

**CALIFORNIA STATE PARKS**  
**Off-Highway Motor Vehicle Recreation Division**

**2008 GRANTS AND COOPERATIVE AGREEMENTS**  
**PROGRAM REGULATIONS - APPENDIX**  
(Rev.1/4819)

## APPENDIX

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## 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

Does the proposed Project include a request for funding for CEQA and/or NEPA document preparation prior to implementing the remaining Project Deliverables (i.e., is it a two-phased Project pursuant to Section 4970.06.1(b)). . . . .  YES  NO

*If YES, stop here. A subsequent ERDS shall be prepared prior to the OHMVR Division approval of the second Project phase if an NOD has not been filed at that time.  
 If NO, continue to ITEM 3*

### ITEM 3

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

*If YES, complete ITEMS 4 – 10. If unsure, mark YES and complete ITEMS 4 – 10.  
 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 change in the environment, or a reasonably foreseeable indirect physical change in the environment, and are thus not a "Project" under CEQA.
- Other. Explain why proposed activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and are thus not a "Project" under CEQA. E.g., Project activities involving heavy equipment, grading, etc. typically are considered a project under CEQA.  
*DO NOT complete ITEMS 4 – 10.*

**NOTE:** If the proposed activities are considered a "Project" under CEQA Guidelines Section 15378, the Applicant must provide an explanation for answers to ITEMS 4 – 10. 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 4 – 10, 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 4

Evaluate the impact of this Project on wetlands, navigable waters, ~~and sensitive habitats and~~ special-status species (including threatened and endangered species), and sensitive habitats. All Applicants must address all California special-status species that have the potential to occur in the Project Area:

## ENVIRONMENTAL REVIEW DATA SHEET (ERDS)

### ITEM 5

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 6

Discuss whether the proposed Project could have a significant effect on the environment due to substantial soil erosion or the loss of topsoil:

### ITEM 7

Discuss the potential for damage to scenic resources within the viewshed of a highway officially designated as a state scenic highway:

### ITEM 8

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](http://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 9

Would the proposed Project have potential for any substantial adverse impacts to historical or cultural resources? . . . . .  YES  NO

*Discuss the potential for the proposed Project to have any substantial adverse impacts to historical or cultural resources:*

### ITEM 10

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 2 - RISK ANALYSIS, MANAGEMENT PROGRAM, AND REPORTING)**

APPLICATION YEAR:

APPLICANT TYPE / NAME:

Is this Application supported by a HMP submitted by another Applicant? . . . . .  YES  NO  
Identify Applicant submitting HMP: \_\_\_\_\_

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**

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

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

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

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

Table 1. Summary of HMP Changes	
Change From Previous Year	Section Where Change Occurs

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

Whenever the HMP relies on a 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 Rare Plant Rank 1A-4 (CRPR)
- United States Forest Service Management Indicator Species "MIS" (FSMIS)
- Bureau of Land Management "MIS" (BLMMIS)
- Species of local concern and any other that the Grant or Cooperative Agreement Applicant has determined shall be included in the HMP (SLC)

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

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

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

**Addressed by HMP?** – Indicate whether the species or habitat is addressed in the HMP. If not, explain why. If the species could potentially be affected by any Project activities 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 Wildlife (CDFW) produces complete lists of "special" plants and animals, which are updated as part of the California Natural Diversity Data Base (CNDDDB). Subscribers to CNDDDB receive the list data as part of their subscription. The lists can also be obtained from the CDFW website at: <http://www.wildlife.ca.gov>. Other useful California species lists can also be found at this website.

## 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 <sup>1</sup>	Habitat	Potential for Occurrence <sup>2</sup>	Addressed by HMP? If not, explain why? <sup>3</sup>

<sup>1</sup>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	CRPR	California Rare Plant Rank 1A-4
FSS	USFS Sensitive Species	FSMIS	USFS Management Indicator Species
BLMSS	BLM Sensitive Species	BLMMIS	BLM Management Indicator Species
SE	State Endangered	SLC	Species of Local Concern and any other the Applicant has determined shall be included in the HMP
ST	State Threatened		
SPE/T	Species proposed for state listing as endangered or threatened		

<sup>2</sup>Potential for occurrence could be based upon presence or absence of suitable habitat, incidental observations, and/or survey results.

<sup>3</sup>Examples of reasons to exclude species from the HMP include:

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



## 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. Attach all relevant maps to the HMP. Maps must be in an electronic format, such as JPEG or PDF files.

## 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.

**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.

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

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

**Tables 4a. and b:** Summary of HMP Monitoring Program

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

Complete Table 4b if applicable per instructions below.

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

**Table 4a. Summary of HMP Monitoring Program**

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

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

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

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

~~**Identify Any Applicable Validation Monitoring (Focused Studies)** – *“Validation Monitoring.”* uses scientific studies that determine whether the underlying management assumptions are correct (e.g., “Have the appropriate concerns and risks been identified? Does meeting the management objectives ensure that OHV activities are not adversely affecting populations of species x?”). Describe any studies being conducted to determine whether the underlying management assumptions are correct (Validation Monitoring). Monitoring must relate directly to the project area and species/habitat. Be specific as to applicability. For most projects this column is not applicable.~~

Table 4a. Summary of HMP Monitoring Program			
Species/ Habitat	<u>OHV Effects</u> <del>Change</del> Detection Methodology	<u>Management Action</u> Effectiveness Monitoring Methodology, Including Triggers	<u>Identify any Applicable</u> <del>Validation Monitoring (Focused</del> <del>Studies)</del> <u>Triggers for</u> <u>Management Change</u>

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

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

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

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

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

<b>Table 4b. Validation Monitoring (if applicable)</b>	
<b>Species/ Habitat</b>	<b>Identify any Applicable Validation Monitoring</b>

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

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

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

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

**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 4a, Column 3.

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

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

<b>Table 5. Management Review and Response; Adaptive Management</b>				
<b>Monitoring Methodology</b> (from Table 4a., Columns 2 and 3 and Table 4b., Column 2)	<b>How Monitoring Information <del>Data</del> w<del>ill</del> <u>Be Analyzed</u> and Used to Inform Management</b>	<del>How Data Will Be Analyzed</del>	<b>Management Response to Identified Triggers</b> (from Table 4a., Column 4)	<del>Who Will Plan Management Response</del>

## 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 under the previous year's HMP. Discussion must be directly related to each monitoring method listed in Table 5, Column 1 of the previous year's HMP.

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

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

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

Table 6. Previous Year's Monitoring Results		
Monitoring Accomplishments (List 3 Methodologies listed in previous year's Table 5, Column 14a)	Results	Were Objectives and Success Criteria Achieved? (from Table 3)

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

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

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

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

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

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

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

## 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

## Soil Conservation Plan (SCP)

APPLICATION YEAR:

APPLICANT NAME:

### PART 1. DETERMINE THE NEED FOR FULL SCP

**All Applicants submitting Projects involving Ground Disturbing Activities shall submit a SCP that clearly identifies what proposed Project(s) will be addressed and how the Soil Conservation Standard will be achieved for each proposed Project. The Soil Conservation Plan must cover the combined Project Area of all proposed Projects with Ground Disturbing Activities.**

Applicants able to certify that none of the proposed activities listed in the Application in areas open to legal OHV Recreation have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability, shall submit SCP Part 1. Applicants who cannot certify that the proposed activities listed in the Application in areas open to legal OHV Recreation have no potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability shall submit SCP 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 have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability? . . . . .  YES  NO

*If YES, complete only SCP PART 1*

*If NO, complete ~~SCP PARTS 1 and 2~~ a soil conservation plan (refer to section 4970.06.3.)*

### PART 2. SOIL CONSERVATION PLAN

~~Protocol for assessment and maintenance:~~

~~Protocol for monitoring:~~

~~Monitoring and soil conservation standard compliance report:~~

~~Development Project for new facilities:~~

~~Attachment:~~



### 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 to receive grant funding from the Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project;

NOW, THEREFORE, BE IT RESOLVED that the ..... hereby:  
(Applicant's Governing Body)

1. Approves the ~~filing receiving of an Application(s)~~ grant funding for an from the Off-Highway Vehicle Grant or Cooperative Agreement Program; 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/SUPPLIER ID:		FUND DESCRIPTION:	
<u>INDEX REPORTING STRUCTURE:</u>	<u>OBJECT CODE ACCOUNT:</u>	<u>PCA ACTIVITY:</u>	CONTRACT AMOUNT:		<u>APPROPRIATION PROGRAM:</u>
ITEM:		CHAPTER:	STATUTE ENY:		FISCAL YEAR:
<u>BU:</u>	<u>REF:</u>	<u>FUND:</u>	<u>ENY:</u>	<u>FISCAL YEAR:</u>	

*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** **(United States Federal Agencies)**

### **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.

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 or Force Account Schedule are approved by the State, the State shall have no obligations to make Grant payments for the work or any construction which is commenced.
4. The Federal Agency shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Federal Agency shall complete the development work in accordance with the State approved development plans, specifications, and estimates or Force Account Schedule.
5. The Federal Agency shall make property or facilities acquired and/or developed pursuant to this Project Cooperative Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.

6. If the Project includes acquisition of real property the acquisition shall be in accordance with the terms of Title II and Title III, 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 hereto 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, expressed or implied, to bind the other party to any obligation except as may be authorized by this agreement.
11. All real property acquired or improvements constructed under this Project Cooperative Agreement shall be and will remain the property of the Federal Agency, but shall remain available for off-highway vehicle use in accordance with the Federal Agency Project Plan, the Off-Highway Motor Vehicle Act of 2003 and its implementing regulations, and the Application.

C. Project Costs

1. The Cooperative Agreement moneys to be provided to the Federal Agency under this Project Cooperative Agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount set forth on page 1 of this agreement, whichever is less:
2. If the Project includes acquisition of real property, under the authority of the Act of October 10, 1978 (P.L. 95-442; 92 Stat. 1065), the State shall disburse to Federal Agency the Grant moneys as follows, but not to exceed in any event the allowable Project costs for acquisition or the State funds amount allocated for acquisition as set forth on page 1 of this Project agreement, whichever is less.

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.

Federal Agency, upon showing that the Project may not proceed without advance funding, may request advance payment of those funds needed up to a maximum of ninety (90) percent of the State Grant amount allocated for development as shown on page 1 of this agreement, upon receipt and approval by State of plans, specifications and estimates or Force Account Schedule 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.

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 funds 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 if they are legally able to do so, setting up and identifying such account prior to the advance, interest earned on Grant moneys shall be used on the Project or paid to the State.
5. If Cooperative Agreement moneys are advanced and not expended, the unused portion of the advance or that portion of the advance which is in excess of the Project cost, whichever is the larger amount, shall be returned to the State within one hundred twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.
6. The Federal Agency will, provide and maintain a sign on the Project site that 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 and is not part of the total project cost.

