



**STATE OF NEVADA
Off-Highway Vehicles Program**

901 South Stewart Street, Suite 1003
Carson City, Nevada 89701
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**NEVADA OFF-HIGHWAY VEHICLES PROGRAM
NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**

2022 NEVADA OHV GRANT APPLICATION

(REQUEST FOR GRANT APPLICATIONS, APPENDIX A)

**APPLICATIONS DUE
November 19, 2021, 5:00 PM, PST**

Please mail early; Applications postmarked prior to 8:00 am on November 19, 2021, but not received prior to that time are untimely and will not be considered.

SUBMIT: ONE FULL COLOR COPY
BY MAIL OR HAND DELIVERY
(8.5" X 11" ONLY. MAPS MAY BE 11"X17" NO LARGER)

AND

ONE SINGLE ELECTRONIC FILE; PDF VIA EMAIL NNarkhede@ohv.nv.gov
OR MEMORY DEVICE ENCLOSED WITH APPLICATION

TO: NEVADA DEPT. OF CONSERVATION AND NATURAL
RESOURCES
OFF-HIGHWAY VEHICLES PROGRAM
ATTN: NIKHIL NARKHEDE
901 S. STEWART STREET, SUITE 1003
CARSON CITY, NV 89701

For questions please contact:
Nikhil Narkhede
(775) 684-2794
NNarkhede@ohv.nv.gov

NEVADA OFF-HIGHWAY VEHICLES PROGRAM
2022 GRANT APPLICATION
Nevada Commission on Off-Highway Vehicles
Nevada Department of Conservation and Natural Resources

This application has FIVE sections which are all REQUIRED to be filled out in full. To avoid disqualification, all application areas must be concise and complete; certifications must be signed and dated. Denied applications: correspondence will be sent to applicant by email describing the reason for declaring the application incomplete.

SECTION I - PROJECT AND APPLICANT INFORMATION

1. Project Name: Southern NV OHV Cultural Resource Preservation Education & Interpretive Plan for Top 10 Visited Archaeological Sites
2. Project Timeline: As soon as funds are available to December 31, 2022
3. Applicant Name: Nevadans for Cultural Preservation

Mailing address: P.O. Box 400483, Las Vegas, NV 89140

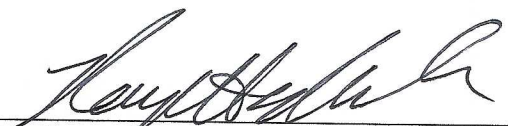
Phone: (702) 466-3013

Email: contact@nvfc.org

4. Classification of Applicant: (check one)

☐ Federal ☐ State ☐ County ☐ Local/Municipal ☐ Other: _____
☐ Partnership ☒ Non-profit ☐ for Profit ☐ Individual

If the applicant is a corporate or legal entity, proof of good standing in the entity's state of incorporation is required. NAC 490.1345 (Note: grantees must have the capacity to implement and accomplish proposed project and properly administer awarded funds).



Applicant Signature
(Chairperson/President/Authorized Official)

11/16/2021
Date

5. Project Manager: Rayette Martin

Mailing address: 7524 Mulgrave Ct. Las Vegas, NV 89113

Phone: (702) 466-3013

Email: rayette@nvfc.org

6. Classification of Land Control: *(check all that apply)*

☐ Federally managed public land ☐ Private Land ☐ County ☐ City

X Other: Access to archaeological sites and other project tasks may take place on a variety of public lands but no changes to the lands are proposed.

☐ Lease; Attach copy of lease with expiration date.

☐ R&PP; Attach copy of lease with expiration date.

If the proposed project is to be carried out on public land, attach any applicable written agreement with any government entity having jurisdiction over that land, including permits, leases, easements, and rights-of-way. NAC 490.135

7. Landowner: _____

Mailing address: _____

Phone: _____

Email: _____

8. THE LANDOWNER MUST PROVIDE A LETTER STATING THAT:

(See example Appendix B)

- a) Landowner has read the Request for Grant Application package.
- b) Landowner agrees with the application and the terms of the grant.
- c) 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.
- d) 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
- e) 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.

9. PROJECT COSTS:

(grant request and matching funds directly related to the project)

State OHV Grant Request: \$77,769

Matching Funds: \$12,512

Total Project Amount: \$90,281

What are the sources or Partners for your leveraged (matching) funds?

☐ Federal ☐ Private ☒ In-kind ☐ City/County ☐ Other

Please describe additional funding source(s):

Type here:

- OHV Preservation Ambassadors and other OHV volunteers will be consulting with NVFCP throughout the entire grant project. They will also be collecting site data specifically for this project. It is anticipated that 300 volunteer hours will be spent on this project for a total in kind donation of \$8,562.
- A NVFCP volunteer who specializes in data systems and analytics will be donating their time to assist in creating a foundation for managing the types of data gathered during this grant project. It is anticipated that their efforts will result in 160 hours for a total in kind donation of \$4,566.

10. LETTERS OF SUPPORT FROM PARTNERS are required:

- a) Confirming they agree to the terms of the grant; and
- b) That they are committed to providing match/cash or other tasks in the application that are assigned to them.

Additional Letters of Support may be attached at the end of this application (limit 3).

11. Project Type(s) (NRS 490.069 Sec.2c) check all that apply:

- ☒ Studies or planning for trails and facilities;
- ☐ Environmental Assessments and Environmental Impact Studies.
 - ☒ Other studies Impact assessment and interpretive planning for cultural sites visited by the OHV community.
- ☐ Acquisition of land for trails and facilities
- ☐ Mapping and signing of trails and facilities

- ☐ Reconstruction, enhancement or maintenance 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 and registration
- ☐ Compliance and enforcement (See Appendix C, Enforcement Strategy example)

12. ALL TRAIL USERS: (*check all that apply*)

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Mountain Biking | <input checked="" type="checkbox"/> Hiking/Backpacking | <input checked="" type="checkbox"/> Equestrian |
| <input type="checkbox"/> Single track motorcycle | <input type="checkbox"/> Snowmobiling | <input type="checkbox"/> Snowshoe/ski |
| <input checked="" type="checkbox"/> ATV quads | <input checked="" type="checkbox"/> Dune buggy | <input checked="" type="checkbox"/> UTV Side by side |
| <input type="checkbox"/> Race Course | <input type="checkbox"/> Skills riding course | |

Please explain how you intend to manage user interactions:

All public land users will be encouraged to be citizen stewards and explore archaeology, report damages, and protect Nevada's heritage. The training provided under this grant will be specifically for OHV users; however, interpretive plans for the cultural sites will speak to all land users. Nevada's history is for everyone to enjoy.

- 13. Scope of Work:** Please describe *exactly* what work will be completed. Programs, planning, NEPA, surveys, mapping, include miles of trail, trail type and other quantitative goals including a timeline for completing the work. NAC 490.1375. If purchase of equipment is included, please explain where/how it will be housed and maintained. (In order to avoid duplication, **do not include** justification or narrative in this section; refer to Section V, Scoring Narrative).

Type here:

This project contains three interrelated educational approaches for reducing the impact the OHV community has on cultural sites while providing the community ways to be actively involved in preserving the places they enjoy. Cultural sites are defined in this proposal as both historic (50 years old -100 years old) and archaeological (100 years old or older) sites where there is evidence of human behavior. Rock art is an example of an archaeological site and an old mine is an example of a historic site. Cultural Resources are the elements that make up the cultural site. These can encompass both artifacts which can be removed and

features which cannot be removed. A tin can and a ceramic vessel are examples of artifacts. A stamp mill foundation and a rock shelter are examples of features.

1. Cultural Resource Preservation (CRP) Education

CRP presentations will be provided at meetings for clubs and groups listed on the ohv.nv.gov website as well as those suggested by OHV community members. NVFCP has been providing these types of trainings since 2013; however, recently the Nevada Site Stewardship Program (NSSP) which has been active partners with NVFCP since 2013, created an online citizen reporting system. This system allows anyone to be involved in actively engaging in site preservation by connecting them directly with NSSP. Since this new development, NVFCP's CRP presentations have changed to incorporate citizen reporting. In addition to the presentations, NVFCP will hand out plastic cards as well as trifold brochures to encourage the OHV community to report cultural site impacts to NSSP.

The NSSP is a state-run volunteer program that formed under the Nevada State Historic Preservation Office in 2005 (NRS 383.075). NSSP manages both volunteers and cultural sites for both state and federal partners.

Deliverables: A minimum of seven CRP presentations will be provided to the OHV community in southern Nevada. NVFCP will create and print plastic cards and trifold brochures that encourage reporting damages online. The goal is to educate a variety of OHV groups and get the word out about the online reporting system. Attendance at previous club presentations has ranged from 20-80 members.

Timeline: At least seven presentations will be completed by May 2022. Additional presentations may continue for the duration of the grant as opportunities arise.

2. OHV Preservation Ambassador (OHV PA) Program

OHV PAs will be recruited from the OHV group presentations. A recruitment brochure will be handed out to interested parties detailing the role and responsibilities of a preservation ambassador. OHV PAs will be individuals who have a personal vested interest in cultural site preservation. These individuals will be provided additional training so they may identify historic and archaeological sites, assist with selecting sites for future interpretation, and be advocates for the OHV community regarding cultural resource preservation. They will also adopt publicly interpreted cultural sites for monitoring on an annual basis with their

associated OHV groups. OHV PAs will be invited to join NVFCP in documenting the current conditions of their adopted site(s) so they become familiar with their entire site and know how to identify changes to their site(s) over time. Once trained, OHV PAs will be recognized with a decal for their vehicle.

