

The Nevada Commission on Off-Highway Vehicles Grant Program



2025 Grant Manual

\$800,000 Available

Applications Due March 23, 2025 at 11:59 PM

This manual supersedes all previous manuals and guidelines

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Introduction

The Nevada Commission on Off-Highway Vehicles (Commission) was created on July 1, 2011, to promote responsible off-highway vehicle (OHV) recreation in the State of Nevada. The Commission uses OHV registration proceeds to award grants for the following types of projects relating to OHV trails and facilities in the State of Nevada: (1) trail and facility studies or planning; (2) mapping and signing; (3) acquisition of land; (4) enhancement or maintenance; (5) construction; (6) restoration of areas damaged by OHV use, (7) construction of features to minimize impacts to environmentally sensitive or important wildlife habitat areas; (8) safety training and education; and (9) OHV compliance and enforcement. [NRS 490.069]

The Commission's current funding priorities were established on September 7, 2021, in an open meeting. These grant priorities were renewed during a public meeting on October 12, 2022. These priorities are reflected by a weight in Appendix A: Grant Scoring Criteria. Grant submissions will be scored based on input from a Technical Advisory Committee, project presentations, and completion of the grant application. After the OHV program scores and ranks applications, the commission will vote on the final grant awards. New notices to proceed and grant agreements will be issued by staff after the public meeting.

2025 Summer Timeline

Applications are due March 23, 2025 and must be received by email to kbarmore@ohv.nv.gov or by hardcopy delivered to the office prior to 11:59 PM. Applications that are not received by due date, will be deemed late, and will not be accepted for consideration.

The following represents the proposed timeline for this grant round. These dates represent a tentative schedule of events, and the State reserves the right to modify these dates at any time. The State also reserves the right to require applicant presentations as part of the evaluation process.

- February 3, 2025 – Request for Grant Applications Open to the public
- **February 18, 2025 – MANDATORY GRANT TRAINING VIA TEAMS 5:00 PM – 6:00 PM**
- March 5, 2025 – **Optional** office hours via Teams 1:00 PM – 3:00 PM
- **March 13, 2025 – MANDATORY GRANT TRAINING VIA TEAMS 10:00 AM – 11:00 AM**

- **March 23, 2025 – Application Deadline 11:59 PM** (Review period begins)
- April 6, 2025 – Feedback period deadline 11:59 PM
- Early May, 2025 – Technical Advisory Committee review of applications (All applications will be posted on the state OHV website <https://ohv.nv.gov/>)
- Late May (Date TBD), 2025 – Commission deliberation, project presentations, and grant award decisions (Public meeting will be held in Carson City)
- June, 2025 – Development of notices to proceed and grant agreements

Mandatory Grant Training

All applicants must attend ONE of the two offered mandatory training sessions. These sessions will cover the entire grant process, changes and updates to the process, the application, presentations, and reporting requirements. Trainings will be offered by the Program Manager and applicants will have an opportunity to ask questions during these trainings. All applicants, including returning applicants must attend one of these trainings for their application to be considered by the Commission. More information will be made available via email and the OHV website (<https://ohv.nv.gov/>) closer to the training.

Optional Office Hours

The Program Manager will host one office hours via Teams on March 5, 2025. This session is available for applicants to attend virtually and ask questions or receive feedback from the Program Manager. **This session is completely optional and does not count as a mandatory grant training.** More information will be made available via email and the OHV website (<https://ohv.nv.gov/>) closer to the training.

Review Period

After the application deadline on 11:59 PM March 23, 2025 all applications will be reviewed by the Program Manager within 3 working days. This review will check for completion of the application and all required materials. All complete applications will be sent to the Commission for review. Incomplete applications will be returned to applicants with feedback on missing materials. Applicants have until 11:59 PM April 6, 2025, to revise, complete and resubmit applications to the Program Manager. Any returned applications not resubmitted by 11:59 PM April 6, 2025, will not be considered for funding.

Grant Presentations and Awarding

Applicants will provide a presentation on the project to the Commission in late May (Date TBD), 2025. This presentation will be no more than 10 minutes and will be followed by questions from the Commission. Applicants may include a visual presentation or handouts, but they are not required. These materials must be provided to the Program manager at least 3 working days before the meeting. Presentations can be in-person or virtual. After presentations the

commission will deliberate and decide funding awards for applicants. Applicants that receive funding will be notified by email, as well as posted on the OHV website (<https://ohv.nv.gov/>) by the next business day.

Post Award

Applicants who have been selected for funding will be notified and asked to confirm acceptance. The Program Manager will then prepare and send out a funding agreement. Applicants are required to sign and return their funding agreement within fourteen (14) days. In the event the applicant does not sign the funding agreement within fourteen (14) days from receipt of the award notification, the Nevada Off-Highway Vehicles Program reserves the right to withdraw the grant award.

Once the notice to proceed has been received, the applicants, now grantees, may begin their projects, per the terms of the project agreements.

Each funding agreement will be written and monitored for compliance by the Program Manager. All funding will be provided through reimbursement only after backup documentation, such as paid invoices have been received. The final funding is contingent upon inspection of the completed project.

Awardees will only receive reimbursement funds up to the amount the awardee spends (i.e., if you were originally awarded \$15,000 and only spent \$12,000 in qualifying expenses, awardees will only be reimbursed \$12,000).

Reporting Responsibilities

All grantees are required to establish and maintain accounting systems and financial records to accurately account for awarded funds. **Reports and reimbursement forms are due no later than 15 days after the end of the quarter.** Quarterly progress reports are due even if no work has taken place during that quarter. Accounting systems for all projects must ensure that costs applied to the grant are recorded in a manner to allow for budgetary and auditing purposes:

- Quarterly reimbursement requests/fiscal reports (or more frequently as agreed).
- Quarterly progress reports – includes narrative and statistics.
 - Funds cannot be commingled with funds from other grant sources, unless specifically stated in the budget and agreement.
 - Funds specifically budgeted and/or received for one project cannot be used to support another project.
 - All grant awards are subject to audits by the State during the grant and for three years after the grant award performance period has closed.