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 and reimbursement to the State of any Grant moneys already provided to the Federal Agency. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgement of the State such failure was due to no fault and beyond the control of the Federal Agency to prevent mitigate or remedy such default.
3. Because the benefit to be derived by the State, from the full compliance by the Federal Agency 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 Federal Agency agrees that

payment by the Federal Agency to the State of an amount equal to the amount of the Grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Federal Agency of this agreement.

4. The Federal Agency further agrees therefore, that the appropriate remedy in the event of a breach by the Federal Agency of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this agreement, or any portion thereof, which is due to no fault and beyond the control of the Federal Agency to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this agreement.

#### F. Indemnification

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 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 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 Federal Agency shall maintain and make available for inspection by the State at reasonable times accurate financial accounts, documents, and records for three (3) years from the expiration date of the Project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years 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 agreement shall be used by the Federal Agency only for the purpose for which the State Cooperative Agreement 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 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 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 that the reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Cooperative Agreement.

J. Application Incorporation

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

K. Severability

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

L. Governing Law

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

## **Project Agreement General Provisions (Federal Agencies Other Than Forest Service)**

### **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 extent 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 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 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~~

- ~~1. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, and the United States.~~
- ~~2. Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.~~

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

### ~~A. Definitions~~

- ~~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 1 of the Project Agreement and under the terms and conditions set forth in this Project Cooperative Agreement. Subject to the availability of funds, the Forest Service agrees to furnish any additional amounts in excess of that stated in the Project Agreement that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval prior to disbursement of funds.~~
- ~~2. The Forest Service agrees to execute and complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.~~
- ~~3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Forest Service proceeding with the Project. Unless the development plans, specifications and estimates or Force Account Schedule are approved by the State, the State shall have no obligation to make payments for the work or any construction which is commenced.~~
- ~~4. The Forest Service shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Forest Service shall complete the development work in accordance with the State approved development plans, specifications, and estimates or Force Account Schedule.~~
- ~~5. The Forest Service shall make property or facilities acquired and/or developed pursuant to this Project Cooperative Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.~~

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

#### ~~C. Project Costs~~

~~The funds moneys to be provided the Forest Service under this Project Cooperative Agreement shall be disbursed as follows:~~

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

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

- ~~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 the Forest Service upon receipt and approval by the State of a statement of incurred costs from the 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 the 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. ~~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.~~

#### ~~G. 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.~~

#### ~~H. Nondiscrimination~~

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

#### ~~I. Application Incorporation~~

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

#### ~~J. 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.~~

#### ~~K. 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.~~
- ~~2. Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during performance period.~~



## **Project Agreement General Provisions (Nonfederal Applicants 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 and its General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

### B. Project Execution

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

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. 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.

- ~~3.4.~~ The Grantee shall make property or facilities acquired and/or developed pursuant to this agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.

~~4.5.~~ 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.

~~5.6.~~ If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. 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

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

~~4.~~ ~~2.~~ 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. Funds for acquisition shall only be released into an escrow account established for the acquisition.~~The State may elect to make disbursement for deposit into escrow.~~

~~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.~~

~~2. 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 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 if they are able to do so, setting up and identifying such account prior to the advance, interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

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

- ~~3.4.~~ 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. The Grantee 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).

- ~~5.6.~~ Equipment must be used solely for OHV related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes, and is not part of the total project cost.

#### E. Project Termination

1. The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder and reimbursement to the State of any Grant moneys, already provided to the Grantee. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy.
- ~~3. 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.~~

3. 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.
4. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this agreement.

F. Hold Harmless

1. 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 for inspection all financial accounts, documents, and records for three (3) years from the expiration date of the Project Agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed, and a report published and any Audit findings are resolved and/or payment or other correction made with regard to any Audit findings contained in the final Audit report.
2. During regular office hours each 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 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.

~~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. Use of the Project 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.

~~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

~~4. 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

~~4. 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.

2. Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.

2-3. Grantee shall comply with all Grant and Cooperative Agreements program regulations that are applicable during the performance period.

**ADVANCE JUSTIFICATION REQUEST**

GRANTEE: \_\_\_\_\_ ADVANCE REQUEST #: \_\_\_\_\_  
 PROJECT TITLE: \_\_\_\_\_ PROJECT AGREEMENT #: \_\_\_\_\_  
 PROJECT PERFORMANCE PERIOD: \_\_\_\_\_ TO \_\_\_\_\_ PAYMENT REQUEST PERIOD: \_\_\_\_\_ TO \_\_\_\_\_

**JUSTIFICATION EXPLAINING THE NEED FOR THE ADVANCE:**

---

**PLANNED EXPENDITURES: (fill in below)**

CATEGORY	AMOUNT	PLANNED PROJECT ACTIVITIES
Staff	\$ -	
Contracts	\$ -	
Materials/Supplies	\$ -	
Equipment Use Expenses	\$ -	
Equipment Purchases	\$ -	
Other	\$ -	
Indirect	\$ -	
<b>Total Advance Request</b>	\$ -	

**AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NOTE:** This form does not replace the DPR 364 (Payment Request Form). The DPR 364 is still required in addition to this form.

**Subsequent Advances Require :**

- An Expenditure Workbook with supporting fiscal source documents (paid invoices, receipts, Payroll/labor reports, etc.) that provide for how the first advance was spent .
- A Project Accomplishment Report (PAR) that demonstrates Project activities/accomplishments from the prior advance. This includes GPS coordinates, photos (before and after where applicable), maps and/or any electronic data (such as .shp, .gpx or .kml files) of Project Areas where activities were conducted, as applicable.

**OHMVR DIVISION APPROVAL:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## EXPENDITURE WORKBOOK - ADVANCE

**GRANTEE:** \_\_\_\_\_ **EXPEND REPORT FOR ADVANCE #:** \_\_\_\_\_  
**PROJECT TITLE:** \_\_\_\_\_ **PROJECT AGREEMENT NUMBER:** \_\_\_\_\_  
**PERFORMANCE PERIOD:** \_\_\_\_\_ to \_\_\_\_\_ **EXPENDITURE REPORT PERIOD:** \_\_\_\_\_ to \_\_\_\_\_

Grant Expenses Reported:		Amount to be applied to MATCH requirements:	
CATEGORY	AMOUNT	CATEGORY	AMOUNT
Staff	-	Staff	-
Contracts	-	Contracts	-
Materials / Supplies	-	Materials / Supplies	-
Equipment Use Expense	-	Equipment Use Expense	-
Equipment Purchase	-	Equipment Purchase	-
Other	-	Other	-
Indirect Costs	-	Indirect Costs	-
<b>TOTAL REIMBURSEMENT</b>	<input style="width: 100px;" type="text"/>	<b>TOTAL MATCH</b>	<input style="width: 100px;" type="text"/>

**GRANT ALLOCATION TO ADVANCES:** ENTER GRANT ALLOCATION AND ADVANCES TO SEE WHAT YOUR YEAR-TO-DATE BALANCES AND PERCENTAGES WILL BE (The current expenditure report will auto-fill from the "Grant Chgs" tab):

Grant	Staff	Contracts	Materials/Supplies	Equipment Use Expense	Equipment Purchase	Other	Indirect Costs	Total
<b>Allocation</b>								
Adv 1								\$ -
Adv 2								\$ -
Adv 3								\$ -
Adv 4								\$ -
<b>Total Advanced</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Balance - Grant Allocation to Advances</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**GRANT EXPENDED:** ENTER PRIOR REPORTED EXPENDITURES TO SEE WHAT YOUR YEAR-TO-DATE PERCENTAGES AND GRANT BALANCE WILL BE (The current expenditure report will auto-fill from the "Grant Chgs" tab):

Expenditures Reported	Staff	Contracts	Materials/Supplies	Equipment Use Expense	Equipment Purchase	Other	Indirect Costs	Total
Adv 1 Expend								\$ -
Adv 2 Expend								\$ -
Adv 3 Expend								\$ -
Current Grant Expend Report	-	-	-	-	-	-	-	\$ -
<b>Total Grant Expend</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Balance - Advances to Expenditures</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**MATCH:** ENTER PRIOR REPORTED MATCH TO SEE WHAT YOUR YEAR-TO-DATE PERCENTAGES WILL BE (The current match reported will auto-fill from the "Match Chgs" tab):

Match Reported	Staff	Contracts	Materials/Supplies	Equipment Use Expense	Equipment Purchase	Other	Indirect Costs	Total
Adv 1 Match								\$ -
Adv 2 Match								\$ -
Adv 3 Match								\$ -
Current Match Report	-	-	-	-	-	-	-	\$ -
<b>Total Match</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

MINIMUM MATCH REQUIRED:  ←

**PROJECTED GRANT/MATCH PERCENTAGES**

Grant Expenses to Date:   
 Match to Date:   
**TOTAL PROJECT COSTS TO DATE:**   
**MINIMUM MATCH REQUIRED:**   
*Calc'd from Grant Expenses to Date:*  
**Over or Under Match:**

**INDIRECT Year-to-Date Calculation**

**Indirect Cannot Exceed 15% of Direct Grant Funds**  
**Max Indirect Allowable to Date (Grant + Match):**   
**Total Grant Indirect + Match Indirect to Date:**   
**Over or Under 15% Indirect:**

**GRANT EXPENDITURES APPLIED FROM ADVANCES**

*EXPENDITURE REPORT PERIOD*

PROJECT AGREEMENT NUMBER: \_\_\_\_\_ TO \_\_\_\_\_

EXPEND REPORT FOR ADVANCE #: \_\_\_\_\_

PROJECT ACCOMPLISHMENT REPORT ATTACHED:

PROJECT TITLE: \_\_\_\_\_

GRANTEE PROJECT NOTES:  
 \_\_\_\_\_

ENTER ALL PROJECT RELATED COSTS THIS PAYMENT REQUEST PERIOD AND REFERENCE THE ATTACHED ORIGINATING SOURCE DOCUMENTS IN NUMERICAL ORDER:

Staff Charges	Attach #	Notes	Contracts	Attach #	Notes	Materials/Supplies	Attach #	Notes	Equipment Use Expense	Attach #	Notes	Equipment Purchase	Attach #	Notes	Other	Attach #	Notes	Indirect Costs	Notes	
\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-	

TOTAL GRANT COSTS WITHIN EXPENDITURE PERIOD:	\$	-
TOTAL MATCH WITHIN EXPENDITURE PERIOD:	\$	-
TOTAL PROJECT COSTS WITHIN EXPENDITURE PERIOD:	\$	-

INDIRECT MATCH WITHIN EXPENDITURE PERIOD :	\$	-
TOTAL GRANT INDIRECT + MATCH INDIRECT WITHIN EXPENDITURE PERIOD: <small>(Cannot Exceed 15% of direct grant funds at Project Close)</small>	\$	-