Deliverables: A minimum of three OHV PA trainings will be scheduled and online modules will be created for future trainees and other interested parties. The goal is to train at least 6 volunteers in person. With assistance from the OHV PAs, NVFCP will provide current condition information on adopted sites to the NSSP. NSSP will manage tracking reports made by OHV PAs and the OHV community during and after this grant project. The reports made by the OHV PAs and community are provided by NSSP to the corresponding state and federal land managing agencies on an annual basis. NVFCP will create and print OHV PA recruitment trifold brochures and recognition decals for trained OHV PAs.

Timeline: Initial OHV PA trainings to be completed before September of 2022. Current condition information on adopted sites will be provided to NSSP before the end of the granting period.

3. Interpretive Plans for the Top 10 OHV Visited Cultural Sites

In addition to the interactions during the CRP education meetings and OHV PA training, NVFCP will work with OHV PAs and other OHV volunteers to collect information on where the OHV community is accessing cultural sites on public lands. To this end, NVFCP may be provided shape files, coordinates, or be taken on ride-alongs with groups, clubs, or volunteers. Smartphone apps like Avenza and onX Offroad may be used to file share while other OHV users may need to have a paper map provided to them to chart their routes. OHV land users will be encouraged to provide photos and descriptions of sites they have visited. NVFCP may be required to go to select sites to verify their locations and conditions. Each site found to be visited by the OHV community during this investigation will be recorded. From this record and in coordination with the OHV community and land managing entities, ten sites will be selected for either the installation of interpretive signage or improvements to existing signage. With input from the OHV community, land managing entities, and other partners like Tread Lightly and NSSP, each site will be evaluated and an interpretation plan developed. Each site's interpretation plan will include a justification for the site's selection, the type of sign(s)

or improvement(s) to be made to existing signage, installation or replacement information, and a list of content to be included on the interpretive panels.

Equipment: A helmet and goggles for ride-alongs.

Deliverables: A report on the presence and condition of prehistoric and historic cultural sites along currently utilized OHV access routes will be provided to land managers. Updated condition information will also be provided to the NSSP for any sites monitored in their program. These two reports cannot be made public due to site location confidentiality requirements under the Archaeological Resource Protection Act of 1979; however, a publicly accessible report will be created and provided to the Commission and any partners. This report will not contain protected site location information.

An interpretation plan will be completed for each of the 10 sites and provided to the corresponding agency. The plan will contain the information needed for each agency to get the proper approvals for installation or replacement of the signage.

Timeline: List of sites and their damages by September 2022. Reports to agencies, NSSP, and the public by the close of the grant. The list of top 10 sites will be completed by November 2022. Completed interpretation plans for each of the 10 sites will be completed before the end of the granting period.

Video

A short video of the grant project will also be completed and provided to the Commission for inclusion on the ohv.nv.gov website. This video will be provided before December 31, 2022.

14. Standards/Guidelines that will be applied to your project:

- ☐ Universal Access to Outdoor Recreation - A Design Guide
- ☐ USFS Standard Specifications for Construction & Maintenance of Trails
- x BLM Handbook 9114-1 Trails (6.3)
- ☐ NOHVCC Handbooks

Other: Archaeological Resource Protection Act and ProValens Foundations of Interpretation

15. Has the applicant received funding from the OHV Program in the past?

X No ☐ Yes

Number of projects funded: _____

Amount of funding Received: \$_____

Number of projects Completed: _____

SECTION II – LOCATION, MAPS, PHOTOS

Project Location:

County: Clark, Nye, and Lincoln

Nearest Municipality/Town/City: Las Vegas, Mesquite, Laughlin

Center of project: Latitude: Multiple Longitude: Multiple

If the shape-files for the trail system are available, please submit them in the e-file. The shape-files of the trail will be required at project end. Program will assist in the collection of the data if needed.

MAPS ARE A VERY IMPORTANT PART OF THE APPLICATION. THEY ARE REQUIRED AND CONSIDERED PART OF THE FINAL AGREEMENT IF FUNDED.

Required Maps: for all maps please include a legend, north arrow, scale, and map name.

Topographic maps preferred. You may include *additional* aerial/google maps.

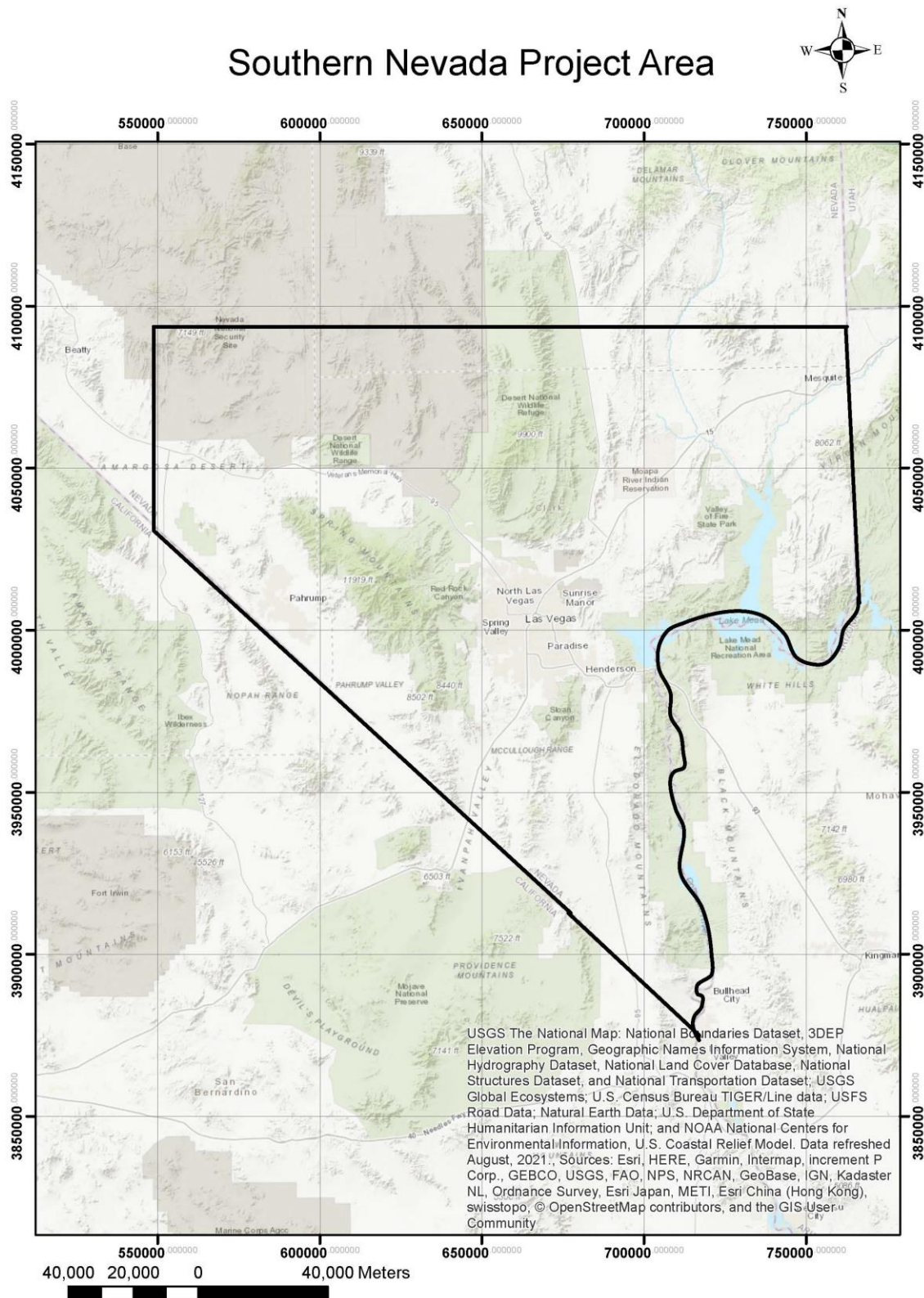
- ☐ General location map (showing project area within the state or county)
- ☐ Topographic map (7.5 minute series quadrangle, 1:24,000 scale) with project boundary and map name Township:_____ Range:_____ Sections_____
- ☐ Detail map indicating specific project elements (e.g., structures, trail alignment)
 - Maps larger than 11x17 will not be accepted

Please attach the following photographs:

