; program and school outreach; sound testing stations, first aid stations, safety equipment items such as helmets and chest protective gear, not to exceed \$15,000 in aggregate; responsible riding programs; public service announcements; ATV safety programs; curriculum development; OHV safety or educational handbooks, including vehicle operations, towing, environmental education; and internet site development and other electronic media supporting safety and educational program projects.

### **Planning Projects**

Eligible costs for planning projects may include, but are not limited, to the following: a plan to designate OHV routes and accompanying inventories of recreation uses, plants, animals, cultural resources, and inventories of roads, trails, and routes; a Wildlife Habitat Protection Program (WHPP)/Habitat Management Program (HMP); a plan to address toxic or hazardous waste within an area and adjacent property that may have an impact on the site; a plan to address the potential effects of OHV recreation on adjacent lands, residents, or potential conflict with other recreational use;; environmental documents, including CEQA or NEPA for potential OHV projects; and the preparation of a Recreation Management Plan, OHV Plan, or the OHV portion of a General Plan.

### **Restoration Projects**

Eligible costs for restoration projects may include, but are not limited to the following: restoration of areas and routes damaged by OHV use upon closure to OHV recreation; the costs associated with closed portions of reroutes; law enforcement to enforce closure; monitoring to assure success of closures, vegetation, and soils work; signing and/or brochures at kiosks associated with closures; fencing or barriers used to close an area, trail or road; CEQA or NEPA compliance requirements for the restoration project; project engineering and project-level engineering (“on-the-ground”) administration (not overhead) for the project; and public information and/or education tied directly to the specific restoration project.

### **Scientific Research Projects**

Eligible costs for scientific research projects may include, but are not limited to the following: potential effects of OHV recreation on natural and cultural resources; potential effects of OHV recreation on other recreation uses; potential effects of OHV recreation on adjacent lands; potential impact on relationships between OHV recreation and local residents; technological advances to reduce noise, air, and water pollution from OHVs; geologic survey and slope maps or topographic maps; site surveys for toxic or hazardous waste within an area and adjacent property that may have an impact on the site; and the study of potential acquisitions to determine if there is a need to buffer the effects of OHV activities, and/or to provide future opportunity.

### **Trail Maintenance Projects**

Eligible costs for trail maintenance may include, but are not limited to costs associated with the following: brushing; trail signage; fallen tree removal; tread work related to safety or ease of passage; and snow or trail grooming (e.g. rock rakes, snow grooming, tractor work).

Eligible costs for trail reroutes may include, but are not limited to costs associated with the following: closing the existing trail or trail segment, including restoration activities and replacement of the closed trail segment with superior alignment.

### **Ineligible Project Costs**

Costs associated with the following are ineligible for reimbursement from the OHV Trust Fund:

1. Expenditures outside the project performance period as specified in the state certified Project Agreement.
2. Work or services performed outside of the scope of the state certified Project Agreement.
3. Any interest expense, discount not taken, deficit or overdraft, or bonus payment.
4. Charges for a contingency reserve or other similar reserve.
5. A damage judgment against the grantee arising from the operation, acquisition, construction, or equipping of an area or trail even when determined by judicial process, arbitration, negotiation, etc.
6. Unapproved contract cost overruns that exceed the allowable amount specified in the state certified Project Agreement.
7. Workers' compensation claims.
8. Travel claims when no work time was claimed for the same period.
9. Employee relocation (moving expenses resulting from duty station or assignment change).
10. Charges incurred contrary to the policies and practices of the grantee.
11. Services, materials, or equipment obtained under any other state program.
12. Awards, trophies, or plaques for volunteers.
13. Dispatch/communication support costs..
14. Replacement or repair of equipment not properly secured or maintained.

15. Miscellaneous costs may not be reimbursable. If costs are in question, the grantee should seek clarification from the grant program manager or grant administrator before submitting a payment request.

## **Section 2: Amendments to the Project Agreement**

### **Minor Amendments to the Project Scope**

A minor amendment to a project scope is a change that does not involve a new funding source category. Examples of minor scope amendments include, but are not limited to: minor changes in deliverables within the same funding category, purchases of different supplies, and time extensions.