## EXPENDITURE WORKBOOK - REIMBURSEMENT

GRANTEE: \_\_\_\_\_  
 PROJECT TITLE: \_\_\_\_\_  
 PERFORMANCE PERIOD: \_\_\_\_\_ to \_\_\_\_\_

CURRENT PAYMENT REQUEST #: \_\_\_\_\_  
 PROJECT AGREEMENT NUMBER: \_\_\_\_\_  
 PAYMENT REQUEST PERIOD: \_\_\_\_\_ to \_\_\_\_\_

Amount to be REIMBURSED:		Amount to be applied to MATCH requirements:	
CATEGORY	AMOUNT	CATEGORY	AMOUNT
Staff	-	Staff	-
Contracts	-	Contracts	-
Materials / Supplies	-	Materials / Supplies	-
Equipment Use Expense	-	Equipment Use Expense	-
Equipment Purchase	-	Equipment Purchase	-
Other	-	Other	-
Indirect Costs	-	Indirect Costs	-
<b>TOTAL REIMBURSEMENT</b>	<input style="width: 50px;" type="text"/>	<b>TOTAL MATCH</b>	<input style="width: 50px;" type="text"/>

GRANTEE PROJECT NOTES:

**GRANT:** ENTER PRIOR APPROVED REIMBURSEMENT PAYMENTS AND GRANT ALLOCATION (AWARD) BY COST CATEGORY TO SEE WHAT YOUR YEAR-TO-DATE PERCENTAGES AND GRANT BALANCE WILL BE *(The current reimbursement request will auto-fill from the "Grant Chgs" tab):*

Payment Request #	Staff	Contracts	Materials/Supplies	Equipment Use Expense	Equipment Purchase	Other	Indirect Costs	Total
1								\$ -
2								\$ -
3								\$ -
4								\$ -
5								\$ -
6								\$ -
Current Request	-	-	-	-	-	-	-	\$ -
<b>Total Grant Reimb</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Allocation								\$ -
Grant Balance To Date	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**MATCH:** ENTER PRIOR MATCH AS REPORTED WITH APPROVED PAYMENTS TO SEE WHAT YOUR YEAR-TO-DATE PERCENTAGES WILL BE *(The current match reported will auto-fill from the "Match Chgs" tab):*

Payment Request #	Staff	Contracts	Materials/Supplies	Equipment Use Expense	Equipment Purchase	Other	Indirect Costs	Total
1								\$ -
2								\$ -
3								\$ -
4								\$ -
5								\$ -
6								\$ -
Current Request Match	-	-	-	-	-	-	-	\$ -
<b>Total Match</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

MINIMUM MATCH REQUIRED:  ←

**PROJECTED GRANT/MATCH PERCENTAGES**

Grant Expenses to Date:   
 Match to Date:   
**TOTAL PROJECT COSTS TO DATE:**   
**MINIMUM MATCH REQUIRED:**   
Calc'd from Grant Expenses to Date:  
**Over or Under Match:**

**INDIRECT Year-to-Date Calculation**

**Indirect Cannot Exceed 15% of Direct Grant Funds**

Max Indirect Allowable to Date *(Grant + Match):*   
**Total Indirect Grant + Indirect Match to Date:**   
**Over or Under 15% Indirect:**



**PROJECT MATCH EXPENDITURES**

*PAYMENT REQUEST PERIOD*

PROJECT AGREEMENT NUMBER: \_\_\_\_\_

TO \_\_\_\_\_

CURRENT PAYMENT REQUEST #: \_\_\_\_\_

PROJECT ACCOMPLISHMENT REPORT INCLUDES MATCH:

PROJECT TITLE: \_\_\_\_\_

GRANTEE PROJECT NOTES:  
\_\_\_\_\_

ENTER ALL PROJECT RELATED MATCH COSTS FOR THIS PAYMENT REQUEST PERIOD AND REFERENCE THE ATTACHED ORIGINATING SOURCE DOCUMENTS IN NUMERICAL ORDER:

Staff Charges	Attach #	Notes	Contracts	Attach #	Notes	Materials/Supplies	Attach #	Notes	Equipment Use Expense	Attach #	Notes	Equipment Purchase	Attach #	Notes	Other	Attach #	Notes	Indirect Costs	Notes
\$ -			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -	

TOTAL MATCH TO REPORT FOR REQUEST PERIOD:	\$ -
TOTAL GRANT FOR REQUEST PERIOD:	\$ -
TOTAL PROJECT COST:	\$ -

REQUEST PERIOD INDIRECT GRANT:	\$ -
TOTAL MATCH INDIRECT + GRANT INDIRECT THIS REQUEST PERIOD: <small>(Cannot Exceed 15% of direct grant funds at Project Close):</small>	\$ -

## PAYMENT REQUEST

Complete the following with the information from the Project Agreement:

PROJECT AGREEMENT NUMBER: \_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_ PCA ACTIVITY: \_\_\_\_\_ STATUTES ENY: \_\_\_\_\_

GRANTEE: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_ VENDOR NUMBER SUPPLIER ID: \_\_\_\_\_

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. PROJECT EXPENDITURE AND MATCH DOCUMENTATION SUBMITTED FOR THIS REQUEST:

a. Amount to be REIMBURSED / ADVANCED:	b. Amount applied to MATCH requirement:
<b>CATEGORY</b>	<b>CATEGORY</b>
<b>AMOUNT</b>	<b>AMOUNT</b>
Staff \$ _____	Staff \$ _____
Contracts \$ _____	Contracts \$ _____
Materials / Supplies \$ _____	Materials / Supplies \$ _____
Equipment Use Expense \$ _____	Equipment Use Expense \$ _____
Equipment Purchase \$ _____	Equipment Purchase \$ _____
Other \$ _____	Other \$ _____
Indirect Costs \$ _____	Indirect Costs \$ _____
<b>TOTAL REIMBURSEMENT / ADVANCE</b> \$ _____	<b>TOTAL MATCH</b> \$ _____

6. PAYMENT INFORMATION:

a. TOTAL GRANT AMOUNT ..... \$ \_\_\_\_\_

b. REIMBURSEMENTS REQUESTED TO DATE ..... \$ \_\_\_\_\_

c. CURRENT AMOUNT AVAILABLE (6a. minus 6b.) ..... \$ \_\_\_\_\_

d. **REIMBURSEMENT/ADVANCE AMOUNT** (From step 5.a.) ..... \$

e. REMAINING GRANT FUNDS AVAILABLE (6c. minus 6d.) .... \$ \_\_\_\_\_

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: > \_\_\_\_\_ **SIGNATURE** (Authorized Representative) \_\_\_\_\_ DATE: \_\_\_\_\_

9. STATE APPROVAL: > \_\_\_\_\_ DATE: \_\_\_\_\_

10. **SUBMIT REQUEST TO:** CALIFORNIA DEPARTMENT OF PARKS AND RECREATION  
 OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION  
 ATTENTION: <Name of your Grant Administrator>  
 1725 23rd STREET, SUITE 200  
 SACRAMENTO, CA 95816-7100

# PROJECT ACCOMPLISHMENT REPORT (PAR) - GROUND OPERATIONS

(MUST BE SUBMITTED WITH EACH PAYMENT REQUEST)

GRANTEE: \_\_\_\_\_

PAYMENT REQUEST #: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

PROJECT AGREEMENT #: \_\_\_\_\_

ACTIVITY PERIOD: \_\_\_\_\_ TO \_\_\_\_\_

**1. Routes and areas where work was completed (including number of acres/miles):**

Routes/Areas	Acres	Miles	Hours Worked	Work Completed

**2. Provide a brief summary of any accomplishments that are not covered above:**

\_\_\_\_\_

**3. Are you currently trending to spend all of your funds?** Yes  No

**4. Are you currently trending to meet your match requirement?** Yes  No

**5. If indirect costs are included, please describe how costs were applied:**

\_\_\_\_\_

**6. Was equipment purchased? (unit acquisition cost of at least \$1,000):** Yes  No

If yes, please list below and describe how the unit was used:


Note: Photos for each piece of equipment purchased must be included showing the "OHV Funds at Work" sticker and the vin/serial numbers. Please put photos on a word document and turn them in with this document.

**7. Are before and after pictures, representative of your project with GPS Coordinates, included?** Yes  No

Note: Please put photos on a word document and turn them in with this document.

**8. Final Payment Requests Only - If funds were not completely expended, please include the amount and explain:**

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## PROJECT ACCOMPLISHMENT REPORT (PAR) - DEVELOPMENT

(MUST BE SUBMITTED WITH EACH PAYMENT REQUEST)

GRANTEE: \_\_\_\_\_

PAYMENT REQUEST #: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

PROJECT AGREEMENT #: \_\_\_\_\_

ACTIVITY PERIOD: \_\_\_\_\_ TO \_\_\_\_\_

**1. Provide a summary of accomplishments:**

**2. List how many staff hours were worked:** \_\_\_\_\_

**3. List how many contractor hours were worked:** \_\_\_\_\_

**4. Were materials and supplies purchased?** Yes  No

If yes, please list what items were purchased:

**5. Are you currently trending to spend all of your funds?** Yes  No

**6. Are you currently trending to meet your match requirement?** Yes  No

**7. If indirect costs are included, please describe how costs were applied:**



**8. Was equipment purchased? (unit acquisition cost of at least \$1,000):** Yes  No

If yes, please list below and describe how the unit was used:

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Note: Photos for each piece of equipment purchased must be included showing the "OHV Funds at Work" sticker and the vin/serial numbers. Please put photos on a word document and turn them in with this document.

**9. Are before and after pictures, representative of your project with GPS Coordinates, included?** Yes  No

Note: Please put photos on a word document and turn them in with this document.

**10. Final Payment Requests Only - If funds were not completely expended, please include the amount and explain:**

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**PROJECT ACCOMPLISHMENT REPORT (PAR) - PLANNING**

(MUST BE SUBMITTED WITH EACH PAYMENT REQUEST)

GRANTEE: \_\_\_\_\_

PAYMENT REQUEST #: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

PROJECT AGREEMENT #: \_\_\_\_\_

ACTIVITY PERIOD: \_\_\_\_\_ TO \_\_\_\_\_

**1. Provide a summary of accomplishments:**

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**2. List how many staff hours were worked:** \_\_\_\_\_

**3. List how many contractor hours were worked:** \_\_\_\_\_

**4. Were materials and supplies purchased?** Yes  No

If yes, please list what items where purchased:

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**5. Are you currently trending to spend all of your funds?** Yes  No

**6. Are you currently trending to meet your match requirement?** Yes  No

**7. If indirect costs are included, please describe how costs were applied:**

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**8. Was equipment purchased? (unit acquisition cost of at least \$1,000):** Yes  No

If yes, please list below and describe how the unit was used:


Note: Photos for each piece of equipment purchased must be included showing the "OHV Funds at Work" sticker and the vin/serial numbers. Please put photos on a word document and turn them in with this document.