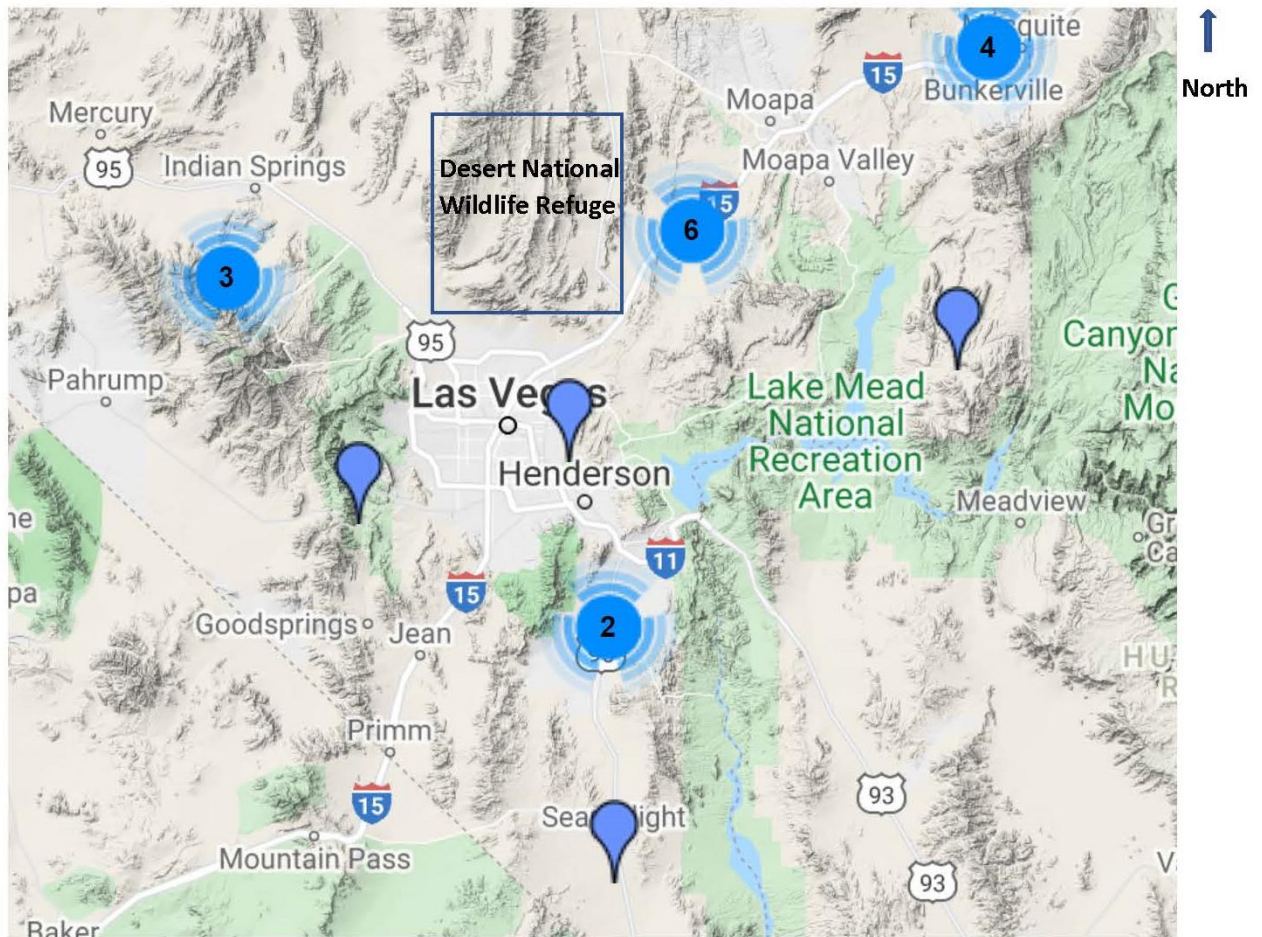
- ☐ *At least two (2) overviews of the project area from different angles and distances. (Good photographs at trail level and google aeriels help the scoring committee to understand the location, depth and breadth of your project.)*

The project area is broad and covers many different agency lands. The boundary is drawn to illustrate that the focus of this project in the southern region of the state. NVFCP will work individually with each land manager and their staff to determine if they would like to have a cultural site adopted for monitoring by a volunteer OHV PA and if they would like an interpretive plan created for one or more of their cultural sites. These discussions will occur after NVFCP's

research and work with the OHV Community. It is important to note that during this grant, there will be no changes to any public lands.



OHV Trails Covered Under Southern Nevada Project Boundary

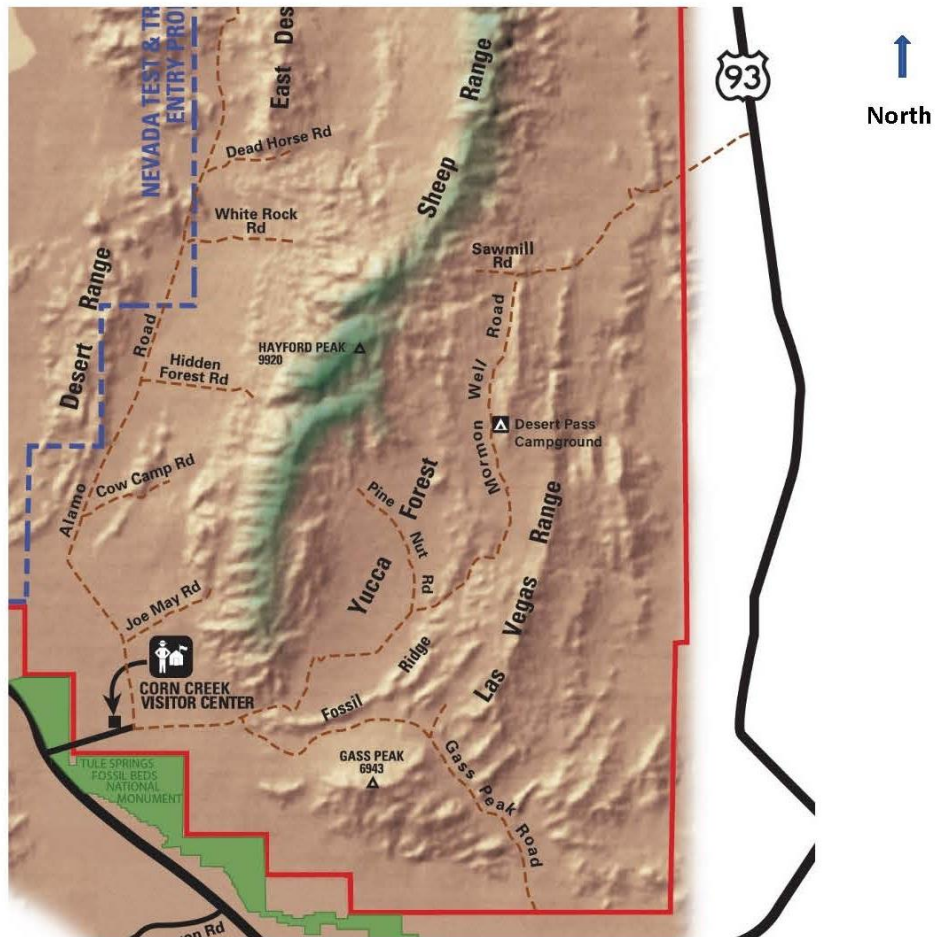


<https://ohv.nv.gov/trail>

Bitter Springs Backcountry Byway
 Boulder City Conservation Easement
 Clark County South
 Cold Creek to Indian Springs Loop
 Coyote Springs
 Dry Lake Valley
 Flat Top Mesa
 Gold Butte Backcountry Byway
 Gold Butte National Monument
 Jean/Roach Dry Lake Beds

Logandale Trails System
 Moapa Valley City Streets
 Mormon Mesa
 Nellis Dunes OHV Recreation Area
 Pahrump
 Rainbow Gardens
 Red Rock Canyon NCA
 Searchlight
 Spring Mountains NRA

Dirt Roads on US Fish and Wildlife Service Lands Covered Under Southern Nevada Project Boundary