- The State maintains the right to enter the project area for inspections after application is received, during the project implementation, and for 25 years after the project has been completed.
- The State maintains the right to withhold payments if reporting requirements are not met in a timely and efficient manner.
- All materials submitted regarding the application for OHV funds become the property of the State of Nevada and are open to the public. Upon the funding of a project, the contents of the application will become contractual obligations.
- Reporting dates: April 15, July 15, October 15, January 15

Project Completion

A final report will be due no later than two (2) weeks before the scheduled culmination of the funding agreement. Please note that final reimbursements may not be made until the satisfactory completion of the final report.

At the completion of each project and before the final reimbursement, the grantee will request the Program Manager to conduct an on-site inspection of the project. The inspection will verify the project was completed per the approved Project Agreement, and all funded items are accounted for. The grantee may be asked to submit a final report and photos demonstrating how the grant deliverables have been met.

Award Administration Information

Grant Commencement and Duration

Project implementation must be initiated within ninety days (90) from the Notice to Proceed. Requests for an exception to this rule must be justified and submitted in writing within thirty days of the award and must be approved by the State. At the discretion of State, the grantee risks losing the award if the project does not commence as required.

Reimbursement

OHV grants are reimbursement grants. Grantees are expected to pay for expenses upfront. Grantees will be reimbursed for eligible expenses listed on the approved award budget after a review and approval of the expense request form and appropriate supporting documentation.

There may be opportunity for advances as allowed by State contract regulations and as negotiated with the State. Any requested advance must be indicated during the application

process. Please contact the State prior to submittal to discuss this opportunity, providing justification as requested.

Funding Acknowledgement and Registration Signs

Grantee shall post and maintain appropriate permanent signs or decals upon project sites, materials, and equipment acknowledging funding assistance from the Nevada Off-Highway Vehicles Program upon the commencement of the project or the purchase of equipment. All signs or decals must be approved by the State. Stickers and/or artwork for signs will be made available to Grantees by the State. Cost for these signs is an eligible cost.

Maintenance and Operation

The grantee is responsible to ensure that Nevada Off-Highways Vehicle Program projects are maintained and operated in a condition equal to that which existed when the project was completed, for a period of 25 years or for the normal life of the facility, excepting normal wear and tear. Maintenance and operations standards must be addressed during the landowner/manager approval negotiation and adopted upon completion of the project through the grant agreement.

Project Conversion

Upon completion of the grant agreement, said agreement will hold the grantee responsible; that no Nevada Off-Highway Vehicles Program grant funded project will be converted to non-motorized use and that such projects will provide open access to the motorized public for 25 years after project completion.

Permitting Requirements

If awarded a grant, the grantee is responsible for obtaining all applicable permits and clearances no later than 90 days after the grant agreement is entered into, unless otherwise described in the grant agreement with the State. This is the responsibility of the grantee.

Required Documents

All documents must be submitted to the Program Manager as a single PDF by the stated deadline. Any unclear or incomplete applications will be returned to applicants for revision during the feedback period. The application packet must include the following items in order.

- 1. The Nevada OHV Grant Application – Winter 2024**

2. Project Budget (see Appendix B: Sample Budget)

- Your budget must align clearly with your Scope of Work.
- Be specific. Each section needs to be broken down into individual line items and costs. For example, a lump sum for “travel” should be broken down into items such as lodging (# of nights at GSA rate), per diem(# of days at GSA rate), gas (number of miles at GSA Rate) etc.
- All travel expenses should be based off current GSA rates. Rates can be found [here](https://www.gsa.gov/travel/plan-book/per-diem-rates) or at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
- Reminder: Include all sources of funds for the completion of the project including federal, in-kind, private/city/county and state funds.
- Attach copies of estimates to support your budget and identify what each contract will include.

3. Landowner Letter (see Appendix C: Sample Landowner letter)

- Letters should reflect:
 - Landowner has read the Request for Grant Application package.
 - Landowner agrees with the application and the terms of the grant.
 - Landowner holds an interest in the subject land that is sufficient in scope and authority to allow the applicant to complete the proposed project and operate and maintain the proposed project after its completion.
 - Landowner is legally committing to maintain the trail/facility and will allow public motorized access to such trail/facilities for 25 years or the normal life of the project; and
 - Landowner agrees to provide any match or other tasks in the application that are assigned to Landowner.
 - **The State may require the landowner/agency to be co-grantee on the grant agreement/contract.**

4. Maps (see Appendix D: Sample Maps)

- All maps must include a legend, north arrow, scale, and map name. Topographic maps are preferred. You may include *additional* aerial/google maps.
- **The following map types are required:**
 - General location map (showing project area within the state or county)
 - Detail map indicating specific project elements (e.g., structures, trail alignment)
 - Maps larger than 11x17 will not be accepted

5. Proof of Good Standing with the State

- If not a government agency, visit nvsliverflume.gov

6. Photos

- At least two (2) overviews of the project area from different angles and distances. (Good photographs at trail level and google aerials help the scoring committee to understand the location, depth and breadth of your project.)

7. Additional Materials

- These materials are not required for submission but are recommended
 - Letters of support (limit 3)
 - Shapefiles of trail projects
 - If the shapefiles for the trail system are available, please submit them in the e-file. The shapefiles of the trail will be required at project end. Contact the Program for assistance in the collection of the data if needed.

Application Tips & Common Pitfalls to Avoid

- Have your financial staff review to ensure budget figures are mathematically correct, and the total of the budget summary matches the total on the title page.
- Spell out acronyms at initial use and eliminate jargon whenever possible.
- Do not assume reviewers are familiar with existing projects.
- Use local statistics rather than national statistics, if available

Eligibility Criteria

- Any entity requesting grant funds must provide satisfactory proof that the appropriate federal, state, local, or private authority has been consulted and has approved the proposed project. NAC 490.137
- Prior to application, an applicant that proposes grant activities to be carried out on public land must have a written agreement to use the land with any governmental entity having jurisdiction over that land NAC 490.135
- All projects must comply with applicable State statutes, regulatory requirements, and policies. Projects to be completed on federal land or with Federal funds must comply with the National Environmental Policy Act (NEPA) and other required Federal laws. NRS 490.068(3)(a)(2); NAC 490.137(2)

- An applicant must have an interest in the real property on which the proposed project will be carried out. The interest in the real property, whether by way of ownership, lease, rental, easement, right-of-way, written agreement, or other legal instrument, must be sufficient in scope and authority to allow the applicant to complete the proposed project and to operate and maintain the proposed project after its completion. NAC 490.1355
- An applicant that is a corporate or legal entity must provide proof of good standing in the state in which it is registered. NAC 490.1345
- To avoid disqualification, all application areas must be complete and concise, and certifications must be signed and dated.