**9. Are before and after pictures, representative of your project with GPS Coordinates, included?** Yes  No

Note: Please put photos on a word document and turn them in with this document.

**10. Final Payment Requests Only - Are copies of final planning document(s) attached?** Yes  No

If no, please explain why:


**11. Final Payment Requests Only - If funds were not completely expended, please include the amount and explain:**


**PROJECT ACCOMPLISHMENT REPORT (PAR) - ACQUISITION**

(MUST BE SUBMITTED WITH EACH PAYMENT REQUEST)

GRANTEE: \_\_\_\_\_ PAYMENT REQUEST #: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_ PROJECT AGREEMENT #: \_\_\_\_\_

ACTIVITY PERIOD: \_\_\_\_\_ TO \_\_\_\_\_

**1. Provide a summary of accomplishments:**

a. List parcel number(s) are being purchased:

\_\_\_\_\_

b. Summary of acquisition progress:

\_\_\_\_\_

2. List how many staff hours were worked: \_\_\_\_\_

3. List how many contractor hours were worked: \_\_\_\_\_

5. Are you currently trending to spend all of your funds? Yes  No

6. Are you currently trending to meet your match requirement? Yes  No

7. If indirect costs are included, please describe how costs were applied:

\_\_\_\_\_

**10. Final Payment Requests Only - If funds were not completely expended, please include the amount and explain:**

\_\_\_\_\_

# PROJECT ACCOMPLISHMENT REPORT (PAR) - RESTORATION

(MUST BE SUBMITTED WITH EACH PAYMENT REQUEST)

GRANTEE: \_\_\_\_\_

PAYMENT REQUEST #: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

PROJECT AGREEMENT #: \_\_\_\_\_

ACTIVITY PERIOD: \_\_\_\_\_ TO \_\_\_\_\_

**1. Routes and areas where work was completed (including number of acres/miles):**

Routes/Areas	Acres	Miles	Hours Worked	Work Completed

**2. Provide a brief summary of any accomplishments that are not covered above:**

**3. Are you currently trending to spend all of your funds?** Yes  No

**4. Are you currently trending to meet your match requirement?** Yes  No

**5. If indirect costs are included, please describe how costs were applied:**

**6. Was equipment purchased? (unit acquisition cost of at least \$1,000):** Yes  No

If yes, please list below and describe how the unit was used:


Note: Photos for each piece of equipment purchased must be included showing the "OHV Funds at Work" sticker and the vin/serial numbers. Please put photos on a word document and turn them in with this document.

**7. Are before and after pictures, representative of your project with GPS Coordinates, included?** Yes  No

Note: Please put photos on a word document and turn them in with this document.

**8. Final Payment Requests Only - If funds were not completely expended, please include the amount and explain:**

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**PROJECT ACCOMPLISHMENT REPORT (PAR) - LAW ENFORCEMENT**

(MUST BE SUBMITTED WITH EACH PAYMENT REQUEST)

GRANTEE: \_\_\_\_\_

PAYMENT REQUEST #: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

PROJECT AGREEMENT #: \_\_\_\_\_

ACTIVITY PERIOD: \_\_\_\_\_ TO \_\_\_\_\_

**1. Routes and areas where work was completed (including number of acres/miles):**

Jurisdiction/Areas	Acres	Miles	Hours Patrolled	Citations/Warnings Issued

**2. Provide a brief summary of any accomplishments that are not covered above:**

**3. Are you currently trending to spend all of your funds?** Yes  No

**4. Are you currently trending to meet your match requirement?** Yes  No

**5. If indirect costs are included, please describe how costs were applied:**

<b>6. Was equipment purchased? (unit acquisition cost of at least \$1,000):</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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If yes, please list below and describe how the unit was used:

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Note: Photos for each piece of equipment purchased must be included showing the "OHV Funds at Work" sticker and the vin/serial numbers. Please put photos on a word document and turn them in with this document.

<b>7. Are before and after pictures, representative of your project with GPS Coordinates, included?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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Note: Please put photos on a word document and turn them in with this document.

<b>8. Final Payment Requests Only - If funds were not completely expended, please include the amount and explain:</b>
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**PROJECT ACCOMPLISHMENT REPORT (PAR) - EDUCATION & SAFETY**

(MUST BE SUBMITTED WITH EACH PAYMENT REQUEST)

GRANTEE: \_\_\_\_\_

PAYMENT REQUEST #: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

PROJECT AGREEMENT #: \_\_\_\_\_

ACTIVITY PERIOD: \_\_\_\_\_ TO \_\_\_\_\_

**1. Provide a summary of accomplishments (e.g. outreach events, classes):**

Empty text area for providing a summary of accomplishments.

**2. List how many staff hours were worked:** \_\_\_\_\_

**3. List how many contractor hours were worked:** \_\_\_\_\_

**4. Were materials and supplies purchased?** Yes  No

If yes, please list what items were purchased:

Empty text area for listing items purchased.

**5. Are you currently trending to spend all of your funds?** Yes  No

**6. Are you currently trending to meet your match requirement?** Yes  No

**7. If indirect costs are included, please describe how costs were applied:**

Empty text area for describing indirect costs.

**8. Was equipment purchased? (unit acquisition cost of at least \$1,000):** Yes  No

If yes, please list below and describe how the unit was used:

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Note: Photos for each piece of equipment purchased must be included showing the "OHV Funds at Work" sticker and the vin/serial numbers. Please put photos on a word document and turn them in with this document.

**9. Are before and after pictures, representative of your project with GPS Coordinates, included?** Yes  No

Note: Please put photos on a word document and turn them in with this document.

**10. Final Payment Requests Only - If funds were not completely expended, please include the amount and explain:**

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Evaluation Criteria  
General Criteria

Applicant:		Application Year:	
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GENERAL CRITERIA

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

The Applicant and/or Land Manager currently has legal riding opportunities: (Check the one most appropriate.)	
<input type="checkbox"/>	Yes – Applicants shall respond to all items except for 14
<input type="checkbox"/>	No – Applicants shall only respond to items 4, 11, 12, 13 and 14

<b>1. OHV Visitor Opportunity Summary</b>			
a. Data Period: Identify the most recent twelve month period for which the Land Manager has accurate OHV Opportunity and visitation data:			
<input type="checkbox"/> N/A – No legal OHV riding opportunity			
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. Use the most recently published, official, publically available, completed document that indicates OHV visitation data.		
v.	Ratio of OHV Visitation/OHV Opportunity: OHV visitation / (acres of open area+ miles of routes) = OHV ratio		

c. Reference source documents here:	
Provide name and date of reference document:	
d. Visitor Opportunity Ratio (V/O Ratio) = OHV Ratio x OHV Months / 12	
V/O Ratio = _____	
Scoring: V/O Ratios will be compared for all Applicants	
<input type="checkbox"/>	The top fifth receives (5 points)
<input type="checkbox"/>	The second fifth receives (4 points)
<input type="checkbox"/>	The third fifth receives (3 points)
<input type="checkbox"/>	The fourth fifth receives (2 points)
<input type="checkbox"/>	The last fifth receives (1 point)

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

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	
<input type="checkbox"/>	3 or more skill levels (5 points)
<input type="checkbox"/>	2 skill levels (3 points)
<input type="checkbox"/>	1 skill level (1 point)
<input type="checkbox"/>	<del>Land Manager has no legal OHV riding opportunity (No points)</del>
b. Type of OHV Opportunity (ATV, dirt bike, 4x4, OSV, RUV, Sand Rail/Dune Buggy)	
<input type="checkbox"/>	Opportunities for 3 or more vehicle types (6 points)
<input type="checkbox"/>	Opportunities for 2 vehicle types (3 points)
<input type="checkbox"/>	Opportunity for only 1 vehicle type (1 point)
<input type="checkbox"/>	<del>Land Manager has no legal OHV riding opportunity (No points)</del>

<b>4. Agency contribution</b>	
<u>Total Cost of OHV Program for Land Manager's most recent complete fiscal year (not to include Indirect Costs)-including grant funds and agency operational budget.</u>	
% Funded by OHV Trust Fund (do not include in-lieu funds):	
<input type="checkbox"/>	No OHV Trust Funds were used (6 points)
<input type="checkbox"/>	10% or less of the program cost was from OHV Trust Fund (4 points)
<input type="checkbox"/>	11% to 25% of the program cost was from OHV Trust Fund (3 points)
<input type="checkbox"/>	26% to 50% of the program cost was from OHV Trust Fund (1 point)
<input type="checkbox"/>	More than 50% of the program cost was from OHV Trust Fund (No points)
Provide name and date of reference document:	

<b>5. At any time in the last two complete calendar years prior to the current Grant Cycle, has the applicant been not in Good Standing with the Division: 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 Projects closed out in accordance with Program regulations:</b>	
<input type="checkbox"/>	<u>No (10 points) 100% of Projects closed out (10 points)</u>
<input type="checkbox"/>	<u>75% to 99% of Projects closed out (5 points)</u>
<input type="checkbox"/>	<u>Yes (No points) Less than 75% of Projects closed out (No points)</u>
<input type="checkbox"/>	<u>First time Applicants or Applicants without active projects in the last two complete calendar years. (5 points) First time Applicants, Applicants with active Project(s) which have not reached the end of the Project performance period, and past Applicants with no active Projects within the last two years (4 points)</u>
<u>List all Projects that have reached the end of the performance period in the last two years:</u>	

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

<b>8. Natural and Cultural Resources</b>	
a. Is the Land Manager's OHV area a completely fenced track facility with little or no native vegetation?	
<input type="checkbox"/>	No (answer item b)
<input type="checkbox"/>	Yes (5 points, explain and then skip to item 9)
Provide a detailed explanation for the "Yes" response:	
<b>b. Resource Management Information System</b>	
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:	
<ul style="list-style-type: none"> <li>• Ongoing survey/inventory of species;</li> <li>• Ongoing survey/inventory of archeological sites;</li> <li>• Biological monitoring that measures changes in populations;</li> <li>• Components that evaluate the effects of OHV recreation and related activity on the species;</li> <li>• Recommendations for improvement in species management;</li> <li>• Strategies to respond to changing conditions that affect the survival or reproduction of species?</li> </ul>	
<input type="checkbox"/>	No (No points)
<input type="checkbox"/>	Yes (5 points)
Name and date of reference document: <u>Provide a detailed explanation for the "Yes" response:</u>	