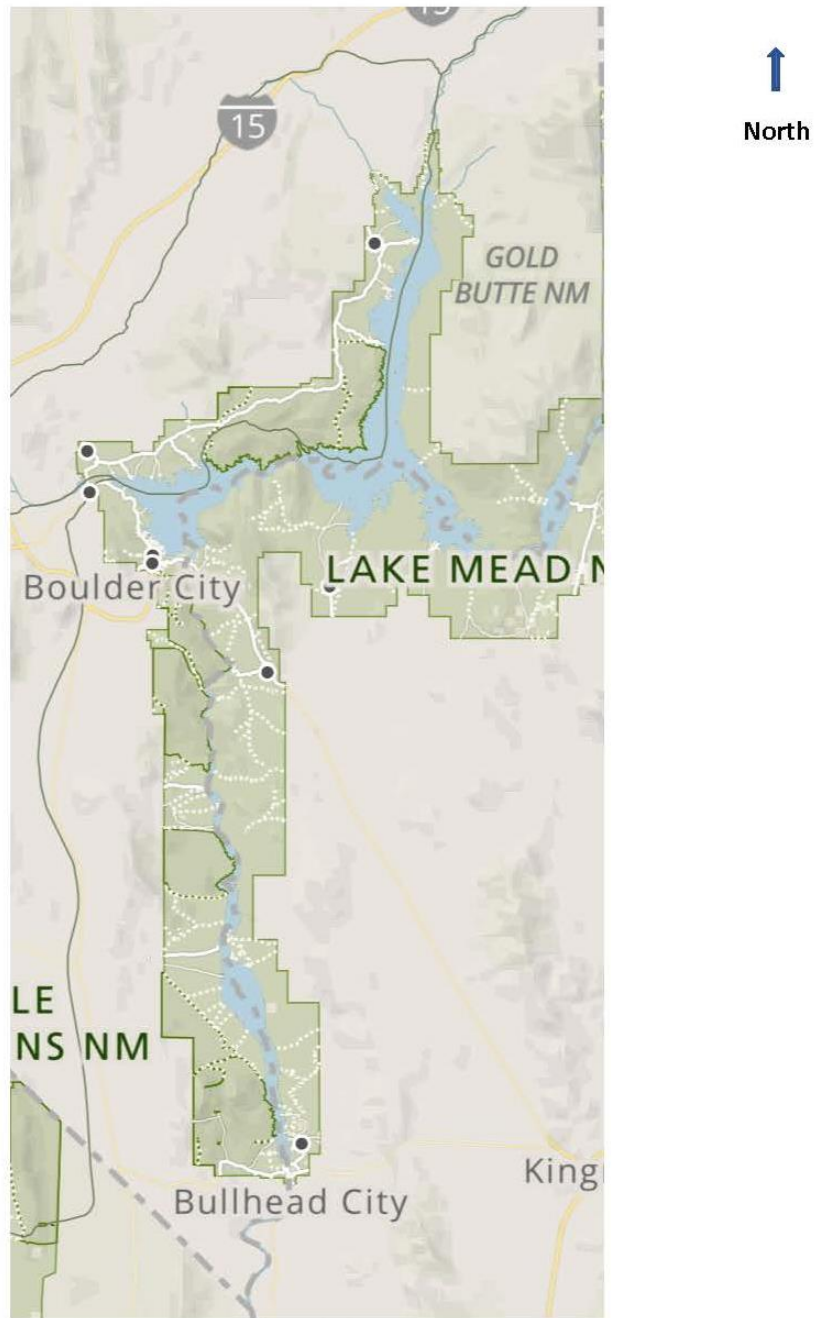


https://www.fws.gov/uploadedFiles/Region_8/NWRS/Zone_1/Desert_Complex/Desert_National_Wildlife_Range/Images/Documents/Desert%20map--Jess%20test22X28%201-10-20.pdf#b

Alamo (Southern Portion)
Cow Camp
Dead Horse
Hidden Forest
Gass Peak

Joe May
Mormon Well
Pine Nut
Sawmill
White Rock

Dirt Roads on National Park Service Lands Covered Under Southern Nevada Project Boundary



<https://www.nps.gov/lake/planyourvisit/maps.htm>

**NPS boundary is in green. The dirt roads are in white.
Only those within Nevada will be included in this project.**

SECTION III - Federal Lands or Other

Federal Environmental Compliance

A. If Federal funds or Land are a part of the project and NEPA was completed, indicate which document was produced, and **please attach the decision document to this application:**

- ☐ Record of Decision (ROD)
- ☐ Finding of No Significant Impact (FONSI)
- ☐ Categorical Exclusion (CX)
- ☐ SHPO 106 compliance/concurrence letter.
- ☐ Other compliance documents already completed. (do not attached the EA or EIS)
- ☐ Not applicable

If NEPA or planning is a part of the project describe the steps in the Scope Section I, #13.

SECTION IV - BUDGET

Proposed Budget: Provide your budget details to include at a minimum the items in the following table. You may create your own spreadsheet.

- Your budget must align clearly with your scope of work from #13. Be specific, as your application will rate higher.
- 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.**

NVFCP Budget

Contractor Hours*

	Hours	Rate	Total
CRP Education	75	\$55	\$4,125
OHV PA Program	400	\$55	\$22,000
Interpretive Plans	700	\$55	\$38,500
Video	40	\$55	\$2,200
	1215		\$66,825

Travel (Mileage)

	Mileage	Rate	Total
CRP Education	250	\$0.58	\$145
OHV PA Program	1,150	\$0.58	\$667
Interpretive Plans	1,150	\$0.58	\$667
	2550		\$1,479

Travel - Lodging & PerDiem **

	Trips	Rate	Total
CRP Education	0	0	0
OHV PA Program	2	\$169	\$338
Interpretive Plans	3	\$169	\$507
	5		\$845

Supplies

	Description	Count	Cost
CRP Education			
Reporting Handouts	Plastic Business Card	1,000	\$500
	Trifold Brochure	1,000	\$300
			\$800
OHV PA Program			
Recruitment	Trifold Brochure	1,000	\$300
Recognition	Decals for Vehicle	50	\$100
			\$400
Interpretive Plans			
Mapping	USGS Print Maps	10	\$100
	Apps-Example onX Offroad		\$100
			\$200
Total for all projects			\$1,400

Equipment***

	Description	Count	Cost
Safety	Helmet & Goggles	1 ea.	\$150
			\$150

Administrative Costs

	Amount	Rate	Total
Project Subtotal	\$70,699	10%	\$7,070
			\$7,070

Costs Summary

	Quantity	Rate	Total
Contractor			
Hours	1,215	\$55.00	\$66,825
Travel			
Miles	2,550	\$0.58	\$1,479
Lodging/PerDiem	5	\$169.00	\$845
Supplies			
Print Materials	3,050	varies	\$1,200
Maps	10	\$10.00	\$100
Apps			\$100
Equipment			
Helmet & Goggles	1 ea.		\$150
subtotal			\$70,699
Admin Costs	\$70,699.00	10%	\$7,070
Grant Request			\$77,769

In Kind

	Hours	Rate	Total
CRP Education			
	0	\$0.00	\$0.00
OHV PA Program			
OHV Volunteers	190	\$27.20	\$5,168
Data Manager	40	\$27.20	\$1,088
Interpretive Plans			
OHV Volunteers	110	\$27.20	\$2,992
Data Manager	120	\$27.20	\$3,264
			\$12,512

Total Project Cost

	Percent	Total
Grant Request	86%	\$77,769
Match	14%	\$12,512
Total	100%	\$90,281

* The NVFCP Executive Director will fulfil the scope of work for this grant. They will work exclusively on this project for 1,215 hrs. @ \$55/hr.

** Using GSA rates each trip is estimated at \$169 Hotel with tax \$110 + PerDiem \$59 = \$169

***Helmet and goggles will be tried on for proper fit. Most helmets are around \$100 plus tax/shipping.

SECTION V – PRIORITIES AND SCORING NARRATIVE

Grants will be scored based on answers to the Ten (10) criteria listed below. Each criteria carries a weight determined by the OHV Commission, voted upon during the public meeting on 9/7/2021. Please reference scoring criteria form.

- 1. Law Enforcement Strategy that addresses registration enforcement, including Public Education & Outreach aimed at increasing renewals and new registrations:** *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.*

Each presentation NVFCP provides to the OHV community will include information on OHV registration. In addition, the interpretation plan for ten cultural sites will reference OHV registration and Tread Lightly principles.

- 2. Enhancement or Maintenance of existing trails and facilities:** *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).*

Interpretive plans will be created for ten archaeological sites that are visited by the OHV community. These plans will include the installation of or improvements to interpretive signage. Sites will only be selected if the Land Managing Agency is willing to improve, replace, or install new signage at that location and there is support from the existing Recreation Planner and Archaeologist. No signs or improvements will be purchased during this grant round, but interpretive plans for enhancing the visitor's experience at the sites will incorporate the need for continued maintenance of signage by the Land Managing Agency.

- 3. Training:** *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?*

NVFCP will only be providing safety training regarding visiting archaeological sites and will reference existing safety resources such as the materials and training provided by the Nevada Outdoor School (NOS) and National Off-Highway Vehicle Conservation Council (NOHVCC).

- 4. Trail mapping and signing of existing trails and facilities:** *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*

As part of assessing which archaeological sites should receive interpretive planning, NVFCP will compile information on the trails being used and cultural sites being visited or driven by. Archaeological site location information is protected under the Archaeological Resource Protection Act of 1979, but information on the trails and the groups that use them

could be provided to any interested parties. It is possible that with time land managers would be willing to incorporate publicly interpreted cultural site locations and information on the web mapping application on OHV.NV.GOV.

- 5. Connectivity/Loops:** *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.*

Not applicable.

- 6. Planning, Environmental Studies, Conservation:** *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?*

The overall goals for this project are to reduce impacts to cultural sites from OHV users, provide OHV users an opportunity to actively engage in preservation, and enhance their experiences at sites through interpretation. If successful in Southern Nevada, NVFCP hopes to continue these efforts state-wide. To ensure that the goals are achieved, it is necessary for NVFCP to engage with the OHV community throughout the entire project.

Cultural Resource Preservation (CRP) Education

Since 2013, NVFCP has provided CRP education for the OHV community. Having already established a relationship with Desert Wranglers, Vegas Valley 4 Wheelers, and Dunes and Trails, we know our approach to education is well received. NVFCP will continue to build positive rapport and open communication with the OHV community by attending and presenting Cultural Resource Preservation education at OHV group meetings whether held online, indoors, or on the trail. Presentations cover how to identify cultural resources, why their preservation is important, the laws that protect them, and how to report any damages to the Nevada Site Stewardship Program.

OHV Preservation Ambassador (OHV PA) Program

To ensure this education continues to be shared in the OHV community, OHV PAs will be recruited at club/group meetings. These individuals will receive additional training on laws, ethics, artifact identification, documentation practices, and reporting procedures. They will be encouraged to work with their group affiliations to adopt a public site and monitor it annually. Monitoring includes submitting reports and photographs to the State Historic Preservation Office's Nevada Site Stewardship Program (NSSP) through their online reporting website. These first ambassadors will be able to help develop the program through their experiences and feedback. NVFCP will maintain a database to record basic contact information on who has received OHV PA training, the names of the sites they have adopted, and the organizations they were affiliated with when they trained.