The grantee must submit any request for a minor change in the scope of a state certified Project Agreement to the Division. The written justification for a change of project scope shall explain the reasons the applicant is requesting an amendment to the Project Agreement and what the new terms of the project will be.

A request for a minor change in the scope of a state certified Project Agreement requires the grantee to submit to the Division a description of the scope of work, a new, complete project costs/deliverable form (PC/D), and evidence of compliance with CEQA, NEPA, and the existing WHPP/HMP.

### **Time Extensions**

A request for a project time extension is considered a minor amendment to the project scope and must be submitted in writing to the Division before the project performance period expires. The request must include compelling justification for the time extension. Time extensions may be granted based on extreme need or uncontrollable circumstances (e.g., weather, unavailable equipment for an extended period of time, natural disasters).

The Division reviews the request for time extension and considers all circumstances described by the grantee. The Division renders a decision within 30 days on all requests for time extensions or a proposed new course of action to complete the work as specified in the Project Agreement. If the Division approves a request for time extension, the grantee shall sign and return to the Division an amendment to the original Project Agreement. The Division forwards the document to the state for certification. Upon certification by the state, the grantee receives a copy of the certified Project Agreement.

### **Major Amendments to the Project Scope**

A major amendment to a project scope is a change in the project deliverables that requires movement of funds from one funding source category to another. An example of a major amendment to a project scope would move the grant or cooperative agreement funding from conservation, a restricted funding category, to facility operations and maintenance, a nonrestricted funding category. (From the Conservation, Enforcement Services Account (CESA) to the (Non CESA account.)

The grantee must submit any request for a major change in the scope of a state certified Project Agreement to the Division. The written justification for a major change of project scope shall explain the reasons the applicant is requesting a major amendment to the Project Agreement and what the new terms will be.

A request for a major change in the scope of a state certified Project Agreement requires the grantee to submit to the Division a description of the new scope of work, a new, complete project costs/deliverable form (PC/D), and evidence of compliance with CEQA, NEPA, and the existing WHPP/HMP. Requests for a major scope change require Commission approval.

If the Commission approves the request for a major change in scope, the grantee shall sign and return to the Division an amendment to the original Project Agreement. The Division forwards the document to the state for certification. The amendment becomes effective when the grantee receives a copy of the state certified amendment.

### **Withdrawal/Project Termination**

Either before or after a project begins, an applicant or a grantee may unilaterally cancel or withdraw a Commission approved project by written notification to the Division.

If the grantee received advanced funds for the cancelled/withdrawn project, the grantee shall return the advanced funds plus accrued interest to the state.

### **Breach of Contract**

Failure of a grantee to comply with the terms of the state certified Project Agreement shall be a breach of contract and void the Division's obligations. If the Division determines failure was due to no fault of the grantee, the amount required to settle any irrevocable obligations properly incurred may be eligible for reimbursement.

### **Project Expiration**

If a grantee does not complete a project within the project performance period specified in the Project Agreement, the grantee shall provide written notification to the Division describing the issues, reasons, or problems that prevented the grantee from completing the project. In addition, the grantee shall submit a written request to the Division to: (1) cease work on the project and return any remaining OHV Trust Funds, or (2) request a time extension to complete the work proposed in the scope of the Project Agreement. In the request for a time extension, the grantee should indicate how the project will be completed in the new timeframe requested.

### **Section 3: Financial Responsibilities**

#### **Development Procedures**

Only expenditures pertaining to development projects approved and identified in the project scope (Project Costs and Deliverables) of the state certified Project Agreement are eligible for reimbursement. Prior to the start of the project, the Division may choose to review and approve plans, specifications, and bid documents for each development project. Plans and specifications must be prepared for each development project as

identified in the project scope. A registered civil or structural engineer or a licensed architect must sign plans for structural items.

The grantee must follow all laws that pertain to public works projects, including the Americans with Disabilities Act (ADA) and Title 24 Disability Codes (for local agencies), prevailing wages (unless it is a force account project), and local health and safety requirements. For all sub-contracted work, a Notice of Completion is required.