<b>9. Soil management</b>	
a. <u>The Applicant and/or</u> Land Manager has developed a systematic methodology for evaluating soil conditions of its OHV Opportunities <u>that is consistent with the 2008 Soil Standard?</u>	
<input type="checkbox"/>	No (No points)
<input type="checkbox"/>	Yes (5 points)
Provide a detailed explanation for the "Yes" response:	
b. <u>The Applicant and/or</u> Land Manager has developed methods to address soil issues?	
<input type="checkbox"/>	No (No points)
<input type="checkbox"/>	Yes (5 points)
Provide a detailed explanation for the "Yes" response:	
c. <u>The Applicant and/or</u> Land Manager performs soil monitoring: (Check the one most appropriate)	
<input type="checkbox"/>	Monthly (3 points)
<input type="checkbox"/>	After major rain events (2 points)
<input type="checkbox"/>	Annually or not applicable (No points)

10. Sound Level Testing	
The Applicant <u>and/or</u> Land Manager conducts, or causes to be conducted, sound level testing on individual off highway motor vehicles: (Check only one if applicable)	
<input type="checkbox"/>	On most (50% or more) holidays and weekends (4 points)
<input type="checkbox"/>	At least 25% but less than 50% of holidays and weekends (2 points)
<input type="checkbox"/>	Less than 25% of holidays and weekends (No points)
Provide a detailed description of the sound testing program:	



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

<b>12. Website</b>			
a. OHV outreach efforts are accomplished through the Applicant or Land Manager's website:			
<input type="checkbox"/>	No (skip to question 13)		
<input type="checkbox"/>	Yes (provide URL address and answer item b)		
Provide URL address:			
b. The Applicant or Land Manager's website contains the following OHV related items: (Check all that apply)			
<input type="checkbox"/>	Map to location	<input type="checkbox"/>	Information on responsible riding
<input type="checkbox"/>	Hours of operation	<input type="checkbox"/>	Map of Facilities
<input type="checkbox"/>	Safety information	<input type="checkbox"/>	Fee schedule
<input type="checkbox"/>	Visitor facilities	<input type="checkbox"/>	Seasonal restrictions
<input type="checkbox"/>	Contact information	<input type="checkbox"/>	Link to Division Website
<input type="checkbox"/>	News releases	<input type="checkbox"/>	Law enforcement contact information
Scoring: 1 point each up to a maximum of 5 points.			

<b>13. OHV Outreach</b>			
Check all forms of OHV outreach the Applicant utilizes:			
<input type="checkbox"/>	Billboards	<input type="checkbox"/>	Social media
<input type="checkbox"/>	CDs and/or DVDs	<input type="checkbox"/>	Television
<input type="checkbox"/>	Community meetings	<input type="checkbox"/>	Parades
<input type="checkbox"/>	OHV dealers	<input type="checkbox"/>	Radio
<input type="checkbox"/>	Fairs	<input type="checkbox"/>	Programs at schools
<input type="checkbox"/>	News releases	<input type="checkbox"/>	Other (specify)
Scoring: 1 point each up to a maximum of 3 points.			

<b>14. Sustaining OHV Recreation</b>	
The Applicant or Land Manager sustains OHV Recreation in the following ways: (Check all that apply)	
<input type="checkbox"/>	Has engaged in collaborative processes with agencies that manage OHV Opportunities (2 <u>5</u> points)
<input type="checkbox"/>	Has established an OHV Commission or stakeholder group dedicated to sustaining OHV Opportunities (2 <u>5</u> points)
<input type="checkbox"/>	Has adopted a general plan, management plan, ordinance, or resolution supporting OHV Recreation (2 <u>10</u> points)
<input type="checkbox"/>	Has secured land to be developed for OHV Recreation (2 <u>10</u> points)
<input type="checkbox"/>	Has created a special fund to set aside funding to sustain OHV Recreation (2 <u>10</u> points)
Provide a detailed explanation <u>for each statement checked</u> of the efforts to sustain OHV Recreation:	

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)	
<input type="checkbox"/>	76% or more (10 points)
<input type="checkbox"/>	<del>66 - 75%</del> (7 points)
<input type="checkbox"/>	51% - <del>65%</del> 75% (5 points)
<input type="checkbox"/>	<del>36% - 50%</del> (4 points)
<input type="checkbox"/>	<del>26% - 35%</del> (2 points) <del>26% - 50%</del> (3 points)
<input type="checkbox"/>	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.)	
<input type="checkbox"/>	No special-status species occur in Project Area (5 points)
<input type="checkbox"/>	One to five special-status species occur in Project area (3 points)
<input type="checkbox"/>	Six to ten special-status species in Project area (2 points)
<input type="checkbox"/>	More than ten special-status species occur in Project area (No points)
<input type="checkbox"/>	<u>Analysis has not been completed/unknown (No points)</u>
Provide name and date of reference document that supports the selection:	
b. Habitat	
Potential effects on special-status species habitat	
<input type="checkbox"/>	No special-status species habitat is known to occur in the Project Area.
<input type="checkbox"/>	Habitat for _____ (enter number of species) special-status species is known to occur in Project Area.
Provide name and date of Reference document:	
Scoring: (Check the one most appropriate)	

<input type="checkbox"/>	No special-status species habitat is known to occur in the Project area (5 points)
<input type="checkbox"/>	Habitat for one to five special-status species is known to occur in Project area (3 points)
<input type="checkbox"/>	Habitat for six to ten special-status species is known to occur in Project area (2 points)
<input type="checkbox"/>	Habitat for more than ten special-status species is known to occur in Project area (No points)
<input type="checkbox"/>	<u>Analysis has not been completed/unknown (No points)</u>
	<u>Provide name and date of reference document that supports the selection:</u>
<b>c. Cultural Resources</b>	
<u>Does the Project contain cultural resources?</u>	
<input type="checkbox"/>	No (10 points)
<input type="checkbox"/>	Yes (if yes- check the most appropriate below).
<b>Scoring: (Check the one most appropriate)</b>	
<input type="checkbox"/>	Project would provide additional protection to cultural sites. <u>Provide a detailed explanation that supports this selection</u> ( 5 points)
<input type="checkbox"/>	Project area has no known cultural sites (4 points)
<input type="checkbox"/>	Identified cultural sites in the Project area will not be affected (3 points)
<input type="checkbox"/>	Project impacts to cultural sites will be mitigated (No points)
<input type="checkbox"/>	<del>Project has unavoidable detrimental impacts to cultural resources (No points, Project application will be returned to Applicant without further consideration)</del>
	<u>Reference document Provide name and date of reference document that supports the selection:</u>

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

<b>4. Primary funding source for future development <u>of the acquired property and operation and maintenance of developed area cost</u> will be:</b>	
<b>(Check the one most appropriate)</b>	
<input type="checkbox"/>	Applicant's operational budget. <u>Applicant will not come in for future OHV grants</u> (5 points)
<input type="checkbox"/>	<del>Volunteer support and/or donations (4 points)</del>

<input type="checkbox"/>	Combination of OHV Trust Funds and operational budget (3 points)
<input type="checkbox"/>	Other Grant funding (2 points)
<input type="checkbox"/>	OHV Trust Funds (No points)
Provide a detailed explanation for selection:	

56. The Project improves facilities that provides motorized trails, roads and/or open area access to the following nonmotorized recreation opportunities: (Check all that apply)			
<input type="checkbox"/>	Camping	<input type="checkbox"/>	Birding
<input type="checkbox"/>	Hiking	<input type="checkbox"/>	Equestrian trails
<input type="checkbox"/>	Fishing	<input type="checkbox"/>	Rock Climbing
<input type="checkbox"/>	Hunting	<input type="checkbox"/>	Other _____
Scoring: 2 points each, up to a maximum of 6 points			
Provide a detailed explanation for <u>each statement that was checked</u> :			

76. The Project was developed with public input prior to the preliminary Application filing deadline. <del>Identify date(s) of meetings and participants. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application.</del> Public input employed the following: (Check all that apply)	
<input type="checkbox"/>	The Applicant initiated and conducted publicly noticed meeting(s) with the general public to discuss Project (1 point)
<input type="checkbox"/>	The Applicant <u>held a ad meeting(s) with multiple distinct stakeholders separate from their general public meeting.</u> (1 point)
Provide a detailed explanation for each statement that was checked. <u>Identify date(s) of meetings, location(s), participants, how public was notified of the meeting, and who hosted the meeting. Applicant must identify how distinct stakeholders are stakeholder to the Project. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application.:</u>	

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)	
<input type="checkbox"/>	76% or more (10 points)
<input type="checkbox"/>	<del>66 - 75% (7 points)</del> <del>51% - 75% (5 points)</del>
<input type="checkbox"/>	<u>51% - 65% (5 points)</u> <del>26% - 50% (3 points)</del>
<input type="checkbox"/>	36% - 50% (4 points)
<input type="checkbox"/>	26% - 35% (2 points)
<input type="checkbox"/>	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)	
<input type="checkbox"/>	No special-status species occur in Project area (5 points)
<input type="checkbox"/>	One to five special-status species occur in Project area (3 points)
<input type="checkbox"/>	Six to ten special-status species in Project area (2 points)
<input type="checkbox"/>	More than ten special-status species occur in Project area (No points)
Provide name and date of Reference document that supports the selection:	
b. Habitat	
Potential Effects on special-status species habitat	
<input type="checkbox"/>	No special-status species habitat is known to occur in the Project Area.
<input type="checkbox"/>	Habitat for _____ (enter number of species) special-status species is known to occur in Project Area.
Provide name and date of Reference document:	

Scoring: (Check the one most appropriate)	
<input type="checkbox"/>	No special-status species habitat is known to occur in the Project Area (5 points)
<input type="checkbox"/>	Habitat for one to five special-status species is known to occur in Project Area (3 points)
<input type="checkbox"/>	Habitat for six to ten special-status species is known to occur in Project Area (2 points)
<input type="checkbox"/>	Habitat for more than ten special-status species is known to occur in Project Area (No points)
Provide name and date of Reference document that supports the selection:	
c. Cultural Resources	
Does the Project contain cultural resources?	
<input type="checkbox"/>	No (10 points)
<input type="checkbox"/>	Yes (if yes- check the most appropriate below).
Scoring: (Check the one most appropriate)	
<input type="checkbox"/>	Project would provide additional protection to cultural sites. <u>Provide a detailed explanation that supports this selection</u> (5 points).
<input type="checkbox"/>	<del>Project area has no known cultural sites (4 points)</del>
<input type="checkbox"/>	Identified cultural sites in the Project Area will not be affected (3 points)
<input type="checkbox"/>	Project impacts to cultural sites will be mitigated (No points)
<input type="checkbox"/>	<del>Project has unavoidable detrimental impacts to cultural resources (No points, Project application will be returned to Applicant without further consideration)</del>
<u>Provide name and date of Reference document that supports the selection:</u>	