Eligible Projects

Eligible Projects include:

- Studies or planning for trails and facilities.
- Environmental assessments and environmental impact studies.
- Acquisition of land for trails and facilities.
- Mapping and signing of trails and facilities.
- Enhancement or maintenance or both of existing trails and facilities.
- Construction of new trails and facilities.
- Restoration of areas that have been damaged by the use of off-highway vehicles.
- The construction of trail features, trailheads, parking, or other ancillary facilities which minimize impacts to environmentally sensitive areas or important wildlife habitat areas.
- Safety training and education related to the use of off highway vehicles.
- Compliance and enforcement of OHV registration.

Common Eligible Program Costs

- Employee services of seasonal and/or non-permanent staff hired specifically for the project for duties of on-the-ground field work. Permanent staff salary MUST be for project work only. This includes planning, development of project tasks and timelines, supervision, and field work. Permanent staff will be required to certify activity.
- Youth programs and youth-oriented projects, specific to the criteria of the funding.
- Supplies, materials, and tools for the project.

- Signs and interpretive aids.
- Construction, reconstruction, and maintenance work on trails.
- Construction of bridges, railings, ramps, fences, and retaining structures.
- Bank stabilization, re-vegetation, and erosion control.
- Rehabilitation of closed trails or damage areas.
- Trailhead development including parking lots, restrooms, and related facilities.
- Registration outreach events.
- Public education and outreach.
- Equipment for snow trail grooming.
- Safety training, education, and user information programs.
- Trail planning.
- Feasibility and trail use studies, management plans for shared trails, inventory and analysis of existing and proposed trails.
- Environmental reviews.
- Maps and mapping.
- Travel and per-diem costs must adhere to current state allowances, which follow federal GSA rates.

Common Ineligible Program Costs

- Food and Beverage.
- Time and services associated with writing the grant application.
- Facilities that are ornamental and do not have direct benefit to trail users.
- Marketing and advertising not related to project.
- Depreciation on vehicles, tools, and equipment used for the grant.
- Audit and legal services.
- Supplanting of federal or state funds.
- Bonuses, gifts, or incentives.
- Membership fees or due, and lobbying costs

All ineligible program costs will be removed from the budget. Applicants will need to resubmit an updated budget with the omission of ineligible items.

Funding Description

NRS 490 and NAC 490 define and regulate the Off-Highway Vehicles Program and the Commission on Off-Highway Vehicles. They also set forth the OHV projects for which grants may be awarded.

Nevada motorized off-highway vehicle users MUST be the overwhelming beneficiaries of any grant award. The Commission reserves the right to determine the number of awards for each grant cycle, based on funds available and projects selected by the Commission at an open meeting.

- Matching funds are NOT REQUIRED, but leveraged dollars and partnerships receive higher points. Grantees that have been awarded grants that have in-kind valuation must include those activities in their quarterly reports. “In-Kind match” means cash, materials, volunteer labor, or other methods of contribution that an applicant provides toward offsetting the total cost of the project, reducing the amount of the grant that will be needed from the State to complete the project.
- All grant agreements will have a deadline and are generally for two years. Longer grant periods and extensions may be applied for with justification to the State. Changes in grant timelines should be reflected in application.
- If awarded, grant projects may begin ONLY after a “Notice to Proceed” is issued by the State.
- All projects funded under the Nevada Off-Highway Vehicles Program must follow all applicable local, state, and/or federal laws pertaining to the expenditure of funds. Proof of Invitation to Bid, contracts, and any other pertinent documentation must be retained by the grantee. Grantees should refer to the State Administrative Manual (SAM) for procurement, purchasing, and bidding.

Contact Information

Kaden Barmore, Program Manager
Nevada Off-Highway Vehicles Program
Department of Conservation and Natural Resources
901 S. Stewart Street, Suite 1003
Carson City, Nevada 89701
Kbarmore@ohv.nv.gov (775) 684-2794

Thank you for your interest in the Nevada Commission of Off-Highway Vehicles Grant Program

Appendix A: Grant Scoring Criteria

January 2024 OHV Grant Scoring Priorities	Score (1-10)	Weight	Total
1. Law Enforcement Strategy that addresses registration enforcement, including Public Education & Outreach aimed at increasing renewals and new registrations: <i>How will your project increase the number of OHV registrations on the district. How will the equipment and time be used to increase OHV safety and awareness? Please reference the Law Enforcement Statistics reporting form.</i>		20	
2. Enhancement or Maintenance of existing trails and facilities: <i>How will maintenance needs be prioritized and how often will your project hold a maintenance/ trails enhancement event? HOW will your project be maintained and WHO has committed to the ongoing maintenance of the facility or trail (note: a minimum of 2 maintenance/ trail events are required per year).</i>		15	
3. Training: <i>Please describe the goals and objectives of your public safety training program. Is it a nationally recognized certification? What sets your safety training program apart from the others?</i>		15	
4. Trail mapping and signing of existing trails and facilities: <i>If a mapping component is included in the grant, please describe how it will be integrated with the current web mapping application found on OHV.NV.GOV</i>		8	
5. Connectivity/Loops: <i>How will the project impact connectivity of OHV trails, facilities, and local communities? Please include maps of areas impacted by your project and describe those impacts.</i>		8	
8. Partnering and Leverage: <i>Who else is involved in this project? Please describe outreach with stakeholders, partners and local governments, that you have communicated with in planning this project.</i>		8	
6. Planning, Environmental Studies, Conservation: <i>Describe how the environmental studies, conservation and/or planning will mitigate resources impacted by OHV recreation. How will your project contribute to the conservation of our natural resources, while enhancing OHV opportunities?</i>		8	
7. Access: <i>Please describe how your project improves OHV access in the project area. Explain what access/opportunities would be lost or restricted if the project does not occur.</i>		7	
9. Economic Integration: <i>How will this project improve OHV recreation opportunities that help local, regional, or state economies grow?</i>		5	
10. Demand for New Facilities: <i>Please provide justification for NEW facility/program development: restrooms, trails, signs, and other amenities .</i>		4	
Average total score			