## **Accounting Practices**

**Conservation, Enforcement, and Restoration Expenditures** - The Division must account for funding of grants and cooperative agreements by the appropriate funding source; Therefore the grantee shall account for expenses in the appropriate categories. The two categories of funding are Conservation and Enforcement Sub-Account (CESA) and Non-CESA. Activities relating to conservation, law enforcement, and restoration shall be charged to the CESA account, while in general, acquisition, development, equipment, facility operation and maintenance, OHV safety and/or education program, planning, scientific research, and trail maintenance will be charged to the Non-CESA account.

Grantees shall document expenditures for conservation, law enforcement, and restoration. The Division recommends grantees establish a separate expenditure code for each category of expenditure (conservation, law enforcement, and restoration) within a project.

**Record Keeping** - Grantees of OHV Trust Funds are responsible for maintaining fiscal controls and fund accounting procedures based on Generally Accepted Accounting Standards and Principles. Bill of Sale, Bill of Lading or Collection Agreements are some examples of proof that materials or equipment will be received. Invoices are also considered valid proof that materials or equipment have been received. Purchase orders are not considered valid proof that materials or equipment have been received.

**Time Sheets** - The grantee must document all labor, including force account work, on time sheets. Time sheets showing days worked must be signed by a supervisor and must contain appropriate expenditure codes related to the project.

All labor charged to a project, including all match and volunteer time, must be recorded on a time sheet. A detailed logbook may be used in lieu of a timesheet. The supervisor responsible for the employee whose time is entered /must sign entries in the logbook.

**Equipment Use** – Costs associated with personal equipment used for an OHV project may be charged on a use basis. A logbook or source document must describe the operator, work performed, and hours charged to the project. The operator and the operator's supervisor must sign the logbook. The grantee may not charge a use fee for vehicles or equipment purchased with OHV Trust Funds.

**Record Retention** - 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.

**Advances** – All requests for advances must be submitted to the Division on a current Payment Request Form, (DPR 364) accompanied by a written justification to explain the need for an advance. If the advance request is approved by the Division, advances must be placed in a separate interest-bearing account (if the grantee’s agency is legally able to do so). The interest accrued from this account must be documented. The interest earned on the OHV Trust Funds may be spent on the project (subject to Division approval) or be returned to the Division at the end of the project.

### **Payment Requests**

Upon receipt of the state certified Project Agreement, a grantee may complete a Payment Request(DPR Form 364) requesting an advance or reimbursement of funds. In completing a DPR Form 364, the PCA, index, and vendor number may be copied from the state certified Project Agreement form (Certificate of Funding Section). Requests for advance or reimbursement must be submitted on a current DPR Form 364.

All reimbursement costs claimed by the grantee on the payment request form must be supported by invoice, purchase order, canceled warrant, time sheet, transaction register, or by other such records. The supporting materials must be attached to the payment request form. Grantees using force account labor must document expenditures with timesheets.

Grantees are responsible for submitting quarterly billings to the Division no later than February 15<sup>th</sup>, May 15<sup>th</sup>, August 15<sup>th</sup>, and November 15<sup>th</sup> during the life of the grant or cooperative agreement. If quarterly expenditures are less than \$5,000 no billing is required; however, the grantee must submit a report detailing the project status and quarterly expenditures.

All requests for an advance must be supported by a summary list of proposed expenditures for the grantee intends to spend the advance. This amount must match the amount indicated on the payment request form.

### **Final Payment Requests**

A final payment request must be accompanied by a summary of costs that provides detailed information regarding labor by employee and contractor, materials, parts and equipment costs, and overhead expenses. For all sub-contracted work, a Notice of Completion is required and should be included with the final payment request.

The grantee shall submit a payment request marked “final” within 90 days after the completion of the project, or the end of the project performance period, whichever comes first.