Interpretive Plans for the Top 10 OHV Visited Archaeological Cultural Sites

In addition to the sites the OHV PAs adopt for monitoring, research will be conducted to determine where else the OHV community is riding and what cultural sites they are visiting. A variety of methods will be utilized to gather that data including ride-alongs, focus groups,

and meetings. From the list of these sites, ten will be chosen and interpretive plans prepared for their respective agencies.

The sites will first be evaluated based on factors related to significance, visitation, and condition such as:

- Is the site eligible for listing in the National Register of Historic Places?
- Popularity/visitation rates
- Current level of impact and potential for future impacts
- Sensitivity of the area

Sites will be further evaluated based on partnership opinions and participations, for example:

- Are the OHV groups in support of signage at the location?
- Is the Land Managing Agency willing to improve, replace, or install new signage at that location?
- Do the Recreation Planner and Archaeologist support this?
- Is it located along a designated route?
- Does it align with the RMP for the area?

The interpretive plan for each of the 10 sites include the information needed for each agency to get the proper approvals for installation or replacement of the signage. The plan includes a list of content for the interpretive panel(s).

At a minimum signage will:

- Address OHV related issues, encourage registration, and incorporate Tread Lightly principles,
- Reference the importance of the site and its history,
- Provide directions on how to report damage found at the site to the Nevada Site Stewardship Program,
- If relevant, provide content on the environment, biology, geography, geology, maps, etc.
- If possible QR codes will be used for things like site maps, reporting impacts, and stories/voices

Phase II

This grant application does not include the second phase of this project which involves creating the content for the signs, purchasing the materials, and installing, repairing, or replacing signage. There are too many factors that depend upon the sites that are selected to be able to properly estimate time and costs. These factors include the agencies the sites are managed by, the location (e.g. how remote it is), the sign size, style, and content, and what environmental and cultural heritage clearances are necessary.

A future grant may be submitted for this second phase of the project. However, if grant funds are not available, each agency will have the documentation needed to get the projects approved and funded.

- 7. Access:** *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.*

Cultural sites can be found all across Nevada. They range from Native American rock art sites to old mining towns. These nonrenewable resources create a large draw for the OHV community, often being the destination for group and individual outings. Unfortunately, when damaged through irresponsible visitation, access to these areas can be restricted or closed. NVFCP wants to avoid site damage and prevent access restrictions by educating the OHV community on cultural resource preservation, building a team of volunteer OHV Preservation Ambassadors, and developing plans for installing relevant interpretive and educational signage at cultural sites.

8. Partnering and Leverage: *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.*

The most important partners in this project are the members of the southern Nevada OHV community. This project has been discussed with the Nevada Offroad Association, Desert Wranglers, Vegas Valley 4 Wheelers, Dunes and Trails ATV Club, and other OHV recreation enthusiasts. There has been a positive response to the project and NVFCP believes that partnerships with these organizations, and those we will be reaching out to during the grant, will help guide the project to ensure it is successful in benefiting the OHV community while preventing further damage to cultural sites.

The Nevada State Historic Preservation Office's (SHPO) Nevada Site Stewardship Program (NSSP) will be allowing NVFCP to promote their citizen online reporting system. This means all public outreach and interpretive plans will ask the public to report to one entity throughout the entire state. This is because the NSSP already maintains a database of archaeological sites, monitoring reports, and photographs for five federal agencies and numerous state agencies. They handle both volunteer and public reporting of impacts to historic and archaeological sites and provide reports to agencies regarding monitoring activities. By working with the NSSP, the public and specially trained OHV PA's monitoring efforts will be tracked and contribute to the preservation of these sites well beyond the scope of this grant project.

SHPO is also in charge of maintaining a database that contains location and description information for recorded cultural sites across the state. This information is managed in a geospatial database known as NVCRIS - Nevada Cultural Resources Information System. This database will be utilized to identify sites that are being visited by the OHV community as well as to gather any relevant information on the sites. From the proposed boundary for this project, NVCRIS contains records for over 12,000 archaeological sites.

It is most likely that the cultural sites selected for interpretive planning will fall on federal lands with the exception of Logandale Trails which covers both BLM and Nevada State Parks Lands. Without federal and state support, we would not be able to see our plans to improve and/or install interpretive kiosks come to be.

Organizations such as Tread Lightly and the Nevada Outdoor School will be working with NVFCP to incorporate their ethics, guidelines, and trainings tips to ensure consistent messaging for responsible and safe OHV recreation on our public lands.

9. Economic Integration: *How will this project improve OHV recreation opportunities that help local, regional, or state economies grow?*

It is possible that by improving visitors' experiences at archaeological sites through interpretive signage, more OHV users will recreate in those areas. This impact may not be seen after this first project but over time and with more consistency it is possible that areas will see more visitation.

10. Demand for New Facilities: *Please provide justification for NEW facility/program development: restrooms, trails, signs, and other amenities.*

NVFCP polled OHV users from three different groups at their meetings (Vegas Valley 4 Wheelers, Desert Wranglers, and Dunes and Trails ATV Club). NVFCP informed members of the proposed project and asked for feedback. Almost unanimously, meeting attendees would like to see interpretive kiosks at the sites they visit and believe more education on preserving cultural sites is needed. They do not like seeing these cultural destinations destroyed and they know that they are often the ones blamed for the damage.

Letters of Support

DUNES AND TRAILS ATV CLUB

Dear OHV Commissioners,

As the President of the Dunes and Trails ATV Club, I would like to give my support to Nevadans for Cultural Preservation in their request for a grant from the NVOHV. Rayette Martin was kind enough to attend one of our club meetings and explain the importance of cultural preservation to our group. Her visit opened the eyes to our club of the importance of preserving our history. Education of the public is key to the success of her program. The ability of the OHV community to recognize and protect these resources is vital to the continued access of public lands for the OHV community. Please find this letter as support of DAT to her program and I would hope that the NVOHV would find her efforts vital to the OHV community.



Doug Barnett
President DAT
702-557-0348
doug.barnett@me.com



November 10, 2021

RE: Nevadans for Cultural Preservation OHV Grant

To whom it may concern,

The Vegas Valley Four Wheelers (VV4W), the oldest and largest OHV club in southern Nevada, strongly supports the Nevadans for Cultural Preservation, and the grant application for which they are applying.

Education and targeted interpretation to the OHV is vital in southern Nevada along with signage.

Sincerely,

Kevin F Bailey

Kevin Bailey
Vegas Valley Four Wheelers
President

Vegas Valley Four Wheelers (VV4W)
840 South Rancho Dr. Suite 4-601
Las Vegas NV 89106
www.VV4W.ORG



NEVADA
**STATE HISTORIC
PRESERVATION OFFICE**

STATE OF NEVADA
Department of Conservation and Natural Resources

Steve Sisolak, *Governor*
Bradley Crowell, *Director*
Rebecca L. Palmer, *Administrator, SHPO*

November 15, 2021

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

RE: Letter of Support for Nevadans for Cultural Preservation (NVFCP) Grant Application for
Southern Nevada OHV Cultural Resources Preservation Education and Interpretive Plan.

Dear Program Manager Narkhede:

The Nevada State Historic Preservation Office (NSHPO) supports the 2022 OHV Grant proposal from Nevadans for Cultural Preservation's (NVFCP). This proposal supports several goals, objectives, and tasks identified by the citizens of Nevada during the development of the current Nevada Historic Preservation Plan 2020-2028. These include, but are not limited to, the following:

- Build partnerships to monitor and address the impact of outdoor recreation on cultural resources. (Goal 3. Objective A. Task I.)
- Promote participation in the Nevada Site Stewardship Program. (3.A.II.)
- collaborative marketing strategies to expand access to information about Nevada's authentic heritage assets and experiences. (3.C.I.)
- Create and distribute materials that discourage the collection of artifacts and coordinate with public landowners to update existing maps and public information with a no-collection message. (4.A.VII.)
- Formalize preservation connections with national organizations, regional organizations, and local non-profits. (5.A.I.)

NSHPO manages the Nevada Site Stewardship Program (NSSP) and is willing to assist in the implementation of the proposed activities if the Commission decides to fund this grant proposal. Our support, through the NSSP Coordinator, could include the following activities:

- Integrate historic and archaeological sites adopted by trained OHV Preservation Ambassadors into the NSSP monitoring program.
- Manage monitoring reports submitted by OHV Preservation Ambassadors.

901 S. Stewart Street, Suite 5004 ✦ Carson City, Nevada 89701 ✦ Phone: 775.684.3448 Fax: 775.684.3442

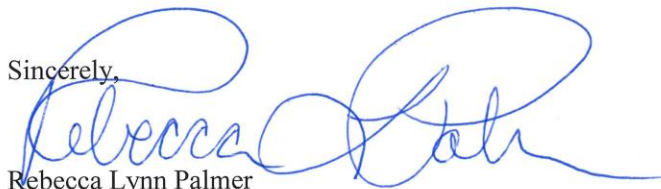
www.shpo.nv.gov

- Promote and support NVFCP's efforts to encourage the OHV community's citizen reporting of impacts to historic and archaeological sites via NSSP's online reporting website.
- Review sites selected for adoption by OHV Preservation Ambassadors.
- Review all proposed interpretation plans prepared by NVFCP.

The proposal is worthy of support by the Commission as it both assists Nevada to meet some of the preservation goals identified by its citizens and supports NSSP's overall mission to protect and preserve Nevada's fragile and significant cultural resources.

If you have any questions concerning this correspondence, please feel free to contact me at (775) 684-3443 or by email at rlpalmer@shpo.nv.gov.