Appendix B: Sample Budget

Item Description	OHV Grant Request	Matching Funds	Total Cost
Contracts			
Environmental Studies			
Project Design			
Engineering and construction			
Contracts Total			
Labor			
Volunteer or Donated Labor (# hours at \$33.49)			
Wages (# of employees at hourly rate)			
FICA			
Unemployment Compensation			
Workmen's Comp			
Insurance			
Labor Total			
Equipment and Materials			
Rental Equipment (Price at #of days)			
Purchased Equipment (be specific)			
Materials			
Equipment and Materials Total			
Travel			
Lodging (# of nights at GSA standard rate)			
Per Diem (# of days at GSA standard rate)			
Mileage (estimated # of miles at \$0.67)			
Travel Total			
Other expenses			
Be specific			
Other Expenses Total			
Project Totals			

Appendix C: Sample Landowner Letter

Example of Landowner / Manager Review and Approval Letter

Letterhead

(Date)

Nevada Off-Highway Vehicles Program
Department of Conservation and Natural Resources
901 S. Stewart Street, Ste 1003
Carson City, Nevada 89701

RE: (Name of Project for Grant Application)

Dear Commissioner's:

The above stated off-highway project has my approval as of (date).

I have read the Request for Grant Application package and attachments, I agree with the application and the terms of the grant. I am committed to maintaining the facility and will allow for motorized access to those facilities for 25 years or the normal life of the project, whichever is greater. I agree to provide any match or other tasks in the application that are assigned to me.

I hold interest in the subject land that is sufficient in scope and authority to allow the applicant to complete the proposed project and operate and maintain the proposed project after its completion. (Describe the authority.)

The project is located on (federal/state/local public OR private land) and is in conformance with the appropriate land management permits, licenses, clearances, and Federal environmental analyses documentation necessary to comply with local, state and/or federal laws specifically, NRS 490.069.

(Reference here the federal NEPA document CE or EA, or pertinent local/state/federal regulation or law). (Attach copy of federal decision letter/document or letter categorically excluding the project from federal NEPA if there is one and any Section 106 documents SHPO).

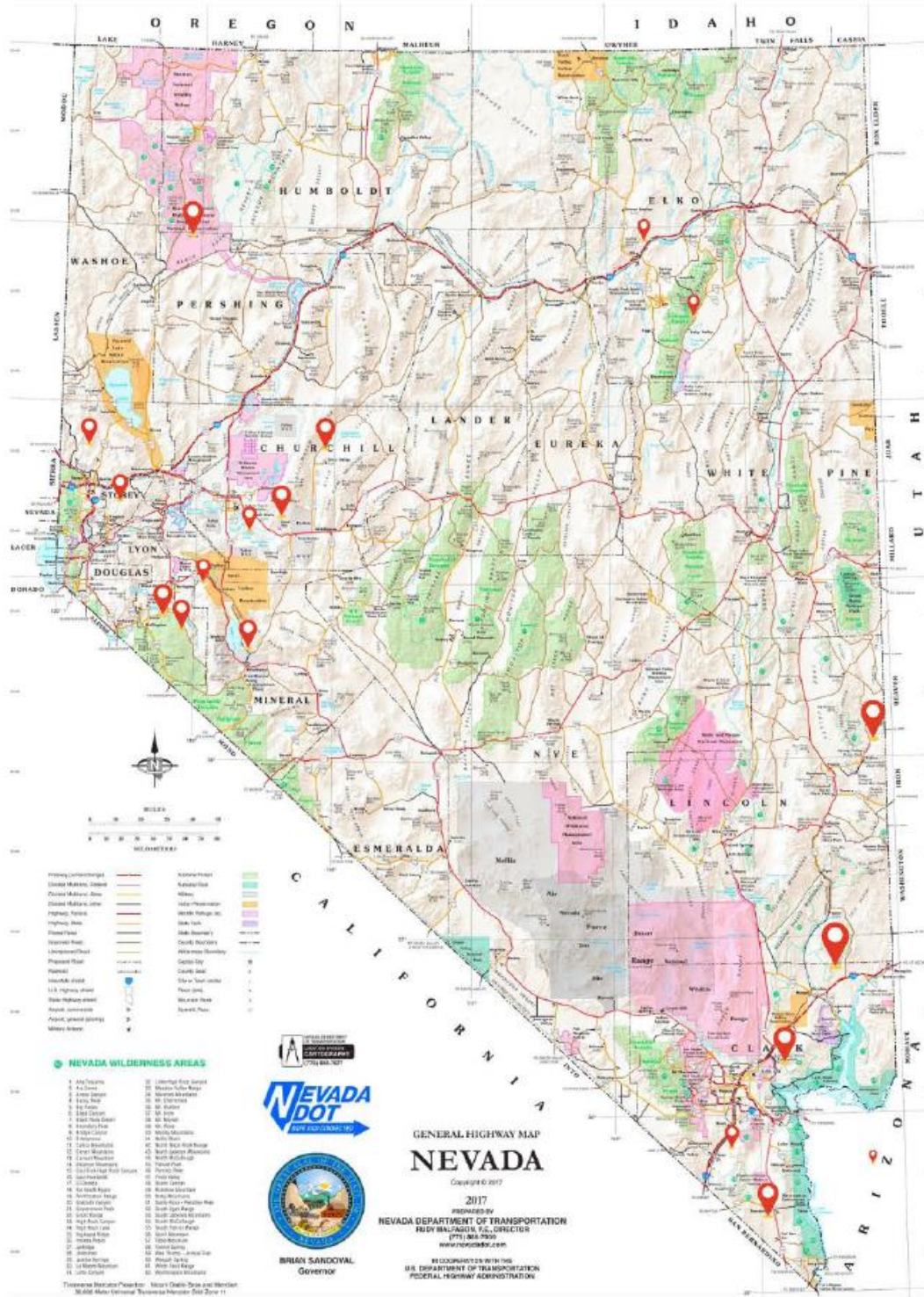
If you have any questions or concerns, please contact me at (XXX) XXX-XXXX) or by email at (XXXXXX@XX.com)