3. Does the Project Area contain Riparian/Wetland issues?	
<input type="checkbox"/>	No (10 points)
<input type="checkbox"/>	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 <u>apply and provide a detailed explanation that support the selection</u> )	
<input type="checkbox"/>	Re-routes to divert trails away from Riparian/Wetlands areas (2 points)
<input type="checkbox"/>	Well documented evaluation and monitoring strategies ( <del>list</del> <u>Provide name and date of reference document</u> ) (2 points)
<input type="checkbox"/>	Provide bridges instead of wet crossings (2 points)
<input type="checkbox"/>	Provide sanitary facilities (2 points)
<input type="checkbox"/>	Restrict public vehicular access in Riparian/Wetland areas by placing physical barriers (e.g., gates, fences, bollard, boulders) (2 points)
<del>Provide name and date for Reference document(s):</del>	

4. The Project is designed to provide for diversified OHV use: (Check all that apply)			
<input type="checkbox"/>	ATV	<input type="checkbox"/>	4X4
<input type="checkbox"/>	Motorcycle	<input type="checkbox"/>	Recreation Utility Vehicle (RUV)/side by side
<input type="checkbox"/>	Snowmobile	<input type="checkbox"/>	Dune buggy, rail
Provide a detailed explanation for the nature of the facilities for <u>of how</u> each <u>vehicle type</u> item checked above <u>will benefit from this Project</u> :			
Scoring: 1 point each, up to a maximum of 6 points			

5. Is there a publicly reviewed and adopted plan <u>and/or environmental document</u> that supports the need for the Project?	
<input type="checkbox"/>	No (No points)
<input type="checkbox"/>	Yes (5 points)
Provide name and date of plan:	

6. The Project makes <del>substantial use of recycled content building materials</del> , meaning <u>At least 50% of the construction materials used for the Project</u> contain recycled content, such as:	
<ul style="list-style-type: none"> <li>• Materials diverted from landfills</li> <li>• Recycled plastic lumber</li> <li>• Fly ash content concrete</li> </ul>	
No (No points)	
Yes (5 points)	
Provide a detailed explanation for the “Yes” response:	



7. The Project makes substantial use of sustainable technologies, meaning <u>A</u> at least 50% of the <u>P</u> project activities uses sustainable technologies, such as:	
<ul style="list-style-type: none"> <li>• Alternative fuel vehicles and equipment</li> <li>• Repaving with permeable asphalt</li> <li>• Renewable energy sources (e.g., solar, wind)</li> <li>• Low volatile organic compound emission materials (e.g., paint, sealants, carpet)</li> <li>• Practices that meet U.S. Green Building Council LEED Silver standard</li> <li>• Low-flow plumbing fixtures</li> <li>• Water efficient landscaping</li> <li>• <del>Utilizing local building materials</del></li> </ul>	
<input type="checkbox"/>	No (No points)
<input type="checkbox"/>	Yes (45 points)
Provide a detailed explanation for the "Yes" response:	

8. The Project is designed to sustain existing OHV Recreation: (Check the one most appropriate)	
<input type="checkbox"/>	Project directly improves or sustains existing OHV Opportunity (3 points)
<input type="checkbox"/>	Project improves support facilities associated with existing OHV Opportunity (2 points)
<input type="checkbox"/>	Project involves construction of a facility associated with new OHV Opportunity (No points)
<input type="checkbox"/>	None of the above (No points)
Provide a detailed explanation to support selection:	

9. The Project improves facilities that provide motorized access to the following non-motorized recreation opportunities ( <u>Respond ONLY if Development Project involves road(s) or trail(s)</u> ): (Check all that apply)			
<input type="checkbox"/>	Camping	<input type="checkbox"/>	Birding
<input type="checkbox"/>	Hiking	<input type="checkbox"/>	Equestrian trails
<input type="checkbox"/>	Fishing	<input type="checkbox"/>	Rock Climbing
<input type="checkbox"/>	Hunting	<input type="checkbox"/>	Other _____
Scoring: 2 points each, up to a maximum of 6 points			
Provide a detailed explanation for each statement that was checked:			

10. The Project was developed with public input prior to the preliminary Application filing deadline. Identify <del>dates(s) of meetings and participants. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing preliminary Application.</del> Public input employed the following: (Check all that apply)	
<input type="checkbox"/>	The Applicant initiated and conducted publicly noticed meeting(s) with the general public to discuss Project (1 point)
<input type="checkbox"/>	The Applicant <del>had</del> <u>held</u> a meeting(s) with multiple distinct stakeholders <u>separate from their general public meeting.</u> (1 point)
Provide a detailed explanation for each statement that was checked:-. <u>Identify date(s) of meetings, location(s), participants, how public was notified of the meeting, and who hosted the meeting. Applicant must identify how distinct stakeholders are stakeholder to the Project. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application:</u>	

11. The Project will utilize partnerships to successfully accomplish the Project. Identify the number of <del>groups or</del> organizations that will actively participate in the Project. Partners cannot include any unit of the OHMVR Division, subcontractors, or any participant being paid by this OHV Grant and Cooperative agreement. (Check the one most appropriate)	
<input type="checkbox"/>	4 or more (4 points)
<input type="checkbox"/>	2 to 3 (2 points)
<input type="checkbox"/>	1 (1 point)
<input type="checkbox"/>	None (No points)
List each partner organization(s) separately and provide a detailed explanation how each partner(s) will participate in the <u>P</u> project:	

12. Primary funding source for <u>all</u> future operational costs associated with the Project will be: (Check the one most appropriate)	
<input type="checkbox"/>	Applicant's operational budget. <u>Applicant will not come in for future grants.</u> (5 points)
<input type="checkbox"/>	<del>Volunteer support and/or donations (4 points)</del>
<input type="checkbox"/>	Combination of OHV Trust Funds and operational budget (3 points)
<input type="checkbox"/>	<del>Other Grant funding (2 points)</del>
<input type="checkbox"/>	OHV Trust Funds (No points)
<u>Explain checked statement:</u>	

13. Offsite Impacts	
Offsite impacts relative to the Project Area (e.g., sound, fugitive dust, runoff) have been addressed:	
<input type="checkbox"/>	No (No points)
<input type="checkbox"/>	Yes (5 points) (Check all that apply and provide a detailed explanation how they have been addressed)
<input type="checkbox"/>	Sound
<input type="checkbox"/>	Runoff
<input type="checkbox"/>	Traffic
<input type="checkbox"/>	Other
<input type="checkbox"/>	Fugitive Dust
<input type="checkbox"/>	Erosion
<input type="checkbox"/>	Wildlife
Scoring: 1 point each, up to a maximum of 5 points.	

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.)	
<input type="checkbox"/>	Education – Applicants shall only respond to items 1, 2, 4, 5, 6, 7, 8, 9, 10 and 11.
<input type="checkbox"/>	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)	
<input type="checkbox"/>	76% or more (10 points)
<input type="checkbox"/>	<del>66 - 75% (7 points)</del> <del>51% - 75% (5 points)</del>
<input type="checkbox"/>	<del>51% - 65% (5 points)</del> <del>26% - 50% (3 points)</del>
<input type="checkbox"/>	<del>36% - 50% (4 points)</del>
<input type="checkbox"/>	<del>26% - 35% (2 points)</del>
<input type="checkbox"/>	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 Projects closed out in accordance with Program regulations <u>At any time in the last two complete calendar years prior to the current Grant Cycle</u> , has the applicant been not in Good Standing with the Division:-	
<input type="checkbox"/>	<del>100% of Projects closed out <u>No</u> (10 points)</del>
<input type="checkbox"/>	<del>75% to 99% of Projects closed out (5 points)</del>
<input type="checkbox"/>	<del>Less than 75% of Projects closed out (No points)</del> <u>Yes (No points)</u>
<input type="checkbox"/>	<u>First time Applicants or Applicants without active projects in the last two complete calendar years</u> , <del>Applicants with active Project(s) which have not reached the end of the Project performance period, and past Applicants with no active Projects within the last two years (54 points)</del>
	List all projects that have reached the end of the performance period:

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

4. The Project will utilize partnerships to successfully accomplish the Project. Identify the number of ~~groups or~~ organizations that will actively participate in the Project. Partners cannot include any unit of the OHVMR Division, subcontractors or any participant being paid by this OHV Grant and Cooperative agreement. (Check the one most appropriate)

- |                          |                      |
|--------------------------|----------------------|
| <input type="checkbox"/> | 4 or more (4 points) |
| <input type="checkbox"/> | 2 to 3 (2 points)    |
| <input type="checkbox"/> | 1 (1 point)          |
| <input type="checkbox"/> | None (No points)     |

List each partner organization(s) and provide a detailed explanation how each partner(s) will participate in the Project:

5. The Project addresses the following types of OHV Recreation: (Check all that apply.)

- |                          |                      |                          |  |
|--------------------------|----------------------|--------------------------|--|
| <input type="checkbox"/> | ATV (1 point)        | <input type="checkbox"/> | 4X4 (1 point)  |
| <input type="checkbox"/> | Motorcycle (1 point) | <input type="checkbox"/> | RUV (Recreation Utility Vehicle)/ Side-by-side (1 point) |
| <input type="checkbox"/> | Snowmobile (1 point) | <input type="checkbox"/> | Dune buggy, rail (1 point)                               |

Provide a detailed explanation how each vehicle type will be addressed in this Project:

Scoring: 1 point each, up to a maximum of 6 points

6. The Project was developed with public input prior to the preliminary Application filing deadline. <del>Identify dates of meeting and participants. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application.</del> Public input employed the following: (Check all that apply)	
<input type="checkbox"/>	The Applicant initiated and conducted publicly noticed meeting(s) with the general public to discuss Project (1 point)
<input type="checkbox"/>	<u>The Applicant held a meeting(s) with multiple distinct stakeholders separate from their general public meeting. (1 point)</u> <del>The Applicant held a meeting(s) with multiple distinct stakeholders.</del>
Provide a detailed explanation for each statement that was checked. <u>Identify the dates(s) of meetings, location(s), participants, how public was notified of meeting, and who hosted the meeting. Applicant must identify how distinct stakeholders are stakeholders to the Project. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application:</u>	

7. <u>Prior to Preliminary Application filing, the Project has incorporated</u> the following, clearly identifiable and/or measurable, <del>planning</del> elements: (Check all that apply)	
<input type="checkbox"/>	Process of researching issues and audience-(2 points)
<input type="checkbox"/>	<u>Objectives and outcomes</u> (2 points)
<input type="checkbox"/>	Testing process to ensure <del>actions</del> <u>outcomes</u> are effective (2 points)
<input type="checkbox"/>	Plan to implement the Project (2 points)
<input type="checkbox"/>	Evaluation and <del>feedback</del> of the <u>Project</u> process (2 points)
<input type="checkbox"/>	<u>Evaluation and feedback received from Project participant</u> (2 points)
Provide a detailed explanation for each statement that was checked:	

8. The Project will utilize the following methods of education: (Check all that apply)			
<input type="checkbox"/>	Hands on learning	<input type="checkbox"/>	Social media
<input type="checkbox"/>	Formal class setting	<input type="checkbox"/>	Outreach booths/Exhibits
<input type="checkbox"/>	Printed media (brochures, panels, billboards, flyers etc.)	<input type="checkbox"/>	<del>CDs/DVDs</del> <u>Interpretive talks, rides, events</u>
<input type="checkbox"/>	Internet classes	<input type="checkbox"/>	<del>Interpretive talks, rides, events</del> <u>Audio/video programs</u>
<input type="checkbox"/>	<del>Advertising (of message, not classes)</del> <u>Self-guided trails</u>	<input type="checkbox"/>	<del>Audio/video programs</del> <u>Other (Specify)</u>
<input type="checkbox"/>	<u>Self-guided trails</u> <u>Website (message, not classes)</u>	<input type="checkbox"/>	<u>Other (Specify)</u>
Provide a detailed explanation for each <del>checked</del> <u>statement that was checked</u> :			
Scoring: 2 point each up to a maximum of 14 points.			