Sincerely,



Rebecca Lynn Palmer
Administrator, State Historic Preservation Officer



United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Southern Nevada District Office

Las Vegas Field Office

4701 N. Torrey Pines Drive

Las Vegas, Nevada 89130

<http://www.blm.gov/nevada>

In Reply Refer To:
9268 (LLNVS01000)

NOV 15 2021

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

Re: Southern NV OHV Cultural Resource Preservation Education & Interpretive

Dear Commissioners:

The above stated project has the support of the Bureau of Land Management (BLM) Las Vegas Field Office, as of November 15, 2021. The location for the proposed project is within lands managed by the BLM. If approved, the grant would allow Nevadans for Cultural Preservation to provide education and outreach to the OHV community on cultural sites while providing the OHV community with ways to be actively involved in preserving cultural sites. This project would also provide interpretive materials for sites that have been approved by BLM.

The proposed project is consistent with land use allocations described in the approved Las Vegas Resource Management Plan (1998) and in compliance with applicable federal, state, and local laws and regulations. The project will be reviewed for potential environmental impacts and if necessary, BLM will provide the appropriate National Environmental Policy Act (NEPA) documents, as required by the NEPA.

We have reviewed the grant application and, if approved, will comply with those terms that are applicable to the BLM. If you have any questions or concerns, please contact Kenny Kendrick, Supervisory Resource Management Specialist, at (702) 515-5073 or kkendrick@blm.gov.

Sincerely,

Stephen Leslie
Assistant Field Manager
Las Vegas Field Office

INTERIOR REGION 8 • LOWER COLORADO BASIN

ARIZONA, CALIFORNIA*, NEVADA*

* PARTIAL



United States Department of the Interior

FISH AND WILDLIFE SERVICE

DESERT NATIONAL WILDLIFE REFUGE
16001 CORN CREEK ROAD
LAS VEGAS, NEVADA 89124
<https://www.fws.gov/refuge/desert/>
702-879-6110



November 15, 2021

TO: OHV Commission

SUBJECT: Letter of Support for Nevadans for Cultural Preservation's (NVFCP) grant application for Southern Nevada OHV Cultural Resource Preservation Education & Interpretive Plan for Top 10 Visited Archaeological Sites

Dear Commissioners,

This letter is provided in support of the subject proposal. We applaud the NVFCP's proactive efforts to further protect cultural resources by engaging user groups who frequent cultural sites in the monitoring process. Building stewardship is the best way to protect resources that have previously been protected by distance and obscurity, but now are more known and accessible.

At a time when visitation and outdoor recreation have increased significantly, I sincerely appreciate the consideration of this grant application for enhanced and coordinated efforts to protect the cultural resources of the Desert National Wildlife Refuge Complex.

Sincerely,

Michael Daehler
Refuge Manager
U.S. Fish & Wildlife Service
Desert National Wildlife Refuge
16001 Corn Creek Rd.
Las Vegas, NV 89124
(702) 879-6110
michael_daehler@fws.gov



United States Department of the Interior



NATIONAL PARK SERVICE

LAKE MEAD NATIONAL RECREATION AREA
INTERIOR REGION 8
601 NEVADA HIGHWAY
BOULDER CITY, NEVADA 89005



IN REPLY REFER TO:
I.A.2 (8366)

November 15, 2021

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

Subject: Letter of Support for Nevadans for Cultural Preservations Grant Application

Dear Nevada OHV Commission:

The National Park Service (NPS) and Lake Mead National Recreation Area (NRA) would like to express support for Nevadans for Cultural Preservation's grant application. We understand that portions of the grant proposal for "Southern NV OHV Cultural Resource Preservation Education and Interpretive Plan for Top 10 Visited Archaeological Sites" are located on portions of federal land managed by the National Park Service within Lake Mead NRA.

The focus of the project will consist of reducing impacts to cultural sites from OHV users and provide OHV users with an opportunity to engage in preservation while enhancing their experiences at sites through interpretation. Based on where the OHV community is currently riding, 10 cultural sites will be chosen and interpretive plans prepared for their respective agencies, which includes the NPS and Lake Mead NRA. Based on the nature of the project presented, and provided that all associated compliance requirements are met, there is nothing that would preclude this type of project from being approved to be conducted within Lake Mead National Recreation Area.

If you have any questions or concerns, please contact David Alberg, Chief of Resource Management and Compliance at david_alberg@nps.gov or 702-293-8978.

Sincerely,

Randolph LaVasseur
Acting Superintendent
Lake Mead National Recreation Area

STEVE SISOLAK
Governor

BRADLEY CROWELL
Director

Department of Conservation and
Natural Resources

ROBERT MERGELL
Administrator

STATE OF NEVADA



901 S. Stewart Street,
Suite 5005
Carson City, NV
89701-5248

Phone: (775) 684-2770
Fax: (775) 684-2777
stparks@parks.nv.gov
parks.nv.gov

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF STATE PARKS

October 25, 2021

Rayette Martin
Executive Director
Nevadans for Cultural Preservation
rayette@nvfc.org

Rayette,

We are happy to respond to your request for a letter of support for your cultural resource education and interpretive site plan grant proposal. Within the Nevada State Parks Southern Region, we face many challenges related to protecting our cultural sites from damage. Educating land users on how to recreate responsibly when visiting archaeological and historic sites will benefit Nevada State Parks as well as other land managing entities.

Valley of Fire State Park will likely benefit the most from your educational efforts. The park is home to countless petroglyph and pictograph (rock art) sites and has a rich history. Over 200 miles of trails belonging to the Logandale Trails System (LTS) are managed by both Valley of Fire and the Bureau of Land Management. The LTS is a popular OHV destination that continues to see growth in both general users and participation in events like the multi-day annual Hump and Bump.

The Southern Region State Parks will be happy to work with you on generating interpretive plans for updating or installing new signage for any of our sites if they make it on your top ten site list.

Thank you,

A blue ink signature of Craig Robinson, consisting of a stylized 'C' and 'R' followed by a horizontal line.

Craig Robinson

South Region Manager – NV State Parks

crobinson@parks.nv.gov



State of Nevada
Off-Highway Vehicles Program
901 South Stewart Street, Suite 1003
Carson City, NV 89701

November 11, 2021

Re: Nevadans for Cultural Preservation Grant Support

Tread Lightly! writes to you in support of the grant request to fund Nevadans for Cultural Preservation.

Tread Lightly! is a national nonprofit organization with a mission to promote responsible recreation through stewardship programs and ethics education. Tread Lightly!'s educational message, along with its unique training and restoration initiatives, are strategically designed to instill an ethic of responsibility in outdoor enthusiasts and the industries that serve them. The program is long-term in scope with a goal to balance the needs of the people who enjoy outdoor recreation with our need to maintain a healthy environment. Tread Lightly!'s award-winning materials, programs and services are solutions to some of the nation's most pressing recreation issues.

The Nevadans for Cultural Preservation organization's efforts to educate OHV users through incorporating them into the site stewardship program is a unique effort that will enhance the sense of stewardship within the OHV community.

Tread Lightly! supports the grant request and its goals to reduce the impacts of OHV users to cultural sites, provide OHV users an opportunity to engage in preservation of sites and artifacts and enhance their experiences at sites through interpretation. Building positive rapport and open communication with the OHV community speaks to the heart of Tread Lightly!'s mission of promoting responsible outdoor recreation through ethics education and stewardship projects.

Tread Lightly! looks forward to working with Nevadans for Cultural Preservation and hopes you will support their request.

Regards,

A handwritten signature in black ink that reads "Matt Caldwell". The signature is fluid and cursive, with the first and last names clearly legible.

Matt Caldwell
Executive Director
Tread Lightly!

(801) 627-0077

801 Robinson Dr. #400
North Salt Lake, UT 84054

www.treadlightly.org

Contractor Agreement for Scope of Work and Budget

To be signed upon grant approval.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT (the "Agreement") is being made on 11/16/2021, by and between Nevadans for Cultural Preservation, located at PO Box 400483, Las Vegas, Nevada 89140 in the County of Clark (the "**CLIENT**"), and Rayette Martin, located at 7524 Mulgrave Ct, Las Vegas, Nevada 89113 (the "**CONTRACTOR**"). The full name, address, email address and phone number of both parties appear again at the end of this document.

By their respective signatures at the bottom of this document both parties hereby acknowledge that they have read and understood all the terms contained herein and that they have the authority to bind themselves and their respective companies to the terms contained in this Agreement.

WORK TO BE PERFORMED. CONTRACTOR hereby agrees to work for CLIENT as an independent contractor, providing the services described below starting on or about 12/01/2021 and for an indefinite period thereafter, until CONTRACTOR's services are no longer needed by CLIENT. The CLIENT shall have the right to terminate CONTRACTOR's services at any time it deems appropriate provided CLIENT complies with the relevant notice provisions of this Agreement. The CONTRACTOR agrees to devote the necessary amount of time, energy and attention required to satisfactorily complete, conclude or achieve the following duties and responsibilities ("Description of Services"):

- Provide a minimum of seven CRP presentations for the OHV community in southern Nevada.
- Create plastic cards and trifold brochures that encourage reporting damages online.
- Provide a minimum of three OHV PA trainings and create online modules for future trainees and other interested parties.
- Train at least 6 volunteers in person.
- With assistance from the OHV PAs, provide current condition information on adopted sites to the NSSP.
- Create OHV PA recruitment trifold brochures and recognition decals for trained OHV PAs.
- Prepare a report on the presence and condition of prehistoric and historic cultural sites along currently utilized OHV access routes.
- Prepare a publicly accessible version of the report.
- Complete an interpretation plan for each of the 10 sites that contains the information needed for each agency to get the proper approvals for installation or replacement of the signage.
- Create a short video of the grant project.