Sincerely,

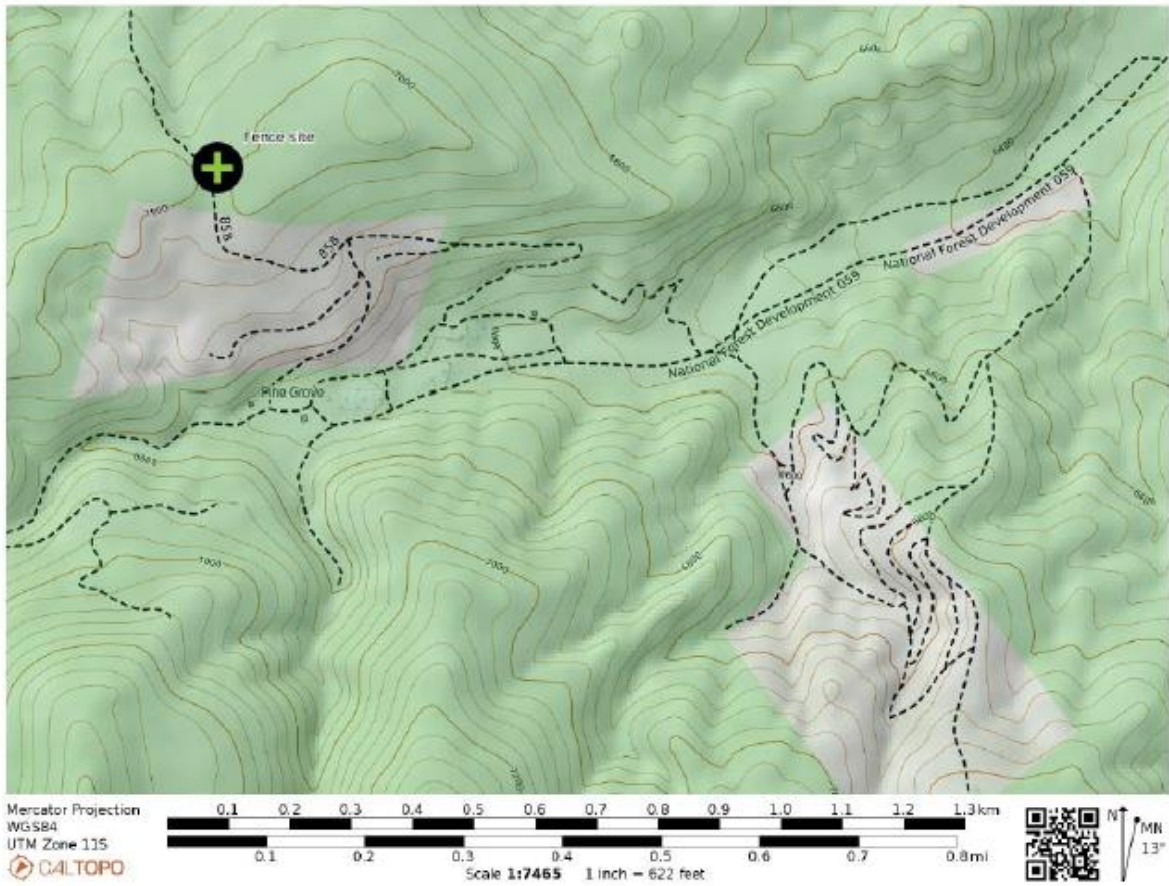
(Signature)

Approving Authority Name
Title, organization
Address & phone contact

Appendix D: Sample Maps



Appendix D: Sample Maps Continued



Appendix E: Law Enforcement Strategy Example

Listed below is the Scope of Work for the Silver County Sheriff's office

The Sheriff's Office will provide education and enforcement of laws involving the registration and operation of off-highway vehicles (OHV) in Clark County. There will be search and rescue of stranded, injured and lost OHV operators, and, specifically, efforts will be concentrated in, and around Moapa Valley, the Logandale Trails System, and Gold Butte National Monument.

The Vehicle identification number (VIN) inspection/registration events will be conducted by officers who will stage to conduct OHV VIN inspections for off-highway vehicle owners. One event will be hosted in 2018 at the Las Vegas Motor Speedway for residents of the Las Vegas valley. This will likely coincide with a heavy use weekend at the Nellis Dunes.

There will be proactive enforcement of OHV registration violations in the Logandale Trails System, Gold Butte National Monument, and Moapa Valley. Offenders will be stopped, cited, and given a complete VIN inspection at the time of the patrol stop, along with other necessary documentation to complete the registration process.

Purchase of an off-highway vehicle that will be housed in the existing Silver County substation connex box. The accompanying trailer will be stored in the Substation parking lot.

Specific Objectives, Goals and Timeline:

- 1) The Sheriff's office will purchase an OHV side-by-side along with trailer.
- 2) Outfit the OHV side-by-side with police markings, police lighting package, and radio system.
- 3) Conduct at a minimum of four public VIN inspection event in the Moapa Valley region per calendar year.
- 4) Conduct OHV patrol in the Logandale Trails System, Gold Butte National Monument, and Moapa during a heavy use weekends such as Presidents Day, Spring Break, Memorial Day, Hump-n-Bump or Thanksgiving weekend.
 - a) Educate the public through consensual and non-consensual police contacts in the trail areas located in the North East Area Command (NEAC).
 - b) Provide literature and/or education to the public regarding Nevada Revised Statue (NRS) 490 and 484.
 - c) Cite operators of unregistered OHVs, as well as, conduct VIN inspection during the stop in order to assist the owner so he/she may complete the OHV registration process.
 - d) Record all probable cause OHV stops via citation or warning citation to assist in the grant tracking compliance of OHV owners and operators in regards to registration and moving violations. This will be accomplished via the current computer-aided dispatch (CAD) reporting systems and through manual tracking by a law enforcement support technician (LEST) assigned to the NEAC Resident Section.

5) Quarterly Progress Reports and Reimbursement (financial report) Request will be sent to the OHV Commission with the following information:

a) Number of contacts regarding OHV registration

b) Number of OHV related citations issued

c) Number of instances of OHV provided education on OHV laws and safety to include:

i) Number of VIN inspections conducted

ii) Number of hours the equipment was utilized, as well as, man hours worked on OHV activities/enforcement.

iii) Total number of calls for service received wherein equipment was utilized

iv) Number of search and rescue/medical calls for service wherein equipment was utilized.

v) Notation of summary analysis of calls for service to identify problem areas/activities.