## **Section 4: Audits**

Public Resources Code (PRC) Chapter 1.25, Article 3, Section 5090.32 (l) requires the Division to “conduct or cause to be conducted, an annual audit of grants and cooperative agreements, and the performance of any recipient in expending a grant or cooperative agreement made pursuant to Article 5 (commencing with Section 5090.50).” CCR Section 4970.00(i) defines “Audits” as a comprehensive review in accordance with Generally Accepted Auditing Standards of all expenditures or other fiscal and/or programmatic elements of expired Project Agreements funded pursuant to PRC Section 5090.50 for compliance with law, program objectives, and fiscal and/or programmatic soundness of contract, grant and or cooperative agreement. The grantee is required to cooperate with the Division during an audit. The Division will arrange an entrance meeting with the grantee. The grantee will make available to the Division all requested records, documents and files pertaining to the expenditures or other fiscal and/or programmatic elements of the expired project funded by the grant or cooperative agreement.

### **Retention of Financial Accounts, Documents, and Records**

The grantee shall maintain financial accounts, documents, and records for grants or cooperative agreements, and must make these records available to the Department’s auditor. These financial records must be accurate for all grants or cooperative agreements including, but not limited to, receipts, progress payments, invoices, and timecards. The grantee shall retain all financial accounts, documents, and records until a project has been audited to determine compliance with the Project Agreement and deliverables.

### **Inspection of Books, Records, and Reports**

The Division shall reserve the right to inspect and/or make copies of any books, records, or reports of the grantee pertaining to all projects.

### **Copy of Final Audit Report to Grantee**

Upon completion of the Audit, the Department will provide the grantee a copy of the final audit report that shall contain the results of the audit.

If the audit results identify exceptions resulting in refunds due to the State, the grantee must remit the identified refund amount within sixty (60) calendar days of receipt of the audit report to the State.

If the grantee fails to submit the refund payment identified in the audit within 60 days, the refund payment is considered delinquent. A delinquency status may result in withholding of future reimbursement payments to the grantee on other projects until the refund identified in the audit report has been paid in full.

## **Section 5: Performance Reviews and Site Visits**

### **Performance Reviews**

CCR Section 4970.00(rr) defines a “Performance Review” as the ongoing review of an open project to determine progress toward the accomplishment of deliverables including, but not limited to desk reviews of project activity reports (PARs), questionnaires and other methods of inquiry, and or site visits. Performance reviews may take into consideration both past and current performance of the grantee.

### **Site Visits**

The Division may, with a minimum of fourteen (14) calendar days notice, conduct site visits to review the grantee’s project (s). The grantee shall permit site visits by the Division, including a final inspection of the project facilities or other project deliverables to determine if the work performed is in accordance with the approved grant/cooperative agreement project description and the General Terms and Conditions of the grant. The grantee shall also make any programs or plans developed, as a result of a grant/cooperative agreement, available for observation. In the event the Division is not able to provide its own transportation to survey a project, the grantee shall make every effort to provide equipment that may be necessary to conduct the site visit and include a person dedicated to providing a tour of the project. Site visits may also be conducted prior to submission of a grant/cooperative agreement application.

### **Site Visits – Final Report**

The Division shall issue a site visit report based on the site visits. The report shall contain comments and recommendations designed to improve the grantee’s project(s). Upon receipt of a site visit report, the grantee shall have thirty (30) days to provide a response to the Division and to address the comments and recommendations that were made.

If the grantee is applying for OHV Trust Funds in the next grants and cooperative agreements cycle, the grantee (applicant) shall incorporate into the grants or cooperative agreements application, in the PAR OHV Accomplishment Summary, the applicant's responsive corrections to the Division's staff comments and recommendations identified in the most recent site visit report, provided that the applicant received the report 60 days prior to the application filing deadline. The grantee is expected to demonstrate, to date, efforts achieved and progress made to address and complete the deliverables.

### **How To Contact the OHMVR Division**

All inquiries and correspondence related to the grant or cooperative agreement project shall be addressed to:

(Name), Grant Administrator  
California Department of Parks and Recreation  
Off-Highway Motor Vehicle Recreation (OHMVR) Division

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GRANTS AND COOPERATIVE AGREEMENTS  
PROJECT ADMINISTRATION PROCEDURES**

PO Box 942896  
Sacramento, CA 94296-0001

Telephone inquiries should be made directly to a specific grant administrator. General inquiries should be directed to: (916) 324-4442 or fax (916) 324-1610 or e-mail: [ohvinfo@parks.ca.gov](mailto:ohvinfo@parks.ca.gov).