SCOPE OF WORK. CONTRACTOR's required services as stated herein, as well as any future assignments provided by CLIENT, shall be determined on a case-by-case basis only. CLIENT shall be under no legal obligation to guarantee CONTRACTOR any minimum number of assignments or any minimum number of hours of work. All work performed by CONTRACTOR for CLIENT shall be governed exclusively by the covenants contained in this Agreement. The CONTRACTOR shall perform any and all responsibilities and duties that may be associated within the Description of Services set for above, including, but not limited to, work which may already be in progress. The CONTRACTOR shall retain sole and absolute discretion in the manner and means for the carrying out of his/her activities and responsibilities contained in this Agreement, and shall have full discretion within the Scope of Work, but shall not engage in any activity which is not expressly set forth by this Agreement without first obtaining prior written authorization from CLIENT.

INDEPENDENT CONTRACTOR. CONTRACTOR and CLIENT specifically agree that the CONTRACTOR is performing the services described in this Agreement as an **independent contractor** and shall not be deemed an employee, partner, agent, or joint venturer of CLIENT under any circumstances. Nothing in this Agreement shall be construed as creating an employer-employee relationship. The CONTRACTOR shall not have the authority to bind the CLIENT in any manner, unless specifically authorized to do so in writing. The CONTRACTOR shall have no claim against CLIENT hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. CONTRACTOR further agrees to be responsible for all of his/her own federal and state taxes, withholdings, and acknowledges that CLIENT will not make any FICA payments on CONTRACTOR's behalf. CONTRACTOR shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if CONTRACTOR is not a corporation, self-employment (Social Security) taxes. The CONTRACTOR further acknowledges and recognized that s/he shall complete and return to the CLIENT an IRS Form 1099 and related tax statements. The CONTRACTOR herein pledges and agrees to indemnify the CLIENT for any damages or expenses, including any related attorney's fees and legal expenses, incurred by the CLIENT as a result of CONTRACTOR's failure to make such required payments. Upon demand, CONTRACTOR shall provide CLIENT with proof that such payments have been made.

EQUIPMENT & MEANS OF SERVICE. CONTRACTOR is responsible for providing all of his/her own equipment with which to complete the services contemplated by this Agreement. The CLIENT may, in its sole discretion, provide certain equipment if deemed necessary for a particular assignment or task without thereby creating a duty on CLIENT's part to do so again in the future. CONTRACTOR has the sole right to control and direct the means, manner, and method by which the services required

To be signed upon grant approval.

herein will be performed. CONTRACTOR shall select the routes taken, days he/she is available to work, and manner in which the work is to be performed. CONTRACTOR shall always perform the work him/herself and does not have the right to refer any given assignment to an employee or subcontractor without prior written approval from CLIENT. The CONTRACTOR shall not receive any training from CLIENT in the professional skills necessary to perform the services required by this Agreement. Any directions or advice provided to the CONTRACTOR regarding the Description of Services shall be considered a suggestion only and not an instruction.

COMPENSATION. In consideration for the services to be performed by the CONTRACTOR, CLIENT hereby agrees to pay CONTRACTOR as follows:

Compensation Terms: The terms of this contract allow for a total of 1,215 hours to be billed to NVFCP for this OHV project.

Travel expenses are not considered compensation and will be provided based on the Nevada GSA rates and mileage at .58 a mile. Mileage is not to exceed 2,550 miles. PerDiem and Lodging is not to exceed \$845.

Total Compensation Amount: 66,825.00

Said compensation shall become due and payable to the CONTRACTOR upon receipt of an invoice by the CLIENT. The invoice must include the following information: (a) an invoice number; (b) the dates or assignments covered by the invoice; and (c) a description of the work performed. CONTRACTOR's invoices shall be payable pursuant to the following schedule and method:

Compensation Schedule: Five business days after submission of hourly timesheet. Travel expenses will be provided no more than fourteen days after a claim is received.

Compensation Method: Check

EXPENSES. CONTRACTOR shall be responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to, automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the CONTRACTOR hires to assist on the work contemplated by this Agreement.

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. The CONTRACTOR hereby represents that s/he has complied with all Federal, State and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out the services contemplated by this Agreement and shall provide proof of same upon request by the CLIENT. The CONTRACTOR also represents and warrants that his/her relationship with the CLIENT will not cause or require that s/he breach any obligation or confidence related to any confidential, trade secret and/or proprietary information of any other person, company or entity. Furthermore, the CONTRACTOR acknowledges that s/he has not brought and will not bring or use in the performance of his or her duties for the CLIENT any proprietary or confidential information, whether or not in writing, of a former contracted company or other entity without that entity's written permission or authorization. The breach of this condition shall result in automatic termination of the relationship as of the time of the occurring breach.

DEFINITION OF "PROPRIETARY INFORMATION." For the purpose of this Agreement, "Proprietary Information" shall include, but is not limited to, any information, observation, data, written materials, records, documents, drawings, photographs, layouts, computer programs, software, multi-media, social media, firmware, inventions, discoveries, improvements, developments, tools, machines, apparatus, appliances, designs, work products, logo, system, promotional ideas and material, customer lists, customer files, needs, practices, pricing information, process, test, concept, formulas, method, marketing information, technique, trade secrets, products and/or research related to the actual or anticipated research development, products, organization, marketing, advertising, business or finances of the CLIENT, its affiliates, subsidiaries or other related entities. The CONTRACTOR herein acknowledges that the CLIENT has made, or may make, available to the CONTRACTOR its Proprietary Information including, without limitation, trade secrets, inventions, patents and copyrighted materials. The CONTRACTOR acknowledges that this information has economic value, actual or potential value, that is not generally known to the public or to others who could obtain economic value from its disclosure or use, and that this information is subject to a reasonable effort by the CLIENT to maintain its secrecy and confidentiality. The CONTRACTOR shall comply with any reasonable rules established from time to time by the CLIENT for the protection of the confidentiality of any Proprietary Information.

OWNERSHIP OF SOCIAL MEDIA. The CLIENT shall have sole ownership over any social medial contacts acquired throughout the CONTRACTOR's term of service, including, but not limited to: "followers" or "friends" which may be or have been acquired through such accounts as email addresses, blogs, Twitter, Facebook, YouTube or any other social media network that has

To be signed upon grant approval.

been used or created on behalf of the CLIENT.

RETURN OF PROPRIETARY INFORMATION. Any and all documents, records and books which may be related to the Description of Services as set forth in this Agreement, or any other Proprietary Information shared with CONTRACTOR, shall be maintained by the CONTRACTOR at his/her principal place of business and be open to inspection by the CLIENT during regular working business hours. The documents, records and books which the CLIENT shall have the right to inspect and receive copies of include, but are not limited to, any and all contract documents, any change or purchase orders, and any other items related to the work which has been authorized by the CLIENT on an existing or a potential project related to the services contemplated by this Agreement. Upon termination of this Agreement, or upon the request of CLIENT, the CONTRACTOR shall promptly and immediately deliver to CLIENT any and all property in its possession or under its care and control, including but not limited to, documents, records, or books, or any other Proprietary Information such as customer names and lists, trade secrets and intellectual property, or items such as computers, equipment, pass keys, tools, plans, recordings, software, and all related records or accounting/financial information. CONTRACTOR acknowledges that any breach or threatened breach of this Section of the Agreement will result in irreparable harm to CLIENT for which monetary damages could be an inadequate remedy. Therefore, CLIENT shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach by CONTRACTOR as outlined in this Agreement. Such equitable relief shall be in addition to CLIENT's rights and remedies otherwise available at law.

PATENT APPLICATIONS. Excluded from this Agreement are any inventions and/or improvements which are related to the CLIENT's business that were made by the CONTRACTOR prior to commencement of this Agreement as follows: (i) as embodied in the United States Letters Patent or any application for a United States Letters Patent that was filed prior to commencement of this Agreement; or (ii) one in the possession of a former company who has already applied and who now owns the invention; or (iii) as set forth in any attachment hereto. Except as otherwise noted on the back of the signature page hereof, there are no inventions heretofore made or conceived by the CONTRACTOR that s/he deems to be excluded from the scope of this Agreement and CONTRACTOR hereby releases the CLIENT from any and all claims by the CONTRACTOR by reason of any use by CLIENT of any invention heretofore made or conceived by the CONTRACTOR.