Appendix F: Law Enforcement Statistics Sheet

OHV Enforcement Patrol Statistics Form

Deputy _____ Activity Date _____

Hours Worked _____ Were these hours overtime? Yes / No

Type	# of Citations	# of Warnings	Type	# of Citations	# of Warnings
OHV	_____	_____	Street legal	_____	_____
DUI	_____	_____	Susp/Rev DL	_____	_____
Seatbelt	_____	_____	Other DL	_____	_____
Child seat	_____	_____	Registration	_____	_____
Speed	_____	_____	Equipment	_____	_____
Helmet	_____	_____	Eye protection	_____	_____
Insurance	_____	_____	Reckless	_____	_____
Cell Phone	_____	_____	Stolen veh.	_____	_____
Fail to Yield	_____	_____	# of Crashes	_____	_____
Other	_____	_____			

of Felony Arrests _____

of Misc. Arrests _____

Total # of stops _____

Total # of Citations _____

Comments _____

 Deputy Signature

 Date

Appendix G: Sample Funding Agreement

**STATE OF NEVADA OFF-HIGHWAY VEHICLES PROGRAM
DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES PROJECT FUNDING AGREEMENT**

GRANTEE:

Project Number:

Project Title:

Period Covered By This Agreement:

Project Cost:

A.	State Share of Project Cost (including indirect costs)	\$
B.	Local Share of Project Cost	\$
C.	Estimated Total Project Cost	\$

Project Scope:

Project Deliverables:

Funding Contingencies Directed By The Commission:

TERMS AND CONDITIONS

This Project Funding Agreement (“Agreement”) is made and entered into by and between the State of Nevada, represented by the Nevada Department of Conservation and Natural Resources (“STATE”), and _____ (“GRANTEE”) (referred to herein individually as “Party” or collectively as “Parties”). This Agreement is effective upon the signature of all Parties to the Agreement. This Agreement is entered into pursuant to the authority contained in Chapter 490 Nevada Revised Statutes, Off-Highway Vehicles.

WHEREAS the STATE will fund and administer this grant awarded to the GRANTEE.

Both Parties mutually agree to perform this Agreement with the terms, promises, conditions, project proposals and budget referenced herein and hereby made a part hereof.

In the event the GRANTEE does not make available to the STATE all necessary information to fully execute this Agreement within (3) months from receipt of this award notification; the STATE reserves the right to withdraw this grant award.

Wherever in this Agreement it shall be required or permitted that notice be given by either Party to the other, such notice must be in writing and must be given personally, sent and confirmed by email, or forwarded by certified mail addressed as follows:

TO THE STATE:

Nevada OHV Program, DCNR

Attn: Kaden Barmore, Program Manager

901 S Stewart Street, Suite 1003

Carson City, NV 89701

KBarmore@ohv.nv.gov

(775) 684-2794

TO THE GRANTEE:

NOW, THEREFORE, it is agreed that:

1. The laws of the State of Nevada shall govern this Agreement.
2. This Agreement, including exhibits attached hereto and made a part hereof, shall constitute the entire agreement between the parties. Any prior understanding or representation, of any kind preceding the date of this Agreement shall not be binding upon either Party, except to the extent incorporated in this Agreement.
3. All projects funded under the Nevada Off-Highway Vehicles Program must follow all applicable local, state, and/or federal laws pertaining to the expenditure of funds. Proof of

Invitation to Bid, contracts, and any other pertinent documentation must be retained by the GRANTEE. GRANTEE should refer to the State Administrative Manual (SAM) for procurement, purchasing, and bidding.

<http://budget.nv.gov/uploadedFiles/budgetnvgov/content/Governance/SAM.pdf>

Deviation from SAM protocols must include a description of special circumstances that justify changes to expenditure of funds.

4. If travel is allowed, the following processes must be followed:

- Requests for reimbursement of travel expenses must be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.
- The travel expense form, with original signatures, must be submitted as backup to the GRANTEE invoice.
- GRANTEE will be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs. The State currently follows the U.S. General Services Administration (GSA) rates for lodging, per-diem and mileage located at: <https://www.gsa.gov/travel-resources> Deviation from GSA rates must include a description of special circumstances that justify changes to travel expenses. The GRANTEE should receive approval from the STATE prior to travel if possible.
- The STATE is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by GRANTEE for a rental vehicle.

5. The GRANTEE will duly and faithfully comply with the terms and conditions of this Agreement, all applicable federal and state laws, and all directives issued by the STATE relating to the performance of this Agreement. In addition, the following documents are hereby incorporated into this Agreement by reference:

- a. Application:
- b. Approved Budget & Contingencies (contingencies pg. 1, budget attached)

6. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement must be in writing and signed by each Party or an authorized representative of each Party.
7. The GRANTEE is responsible for obtaining all permits, easements, and other private and governmental agency approvals required for the project prior to the commencement of any project activities or expenses unless specifically authorized for planning purposes.
8. The STATE or its designee, may audit project records. At all times during regular business hours and as often as the STATE requires, the GRANTEE will allow authorized representatives of the STATE full and free access to the project and to the accounts, records, and books of the GRANTEE relative hereto, including the right to make copies from such accounts, records, and books. Such accounts, records, and books must be retained for three (3) years after the completion of the project by the GRANTEE. The STATE reserves the right to require that the records be kept for a longer period of time.
9. To the fullest extent permitted by law, the GRANTEE agrees to indemnify, hold harmless and defend, not excluding the STATE'S right to participate, the STATE from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the GRANTEE, its officers, employees, and agents.
10. The GRANTEE shall submit engineered drawings to the STATE at 100% and as built if changed during construction IF requested by the STATE. The GRANTEE will invite the STATE to attend all major project issue meetings, providing two week prior notice at a minimum.
11. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such

provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

13. The STATE may terminate this Agreement for reason of default by the GRANTEE. Any of the following events shall constitute default:

- a. Termination of the grant by reason or fault of the GRANTEE;
- b. Failure by the GRANTEE to observe any of the covenants, conditions, or warranties of this Agreement and its incorporated provisions;
- c. Failure by the GRANTEE to return or reject a signed agreement within 90 days of issuance;
- d. Failure by the GRANTEE to make progress on the project within 90 days of a fully signed agreement;
- e. Unsatisfactory financial conditions of the GRANTEE, which endanger the performance of the grant; not limited to incorrect reimbursement requests, incomplete or inaccurate receipts, and repetitive late payments;
- f. Unsatisfactory grant reporting conditions of the GRANTEE, which do not provide sufficient information about project progress; not limited to missing quarterly reports, submitting empty project reports, requesting reimbursement without supporting progress report;
- g. Delinquency by the GRANTEE in payments to contractors, except for those payments to contractors that are being contested in good faith by the GRANTEE; and/or
- h. If the Project is not completed.