9. Total number of times individuals are <u>directly</u> exposed to the message through <u>the Project's</u> educational methods identified in Question 8: (Check the one most appropriate.)	
<input type="checkbox"/>	Greater than 10,000 (4 points)
<input type="checkbox"/>	1,000 to 10,000 (3 points)
<input type="checkbox"/>	100 to 1,000 (2 points)
<input type="checkbox"/>	20 to 100 (1 point)
<input type="checkbox"/>	0 to 20 (No points)
Provide a detailed explanation for the quantity checked:	

10. Average time a participant will have <u>direct</u> exposure to the Project's message or training through educational methods identified in Question 10: (Check the one item of highest point value that applies.)	
<input type="checkbox"/>	Greater than 2 hours (4 points)
<input type="checkbox"/>	1 hour to 2 hours (3 points)
<input type="checkbox"/>	5 minutes to less than 1 hour (2 points)
<input type="checkbox"/>	1 minute to less than 5 minutes (A Project for maps will fall under this category) (1 point)
<input type="checkbox"/>	Less than 1 minute (No points)
Provide a detailed explanation for the checked statement:	

11. The Project <u>utilizes certified</u> <del>provides direct support for delivery of</del> ATV Safety Institute, <del>and/or</del> Motorcycle Safety Foundation <u>and/or</u> Recreational Off-Highway Vehicle Association <u>training trainers to provide training.</u> (Check the one most appropriate.)	
<input type="checkbox"/>	No (No points)
<input type="checkbox"/>	Yes (2 points)
Provide a detailed explanation for the "Yes" response:	

12. The majority of personnel utilized in the Project are trained to the following level:	
<input type="checkbox"/>	Emergency Medical Technician level, or higher (5 points)
<input type="checkbox"/>	First Responder level (2 points)
<input type="checkbox"/>	First Aid and CPR (1 points)
<input type="checkbox"/>	No training (No points)

13. The Project involves search and rescue staff that is: (Check the one most appropriate)	
<input type="checkbox"/>	All volunteer (5 points)
<input type="checkbox"/>	A majority of volunteers with some paid staff (4 points)
<input type="checkbox"/>	Paid staff working regular hours(non-overtime) (2 points)
<input type="checkbox"/>	Paid staff working overtime shifts (No points)

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

15. The Applicant has documented experience performing OHV search and rescue operations and providing medical aid to OHV operators. In the prior calendar year the Applicant has performed and documented:	
<input type="checkbox"/>	50 Medicals or search and rescue missions in support of OHV recreation. (8 points)
<input type="checkbox"/>	30 Medicals or search and rescue missions in support of OHV recreation. (5 points)
<input type="checkbox"/>	10 Medicals or search and rescue missions in support of OHV recreation. (3 points)
<input type="checkbox"/>	0 Medicals or search and rescue missions in support of OHV recreation. (0 points)
Provide a detailed explanation for the checked statement:	



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)	
<input type="checkbox"/>	76% or more (10 points)
<input type="checkbox"/>	<del>66 - 75% (7 points)</del> <del>51% - 75% (5 points)</del>
<input type="checkbox"/>	<del>51% - 65% (5 points)</del> <del>26% - 50% (3 points)</del>
<input type="checkbox"/>	<del>36% - 50% (4 points)</del>
<input type="checkbox"/>	<del>26% - 35% (2 points)</del>
<input type="checkbox"/>	25% (Match minimum) (No points)

2. Failure to complete the Project <del>would</del> <u>will</u> result in: (Check all that apply)	
<input type="checkbox"/>	Loss of OHV Opportunity (6 points)
<input type="checkbox"/>	Negative impact to cultural sites (2 points)
<input type="checkbox"/>	Damage to special-status species or other sensitive habitat (2 points)
<input type="checkbox"/>	Potential trespass (2 points)
<input type="checkbox"/>	Additional damage to Facilities (1 point)
Provide a detailed explanation for each statement that was checked:	
Scoring: Maximum of 8 points	

3. The Project <del>would</del> <u>will</u> sustain OHV Opportunity by: (Check all that apply)	
<input type="checkbox"/>	<del>Maintaining trails that provide for multi-use (ATV, Dirt Bikes, 4x4, etc.)</del> <u>Maintaining trail or road tread</u> (5 points)
<input type="checkbox"/>	Installing or repairing erosion control features (3 points)
<input type="checkbox"/>	Providing traffic control and/or educational signage (3 points)
<input type="checkbox"/>	<del>Maintaining multi-use (ATV, Dirt Bikes, 4x4, etc)</del> <u>Maintaining trail or road tread for single vehicle use</u> (1 point)
<input type="checkbox"/>	Providing varied levels of riding difficulty (1 point)
Provide a detailed explanation for each statement that was checked:	

4. The Project was developed with public input prior to the preliminary Application filing deadline. <del>Identify date(s) of meetings and participants. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application.</del> Public input employed the following: (Check all that apply)	
<input type="checkbox"/>	The Applicant initiated and conducted publicly noticed meeting(s) with the general public to discuss Project (1 point)
<input type="checkbox"/>	The Applicant <del>had</del> held a meeting(s) with multiple distinct <u>stakeholders separate from their general public meeting.</u> (1 point)
Provide a detailed explanation for each statement that was checked. <u>Identify date(s) of meetings, location(s), participants, how public was notified of the meeting, and who hosted the meeting. Applicant must identify how distinct stakeholders are stakeholder to the Project. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application:</u>	

5. The Project will utilize partnerships to successfully accomplish the Project. Identify the number of <del>groups</del> or organizations that will actively participate in the Project. Partners cannot include any unit of the OHVMR Division, subcontractors or any participant being paid by this OHV Grant and Cooperative agreement. (Check the one most appropriate)	
<input type="checkbox"/>	4 or more (4 points)
<input type="checkbox"/>	2 to 3 (2 points)
<input type="checkbox"/>	1 (1 point)
<input type="checkbox"/>	None (No points)
List each partner organization(s) and provide a detailed explanation how each partner(s) will participate in the <u>P</u> project:	

6. The Project will avoid and/or minimize impact to natural and cultural resources by: (Check all that apply)	
<input type="checkbox"/>	Controlling OHV use (i.e. signage, route delineation, etc.) (1 point)
<input type="checkbox"/>	Protecting water quality (1 point)
<input type="checkbox"/>	Providing an alternative to wet crossings where appropriate (1 point)
<input type="checkbox"/>	Protecting special-status species (1 point)
<input type="checkbox"/>	Re-routing trails to divert away from riparian/wetlands areas (1 point)
<input type="checkbox"/>	Providing sanitary facilities (1 point)
<input type="checkbox"/>	Protecting cultural site(s) (1 point)
<input type="checkbox"/>	Site is completely fenced and has no impacts to natural and cultural resources <del>design precludes the need for the above measures</del> (7 points)
Provide a detailed explanation for each statement that was checked:	
Scoring: Maximum of 7 points	

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

8. The Project improves and/or maintains facilities that provide motorized access to the following non-motorized recreation opportunities (Respond ONLY if Ground Operations Project involves trail maintenance).: (Check all that apply).			
<input type="checkbox"/>	Camping	<input type="checkbox"/>	Birding
<input type="checkbox"/>	Hiking	<input type="checkbox"/>	Equestrian trails
<input type="checkbox"/>	Fishing	<input type="checkbox"/>	Rock Climbing
<input type="checkbox"/>	Hunting	<input type="checkbox"/>	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)	
<input type="checkbox"/>	76% or more (10 points)
<input type="checkbox"/>	<del>66 - 75% (7 points)</del> <del>51% - 75% (5 points)</del>
<input type="checkbox"/>	51% - 65% (5 points)
<input type="checkbox"/>	36% - 50% (4 points)
<input type="checkbox"/>	<del>26% - 35% (2 points)</del> <del>26% - 50% (3 points)</del>
<input type="checkbox"/>	25% (Match minimum) (No points)

2. The Planning Project <del>will</del> <u>would</u> address the following: (Check all that apply)	
<input type="checkbox"/>	Potential effects of OHV Recreation on special-status species habitats
<input type="checkbox"/>	Potential effects of OHV Recreation on cultural resources
<input type="checkbox"/>	Potential effects of OHV Recreation on soil conditions
<input type="checkbox"/>	Potential effects of OHV Recreation on water quality
<input type="checkbox"/>	Potential effects of OHV Recreation on other recreation uses
<input type="checkbox"/>	Potential effects of OHV Recreation on adjacent lands.
<input type="checkbox"/>	Potential impact to relationships between OHV Recreation and local residents
<input type="checkbox"/>	Toxic or hazardous materials within a Project Area or adjacent property that may impact OHV Recreation
<input type="checkbox"/>	Potential offsite impacts relative to the Project Area (e.g., sound, fugitive dust, run off)
<input type="checkbox"/>	Trail issues such as traffic patterns, trails closures, appropriate uses, etc.
Provide a detailed explanation for each statement that was checked:	
Scoring:	
<input type="checkbox"/>	6 or more items checked (4 points)
<input type="checkbox"/>	4 to 5 items checked (3 points)
<input type="checkbox"/>	2 to 3 items checked (2 points)

1 or no items checked (No points)

3. The Project is intended to lead to improved facilities that provide motorized access to the following nonmotorized recreation opportunities ( <u>Respond ONLY if Planning Project involves road(s) or trails(s)</u> ): (Check all that apply)			
<input type="checkbox"/>	Camping	<input type="checkbox"/>	Birding
<input type="checkbox"/>	Hiking	<input type="checkbox"/>	Equestrian trails
<input type="checkbox"/>	Fishing	<input type="checkbox"/>	Rock Climbing
<input type="checkbox"/>	Hunting	<input type="checkbox"/>	Other (Specify) _____
Scoring: 2 points each, up to a maximum of 6 points			
<u>Provide a detailed explanation for each statement that was checked:</u>			