EXCLUSIVITY, MARKETING AND ADVERTISING. CONTRACTOR understands that while working on an assignment provided by CLIENT he/she represents CLIENT and not any other business, including his/her own business. While on assignment for CLIENT, CONTRACTOR shall not advertise his/her own business, shall not solicit work for him/herself, and shall only distribute CLIENT's business cards, name, and marketing materials. While not on one of CLIENT's assignments, CONTRACTOR may pursue other work for him/herself as long as it does not directly compete with CLIENT as described in this Agreement. The CONTRACTOR shall be allowed to promote or advertise (including such things as conducting marketing surveys, mass marketing, direct mailing programs or use of the internet in such advertising or promotional capacity), any of CLIENT's services and/or products by obtaining the CLIENT's authorization or consent. The CONTRACTOR shall only make use of promotional and informational materials, including, but not limited to, policy applications, marketing materials, training materials and other CLIENT forms, which have been supplied to the CONTRACTOR by the CLIENT or which have been approved in writing by an authorized agent, representative or official of the CLIENT, collectively known as the "Materials." The CONTRACTOR shall only use the Materials in compliance and in accordance with the CLIENT's advertising guidelines then currently in effect. Any such Materials made available to the CONTRACTOR and approved by the CLIENT shall in no way be reproduced, modified or altered in any respect or manner without first obtaining prior written approval. Any materials created by the CONTRACTOR and approved by the CLIENT shall not be modified or altered without the CLIENT's prior written authorization or consent. The CLIENT reserves the right to request from the CONTRACTOR, at any time, samples of any Materials which the CONTRACTOR may be using to verify compliance with the terms and conditions of this paragraph, and furthermore, the CONTRACTOR agrees to provide such samples to the CLIENT within 30 days of the CLIENT's written request. Any and all allowable use by the CONTRACTOR of the CLIENT's Trademarks and/or Logo shall inure to the CLIENT's benefit, under the CLIENT's control, and may be terminated by the CLIENT at will without notice and for any reason. The CONTRACTOR agrees that s/he shall not challenge, directly or indirectly, the validity of the CLIENT's Trademark or Logo or the CLIENT's ownership of said Trademark and/or Logo. The CONTRACTOR shall not make use of the CLIENT's Trademark and/or Logo on any internet website and, furthermore, shall not register or use any domain names, meta tags, search engine keywords, hidden texts or URLs that may include any of the CLIENT's Trademark and/or Logo without first obtaining the CLIENT's prior written approval.

CLIENT'S RIGHT TO SUSPEND OR ALTER WORK. The CLIENT reserves the right to inspect, stop and/or alter the work of the CONTRACTOR at any time to assure its conformity with this Agreement and the CLIENT's needs. At any time, the CLIENT may, without cause, direct the CONTRACTOR, by way of providing Three Business Days prior written notice, to suspend, delay or interrupt work or services pursuant to this Agreement, in whole or in part, for such periods of time as the CLIENT in its sole discretion may see fit or necessary. Any such suspension shall be effected by the delivery of a written notice to the CONTRACTOR of said suspension specifying the extent to which the performance of the work or services under this Agreement is suspended, and the date upon which the suspension becomes effective. The suspension of work and/or

To be signed upon grant approval.

services shall be treated as an excusable delay. Moreover, if at any time the CLIENT believes that the CONTRACTOR may not be adequately performing its obligations under this Agreement or may be likely to fail to complete their work/services on time as required, then the CLIENT may request from the CONTRACTOR provide written assurances of performance and a written plan to correct observed deficiencies in performance. Any failure to provide such written assurances constitutes grounds to declare a default under this Agreement.

TERMINATION. Either party may terminate this Agreement in whole or in part, whenever they shall determine that termination is in their best interest. Termination shall be effected by providing Fourteen Daysdays written notice of termination specifying the extent to which performance of the work and/or services under this Agreement is terminated, and the date upon which such termination shall become effective. The CONTRACTOR shall then be entitled to recover any costs expended up to that point, but no other loss, damage, expense or liability may be claimed, requested or recovered except as provided in this Agreement. In no event shall the CLIENT be liable for any costs incurred by or on behalf of the CONTRACTOR after the effective date of the notice of termination. The termination pursuant to the provisions contained within this paragraph shall not be construed as a waiver of any right or remedy otherwise available to the CLIENT. In addition, if the CONTRACTOR is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of CLIENT, is guilty of serious misconduct in connection with performance hereunder, or materially breaches any provisions of this Agreement, the CLIENT may terminate the engagement of the CONTRACTOR immediately and without prior written notice.

EXECUTION. During and throughout the duration of this Agreement, and upon the request of and without any compensation other than that which is herein contained, the CONTRACTOR shall execute any documents and take action which the CLIENT may deem necessary or appropriate to ensure the implementation of all the provisions of this Agreement, including without limitation, assisting the CLIENT in obtaining and/or maintaining any patents, copyrights or similar rights to any Proprietary Information assigned and allocated to the CLIENT. The CONTRACTOR further agrees that the obligations and undertakings herein stated within this section shall continue beyond termination of this Agreement. Should the CONTRACTOR be called upon for any such assistance after termination, then the CONTRACTOR shall be entitled to fair and reasonable payment in addition to reimbursement of any expenses which may have been incurred at the request of the CLIENT. The CONTRACTOR nevertheless agrees to execute and deliver any agreements and documents prepared by the CLIENT and to do all other lawful acts required to establish, document and protect such rights.

INJUNCTIVE RELIEF. CONTRACTOR hereby acknowledges (i) the unique nature of the protections and provisions established and contained within this Agreement; (ii) that the CLIENT will suffer irreparable harm if CONTRACTOR were to breach any of said protections or provisions or his/her obligations under this Agreement; and (iii) that monetary damages may be inadequate to compensate the CLIENT for such a breach. Therefore, if CONTRACTOR were to breach any of the provisions of this Agreement, then CLIENT shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

LIABILITY. CONTRACTOR warrants and acknowledges that he/she shall be liable for any loss or any other financial liability suffered by CLIENT due to CONTRACTOR's failure to perform an assignment as contemplated by this Agreement. Other than a documented medical emergency or an "Act of Nature" beyond CONTRACTOR's control, CONTRACTOR shall be solely responsible for any loss caused by CONTRACTOR's failure to perform. In addition, CLIENT shall not be liable for any loss or damage to CONTRACTOR's equipment under the terms of this Agreement. CONTRACTOR's equipment shall be CONTRACTOR's sole and exclusive responsibility.

INDEMNIFICATION. The CONTRACTOR shall defend, indemnify, hold harmless, and insure the CLIENT from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on part of the CONTRACTOR, or from any breach or default of this Agreement which may be caused or occasioned by the acts of the CONTRACTOR. The CONTRACTOR shall also insure that all of its employees and affiliates take all actions necessary to comply with all the terms and conditions established and set forth in this Agreement.

NOTICES. Any and all notices, which may be required hereunder by any party to the other party, shall be executed by either personal delivery in writing, or by mail, registered or certified, postage pre-paid with a return receipt requested. Mailed notices must be addressed to the parties at the addresses contained in this Agreement. However, each party may change their address, thus requiring written notice of such change of address in accordance with this section. Any hand delivered notice shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated after five (5) days of mailing. The CONTRACTOR herein agrees to keep the CLIENT informed of any change of business and/or mailing addresses, as well as telephone, facsimile, email or any other relevant means of contact and communication.

CONTINUING EFFECTS. The CONTRACTOR's obligations with regards to all trade secrets and confidential information contained in this Agreement, shall continue to be in effect beyond the scope of the relationship as aforementioned, and said obligations shall continue to be binding upon not only the CONTRACTOR, but also the spouse, affiliates, assigns, heirs, executors, administrators and/or other legal representatives as well.

To be signed upon grant approval.

CHOICE OF LAW. This Agreement is to be construed pursuant to the current laws of the State of Nevada without giving effect to any conflict of laws principle. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Nevada, in the County of Clark.

MEDIATION, LITIGATION & ARBITRATION. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation. The mediation process shall be administered by the Nevada Mediation Services, or another administrator mutually agreed between the parties, and shall be a condition precedent to resorting to arbitration, litigation, or some other dispute resolution procedure. If the mediation process is unsuccessful, either party shall have the option of seeking either arbitration or filing a legal action in a court of competent jurisdiction. If the aggrieved party seeks arbitration, then the dispute shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration shall be conducted in the state of Nevada and shall be binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator. If, alternatively, the aggrieved party seeks to file an action in court, then the action must be brought a court of competent jurisdiction in the State of Nevada.

LEGAL FEES. Should any party initiate litigation, arbitration, mediation or any other legal proceeding ("Proceeding") against another party to enforce, interpret or otherwise seek to obtain legal or judicial relief in connection with this Agreement, the prevailing party in said proceeding shall be entitled to recover from the unsuccessful party any and all legal fees, cost, expenses, attorney's fees and any other cost or expense and fees arising from (i) such proceeding, whether or not such proceeding progresses to judgment, and (ii) any post-judgment or post-award proceeding, including without limitation, one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such attorney's fees, costs, and expenses, as well as specific provisions for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.

ENTIRE UNDERSTANDING. This document and any schedules attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and carry no further force or effect. This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, either oral or written, between the parties hereto, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.

HEADINGS. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

SEVERABILITY. If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder of this Agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.

MODIFICATIONS OR AMENDMENTS. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both parties hereto with the same degree of formality as this Agreement.

COUNTERPARTS. This Agreement, at the discretion of the parties herein, may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

WAIVER. If either party fails to enforce any provision contained within this Agreement, it 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.

DRAFTING AMBIGUITIES. All parties to this Agreement have reviewed and had the opportunity to revise this Agreement, and have had the opportunity to have legal counsel review and or revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits herein.

COPIES. Both the CONTRACTOR and the CLIENT hereby acknowledges that they have received a signed copy of this Agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

To be signed upon grant approval.

Katie Hoffman

11/16/2021

Nevadans For Cultural Preservation

Rayette Martin

11/16/2021