The STATE shall give notice to the GRANTEE if the GRANTEE is in default. The GRANTEE shall have 30 days from receipt of notice to remedy the default. If the GRANTEE cannot remedy the default within such period of time, the STATE may terminate this Agreement. The right of the STATE to terminate this Agreement shall

not impair any other rights or remedies at law or equity the STATE may have against the GRANTEE under this Agreement or under the law. No waiver of any default by the STATE under this Agreement shall be held to be a waiver of any other subsequent default by the GRANTEE. All remedies afforded under this Agreement are cumulative and in addition to every other remedy provided herein or under the law.

14. Upon default by the GRANTEE and subsequent failure to cure, the STATE may withhold further payments, and may take the following additional actions, as appropriate:
 - a. Terminate all or any part of the balance of the grant.
 - b. Demand immediate repayment of all or part of any payment made to the GRANTEE.
 - c. If the Project is not completed, the GRANTEE is required to reimburse the STATE for funds expended for those portions of the Project that will not stand on their own, as determined by the STATE.

15. Any recipient of state grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontracts;
 - a. Contracts (except small purchases) shall contain provisions or conditions that allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms. Contracts shall also provide for the termination of the contract and any other such sanctions and penalties as may be appropriate remedies for the violation or breach of contract terms.
 - b. All negotiated contracts (except small purchases) awarded by GRANTEE utilizing state grant funds shall include a provision to the effect that the STATE shall have access to any books, documents, papers, and records of the contractor directly pertinent to that specific contract, for the purpose of examination, audit, and duplication. The GRANTEE shall require contractors to maintain all required records for three (3) years after GRANTEE makes final agreement with contractors. FURTHER, THEREFORE, disbursement of grant funds shall be made upon compliance with the terms of this Agreement, including, but not limited to:

16. Prior to commencement of work, GRANTEE shall procure letters of commitment from partner agencies indicating the partner agencies are willing and able to provide the funds promised in the application and submit these letters to the STATE.
17. The STATE will make grant payments on a reimbursement basis only. Reimbursements may be delayed if the requirements in Paragraph 16 hereof are not satisfied. To the extent possible, it is requested that individual payment requests total \$1,000 or more to increase processing efficiencies and to decrease administrative costs for both the STATE and the GRANTEE.
18. The GRANTEE will provide the STATE with quarterly progress reports on STATE’S report form; adhering to the minimum following schedule:
- | | |
|--------------------------------------|-----------------------|
| a. Quarter - January 1 - March 31 | Due April 15 |
| b. Quarter - April 1 - June 30 | Due July 15 |
| c. Quarter - July 1 - September 30 | Due October 15 |
| d. Quarter - October 1 - December 31 | Due January 15 |
19. All reimbursement requests by the GRANTEE will be submitted on the STATE’S “Reimbursement Report Form”, and must include supporting documentation, including, but not limited to, paid invoices, receipt details outlining the basis for the expenditures, timesheets, other outlay documents as needed to prove expenditures, and the signature of the official responsible for approving the expenditures. Reimbursement requests must be accurate, accompanied by a detailed project progress report and submitted by the quarterly reporting deadline detailed in Paragraph 18. The STATE reserves the right to request any additional information, related to project expenses, that the STATE determines necessary to process a grant payment.
20. A final completion report (electronic) will be submitted on the STATE’S “Final Report Form” no later than 2 weeks prior to the Agreement termination date. (Please note that final reimbursements will not be made until satisfactory completion of the final report.).

21. The GRANTEE will maintain an accurate record of all expenditures related to the project. Records must be supported by source documentation. All services claimed as non-State share must be documented through time cards or records signed by both the employee and project supervisor.

22. All work performed and expenses incurred, including those prior to the period specified in the “Project Agreement,” may be eligible for reimbursement through the Program if specifically described in this Agreement and if the GRANTEE provides documentation detailing the work performed as follows and submitted on an outlay report form:
 - a. The work is related directly towards project implementation as outlined in this Agreement;
 - b. The work performed is considered eligible for reimbursement per Program regulations and procedures as determined by the STATE;
 - c. The total grant amount specified in the Agreement does not increase.

23. The GRANTEE will notify the STATE immediately in writing of problems or changes in scope of work, budget, product, and performance. The STATE reserves the right to withhold payment until acceptance of the change. Significant changes may require review by the Technical Advisory Committee. Any changes made to project documents shall be submitted to the STATE.

24. GRANTEE requests for funds exceeding this grant amount require an amendment to this Agreement and must be approved by the STATE. Requests for funds that exceed twenty-five (25) percent of the original grant amount may also require the review of the Technical Advisory Committee.

25. The making by the STATE of any payment shall not constitute nor be construed as a waiver by the STATE of any breach of covenant or impair or prejudice any right or remedy at law or equity available to the STATE.

26. Upon receipt of the Final Completion Report, and any other documents related to the project, the STATE shall execute a release only of its rights under the Agreement to seek repayment of the grant based on default. The release shall specifically state that the GRANTEE has performed the required duties under the Agreement.

27. This project shall not be initiated using Program funds unless other funds supporting the complete project are secured by the GRANTEE. The STATE shall be contacted to discuss project alternatives if complete project funding is not secured.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date below and intend to be legally bound thereby.