4. The Project was developed with public input prior to the preliminary Application filing deadline. <del>Identify date(s) of meetings and participants. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application.</del> Public input employed the following: (Check all that apply)	
<input type="checkbox"/>	The Applicant initiated and conducted publicly noticed meeting(s) with the general public to discuss Project (1 point)
<input type="checkbox"/>	The Applicant <del>had</del> held a meeting(s) with multiple distinct stakeholders <u>separate from their general public meeting.</u> (1 point)
<u>Provide a detailed explanation for each statement that was checked. Identify date(s) of meetings, location(s), participants, how public was notified of the meeting, and who hosted the meeting. Applicant must identify how distinct stakeholders are stakeholder to the Project. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application:</u>	

5. If the Project were approved, the planning process <del>would</del> <u>will</u> incorporate <del>substantial</del> stakeholder input <u>for the entirety of the Project performance period:</u>	
<input type="checkbox"/>	No (No points)
<input type="checkbox"/>	Yes (5 points)
<u>If "Yes" list each stakeholder separately and explain, specifically, how it would be "substantial". how stakeholders input will be beneficial to the Project:</u>	
<u>Identify stakeholders:</u>	

6. The Project will utilize partnerships to successfully accomplish the Project. Identify the number of <del>groups or</del> organizations that will actively participate in the Project. Partners cannot include any unit of the OHVMR Division, subcontractors or any participant being paid by this OHV Grant and Cooperative agreement. (Check the one most appropriate)	
<input type="checkbox"/>	4 or more (4 points)
<input type="checkbox"/>	2 to 3 (2 points)
<input type="checkbox"/>	1 (1 point)
<input type="checkbox"/>	None (No points)
List each partner organization(s) and provide a detailed explanation how each partner(s) will participate in the <u>P</u> roject:	

7. The Planning Project sustains OHV Opportunity in the following manner: (Check all that apply)	
<input type="checkbox"/>	Project will develop management plans for existing OHV Opportunity (6 points)
<input type="checkbox"/>	Project will complete environmental review for an OHV Development Project (5 points)
<input type="checkbox"/>	Project supports development of OHV Opportunities within 60 miles of <del>population centers</del> <u>incorporated city</u> (5 points)
<input type="checkbox"/>	Project will develop a system of designated OHV routes within an existing OHV Opportunity (4 points)
<input type="checkbox"/>	<del>Project will develop a system of designated OHV routes for an existing OHV Opportunity (3 points)</del>
Provide a detailed explanation for each statement that was checked:	

8. If successful, would the Project lead to the creation of a new OHV Opportunity within the jurisdiction of a Land Manager that does not currently provide OHV Opportunity?	
<input type="checkbox"/>	No (No points)
<input type="checkbox"/>	Yes ( <del>15</del> <u>20</u> points)
Provide a detailed explanation for the -"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)	
<input type="checkbox"/>	76% or more (10 points)
<input type="checkbox"/>	<del>66 - 75% (7 points)</del> <del>51% - 75% (5 points)</del>
<input type="checkbox"/>	<u>51% - 65% (5 points)</u>
<input type="checkbox"/>	<u>36% - 50%(4 points)</u>
<input type="checkbox"/>	<del>26% - 35% (2 points)</del> <del>26% - 50% (3 points)</del>
<input type="checkbox"/>	<u>11% - 25% (1 point)</u>
<input type="checkbox"/>	10% (Match minimum) (No points)

2. <del>Natural and Cultural Resources</del> <u>Check all Cultural and Natural Resources that would be adversely impacted if -Failure to fund the Project failed to be funded: will result in adverse impacts to:-</u> (Check all that apply)	
<input type="checkbox"/>	<del>Domestic water supply (e.g. municipal reservoir, canal) (4 points)</del>
<input type="checkbox"/>	Archeological and historical resources identified in the California Register of Historical Resources or the Federal Register of Historic Places (3 points-)
<input type="checkbox"/>	<del>Stream or other watercourse</del> <u>Bodies of Water (e.g., stream, reservoir, canal, lake, etc.) (3 points)</u>
<input type="checkbox"/>	<del>Soils - Site actively eroding</del> <u>Soils- Potential for mass wasting (e.g., landslides, debris flow, excessive erosion, etc.) (2 points)</u>
<input type="checkbox"/>	<u>Sensitive areas (e.g., Areas of Critical Environmental Concern, designated wilderness areas, riparian <u>wild and scenic rivers</u>, <u>wetlands</u>, <u>etc.</u> Areas of Critical Environmental Concern)</u> Number of sensitive <del>habitats</del> <u>areas</u> _____ (2 points each, up to a maximum of 6)
<input type="checkbox"/>	Threatened and Endangered (T&E) listed species Number of T&E species _____ (2 point each, up to a maximum of 6)
<input type="checkbox"/>	Other special-status species* Number of special-status species _____ (1 point each, up to a maximum of 3)
<input type="checkbox"/>	Project is solely for Restoration Planning (No points)

Provide a detailed explanation regarding -the type and severity of -impacts that might occur relative to the item(s) checked above:

\* See HMP Part 2, Section II.

3. The primary Reason for the Project is: (Check the one most appropriate)

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Protect special-status species or cultural site (4 points)         |
| <input type="checkbox"/> | Restore natural resource system damaged by OHV activity (4 points) |
| <input type="checkbox"/> | OHV activity in a closed area (3 points)                           |
| <input type="checkbox"/> | Alternative measures attempted, but failed (2 points)              |
| <input type="checkbox"/> | Management decision (1 point)                                      |
| <input type="checkbox"/> | Scientific and cultural studies -(1 point)                         |
| <input type="checkbox"/> | Planning efforts associated with Restoration (1 point)             |

Provide a name and date of reference document that supports this Project:

4. ~~Measures to ensure success~~—The Project makes use of the following elements to ensure successful implementation: (Check all that apply)

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | Site monitoring to prevent additional damage (2 points)   |
| <input type="checkbox"/> | Construction of barriers and other traffic control devices (2 points)   |
| <input type="checkbox"/> | Use of native plants and materials (2 points)   |
| <input type="checkbox"/> | Incorporation of universally recognized “Best Management Practices” (2 points)                                    |
| <input type="checkbox"/> | Educational signage (2 points)  |
| <input type="checkbox"/> | Identification of alternate OHV routes to ensure that OHV activities will not reoccur in restored area (2 points) |
| <input type="checkbox"/> | Project is solely for Restoration Planning (No points)  |

Provide a detailed explanation for each item checked above:

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?

- |                          |                |
|--------------------------|----------------|
| <input type="checkbox"/> | No (No points) |
| <input type="checkbox"/> | Yes (5 points) |

Provide a name and date of the plan that supports the Project:



6. Primary funding source for all future operational costs associated with the Project will be: (Check the one most appropriate)

<input type="checkbox"/>	Applicant's or Land Manager's operational budget. <u>Applicant will not come in for future Grants (5 points)</u>
<input type="checkbox"/>	<del>Volunteer support and/or donations (3 points)</del>
<input type="checkbox"/>	Combination of OHV Trust Funds and operational budget (3 points)
<input type="checkbox"/>	<del>Other Grant Funds (2 points)</del>
<input type="checkbox"/>	OHV Trust Funds (No points)

Provide a detailed explanation for checked statement:

7. The Project was developed with public input prior to the preliminary Application filing deadline. Identify date(s) of the meetings and participants. Do not include internal agency meetings or meetings occurred more than 12 months prior to filing the preliminary Application. Public input employed the following: (Check all that apply)

<input type="checkbox"/>	The Applicant initiated and conducted publicly noticed meeting(s) with the general public to discuss Project (1 point)
<input type="checkbox"/>	The Applicant <del>had</del> held a meeting(s) with multiple distinct stakeholders <u>separate from their general public meeting.</u> (1 point)

Provide a detailed explanation for each statement that was checked. Identify date(s) of meetings, location(s), participants, how public was notified of the meeting, and who hosted the meeting. Applicant must identify how distinct stakeholders are stakeholder to the Project. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application:

8. The Project will utilize partnerships to successfully accomplish the Project. Identify the number of ~~groups~~ or organizations that will actively participate in the Project. Partners cannot include any unit of the OHMVR Division, subcontractors, or any participant being paid by this OHV Grant and Cooperative agreement. (Check the one most appropriate)

<input type="checkbox"/>	4 or more -(4 points)
<input type="checkbox"/>	2 to 3 (2 points)
<input type="checkbox"/>	1 (1 point)
<input type="checkbox"/>	None -(No points)

List each partner organization(s) separately and provide a detailed explanation how each partner(~~s~~) will participate in the Pproject:

9. Scientific and cultural studies will (Respond ONLY if Restoration Project involves scientific or cultural studies.) (Check all that apply):	
<input type="checkbox"/>	Determine appropriate Restoration techniques (2 points)
<input type="checkbox"/>	Examine potential effects of OHV Recreation on natural or cultural resources (2 points)
<input type="checkbox"/>	Examine methods to ensure success of Restoration efforts (1 point)
<input type="checkbox"/>	Lead to direct management action (1 point)
Provide a detailed explanation <u>for each selection</u> :	

10. The underlying problem that resulted in the need for the Restoration Project has been effectively addressed and resolved (e.g., <u>incursions are no longer occurring</u> ) prior to this Application:	
<input type="checkbox"/>	No (No points)
<input type="checkbox"/>	Yes (3 points)
Provide a detailed explanation for the -"Yes" response:	

11. The <del>Size</del> size of sensitive habitats (e.g., <u>Areas of Critical Environmental Concern, designated wilderness areas, riparian wild and scenic rivers, meadows, wetlands, etc. Areas of Critical Environmental Concern wilderness, riparian, wetlands, ACEG</u> ) which will be <u>actively restored</u> <del>through the Project will be:</del> <u>within the Project Area</u> (Check the one most appropriate):	
<input type="checkbox"/>	Greater than 10 acres of sensitive habitat will be restored within the Project Area (5 points)
<input type="checkbox"/>	1 – 10 acres of sensitive habitat will be restored within the Project Area (3 points)
<input type="checkbox"/>	Less than 1 acre of sensitive habitat will be restored within the Project Area (1 points)
<input type="checkbox"/>	No sensitive habitat will be restored within <u>the</u> Project Area (No points)

12.-Is the majority of restoration activity being performed in the project area caused by current legal/illegal OHV <u>Recreation riding</u> ?	
<input type="checkbox"/>	Yes (20 points)
<input type="checkbox"/>	No (No points)
Provide a detailed explanation for the "Yes" response:	