STATE

Date:

Chad Stephens, Deputy Director
Department of Conservation and Natural Resources

PROGRAM

Date:

Kaden Barmore, Program Manager
Nevada Off-Highway Vehicles Program

GRANTEE

Date

Commission Approved Budget:

AARON D. FORD
Attorney General

KYLE E.N. GEORGE
*First Assistant Attorney
General*

CHRISTINE JONES
BRADY
*Second Assistant Attorney
General*



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

100 North Carson Street
Carson City, Nevada 89701

JESSICA L. ADAIR
Chief of Staff

RACHEL J. ANDERSON
General Counsel

HEIDI PARRY STERN
Solicitor General

MEMORANDUM

- Confidential – Attorney Client Privilege -

To: Nikhil Narkhede, Off Highway Vehicle Program Manager
Commission Members, Off High Vehicle Commission

From: Anthony J. Walsh, Deputy Attorney General, (775) 684-1213,
AJWalsh@ag.nv.gov

Date: August 30, 2021

Subject: Parameters of Off High Vehicle Grant Funding in Connection to Law
Enforcement Funding Requests

In your capacity as Program Manager for the Off Highway Vehicle Commission, you have requested my legal opinion regarding the scope of NRS 490 as is relates to grant funding requests.

QUESTIONS AND SHORT ANSWERS

1. What are the limitations NRS 490.069 in relation to grant funding requests submitted by law enforcement agencies?

It is recommended that law enforcement requests for grant funding be directly tied to the specific uses defined by statute. Though some statutory uses appear broad, they should be viewed as narrowly as possible to avoid accusations of arbitrary and capricious decision making.

I. ANALYSIS

NRS 490.069 Account for Off-Highway Vehicles states, in pertinent part:

(c) Any money in the Account that is not used pursuant to paragraph (a) or (b) each fiscal year may be used by the Commission to award grants as provided in [NRS 490.068](#) for projects relating to:

(1) Studies or planning for trails and facilities for use by owners and operators of off-highway vehicles. Money received pursuant to this subparagraph may be used to prepare environmental assessments and environmental impact studies that are required pursuant to 42 U.S.C. §§ 4321 et seq.

(2) The mapping and signing of those trails and facilities.

(3) The acquisition of land for those trails and facilities.

(4) The enhancement or maintenance, or both, of those trails and facilities.

(5) The construction of those trails and facilities.

(6) The restoration of areas that have been damaged by the use of off-highway vehicles.

(7) The construction of trail features and features ancillary to a trail including, without limitation, a trailhead or a parking area near a trailhead, which minimize impacts to environmentally sensitive areas or important wildlife habitat areas.

(8) Safety training and education relating to the use of off-highway vehicles.

(9) Efforts to improve compliance with and enforcement of the requirements relating to off-highway vehicles.

Principles of statutory interpretation favor the plain meaning of the statute. *State v. Lucero*, 249 P.3d 1226, 127 Nev. 92 (2011). At the same time, agency decisions are required to be supported by substantial evidence OR are required not to be arbitrary and capricious. See NRS 233B.135.

Nevada courts have widely interpreted such requirements and have found that the Nevada Supreme Court's role in reviewing an administrative decision is identical to that of the district court: to review the evidence presented to the agency in order to determine whether the agency's decision was arbitrary or capricious and was thus an abuse of the agency's discretion. See *United Exposition Service Co. v. SINS*, 851 P.2d 423, 109 Nev. 421 (1993); *Titanium Metals Corp. v. Clark County*, 99 Nev. 397, 399, 663 P.2d 355, 357 (1983).

Courts will not substitute its judgment of the evidence for that of the administrative agency. *State, Dep't of Mtr. Vehicles v. Becksted*, 107 Nev. 456, 458, 813 P.2d 995, 996 (1991). Courts are further limited to the record below and to the determination of whether the administrative body acted arbitrarily or capriciously. *State, Emp. Sec. Dep't v. Weber*, 100 Nev. 121, 124, 676 P.2d 1318, 1320 (1984). The central inquiry is whether substantial evidence supports the agency's decision. *Desert Inn Casino & Hotel v. Moran*, 106 Nev. 334, 336, 792 P.2d 400, 401 (1990). **Substantial evidence is that which a reasonable mind might accept as adequate to support a conclusion.** *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986).

My research does not reveal any cases in which Nevada courts have reviewed the requirements of NRS 490.069. However, based on the above "plain meaning" principal and requirement under NRS 233B that decisions not be in excess of statutory authority; that they must be supported by substantial evidence or not be arbitrary and capricious, there is room for commission to interpret the defined elements of NRS 490.069.

For example, in past meetings, law enforcement agencies have requested grant funding for projects that either loosely or do not comfortably fit into the subsections of NRS 490.069. Primarily, commissioners have expressed concern that the Commission cannot simply fund a specific or blanket law enforcement project. I agree in that no element of NRS 490.069 authorizes such funding.

However, NRS 490.069 (c) (8) and (9), which authorize funds for safety training and education, as well as funding for efforts to improve compliance and enforcement of the requirements relating to off highway vehicles, do leave room for law enforcement agencies to benefit from OHV funding while also fulfilling their mandate of public protection and law enforcement.

Because there is no case law interpreting this statute, my recommendation is not based on any one Nevada case. Rather, only a few hypothetical scenarios seem instructive in order of descending departure from the law:

- 1) It would be a clear-cut departure from NRS 490.069 to fund a law enforcement agency's request for any OHV simply to conduct patrols.
- 2) It would be close, but likely acceptable, to fund a law enforcement agency's request for funding to be used to purchase or maintain an OHV that would be primarily used for training and efforts to enforce OHV requirements (presumably registration and tags), to the extent that the requesting agency can articulate that need. If an agency can describe that general patrolling duties, such as DUI, poaching or littering would be incidental to the main use of the OHV, I feel confident that the Commission's approval would not be outside the scope subsection (9) and would not be arbitrary or capricious.
- 3) It would be clearly acceptable for the Commission to approve funds for a law enforcement OHV that would exclusively be used for education, training or trail maintenance.

Conclusion

Because NRS 490.069 contemplates efforts to improve law enforcement capabilities relating to OHV laws, there is room for the Commission to make funding decisions based on subsection (9). However, such funding decisions should be based on clear requestor articulations of how the request relates to the statute. If the Commission is satisfied with that connection and there is enough evidence on the record to support a reasonable decision, the Commission would not be in excess of statutory authority under NRS 22B.135(3)(b).

Please note that such decisions are highly situational and can only truly be considered on a case-by-case basis and the quality of the request.

This memorandum is not to be construed as an official Attorney General's Office Opinion. This memorandum reflects the review, research and legal advice of the assigned Deputy Attorney General, Anthony J. Walsh.