



# STAFF REPORT

**Report To:** Board of Supervisors                      **Meeting Date:** March 3, 2022

**Staff Contact:** Jerome Tushbant, jtushbant@carson.org

**Agenda Title:** For Possible Action: Discussion and possible action regarding the proposed acceptance of a grant from the Nevada Department of Conservation and Natural Resources, Off-Highway Vehicles Program ("State"), to fund development of an off-highway vehicles program by the Carson City Sheriff's Office ("CCSO") for the period of January 1, 2022 through December 31, 2023 in the amount of \$62,654 with a required local match in the amount of \$14,545, and whether to approve a project funding agreement between the State and CCSO memorializing the issuance and acceptance of the grant award. (Jerome Tushbant, jtushbant@carson.org)

Staff Summary: If approved, acceptance of this grant award will help support CCSO's current off-highway vehicles program by funding equipment and training to enhance enforcement of off-highway vehicle laws and the patrol of recreational areas and public lands. The grant is in the amount of \$62,654 and requires a local match in the amount of \$14,545.

**Agenda Action:** Formal Action / Motion                      **Time Requested:** Consent

**Proposed Motion**

I move to ratify the previous submission of the grant application, authorize acceptance of the grant and approve the project funding agreement as presented.

**Board's Strategic Goal**

Safety

**Previous Action**

On February 18, 2021, the Board of Supervisors authorized the acceptance of a previous grant from the State in the amount of \$61,453 with a local match in the amount of \$11,614 for the period of January 1, 2021 through December 31, 2021.

**Background/Issues & Analysis**

In 2021, CCSO was awarded a grant from the State to help fund CCSO's development of an off-highway vehicles program. On November 17, 2021, CCSO submitted a grant application to the State to continue funding for its off-highway vehicles program for the current calendar year. This grant application was not previously submitted to the Board of Supervisors for consideration because CCSO was notified about the grant opportunity with little time before the application submission deadline of November 19, 2021. CCSO received notice of the grant award on February 9, 2022, and therefore now requests that the Board of Supervisors ratify the previous submission of the grant application, authorize acceptance of the grant and approve the project funding agreement which memorializes the issuance and acceptance of the grant.

The grant is in the amount of \$62,654 and requires a local match in the amount of \$14,545. If approved, the grant funds will be used to pay for four emergency equipped off-road motorcycles, safety equipment, educational handouts, "Easy-Up" shelters and specialty training, all of which would enable CCSO to enhance enforcement of off-highway vehicle laws and to patrol recreational areas and public lands in Carson City.

**Applicable Statute, Code, Policy, Rule or Regulation**

N/A

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Grant Fund Accounts 2752005-500101 to 2752005-507775

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** Acceptance of the grant would add four motorcycles to the City's fleet. This is a reimbursement grant with an obligation of a \$14,545 match from the General Fund. Matching funds will be accommodated through the existing overtime, training and travel expense budget line items.

**Alternatives**

Do not authorize acceptance of the grant.

**Attachments:**

[Grant application and acceptance letter\\_OHV grant\\_2022.pdf](#)

[2022 OHV Grant Agreement\\_2022\\_11.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

STEVE SISOLAK  
Governor



Bradley Crowell, *Director*  
James R. Lawrence, *Deputy Director*  
Dominique Etchegoyhen, *Deputy Director*

State of Nevada  
Off-Highway Vehicles Program  
901 South Stewart Street, Suite 1003  
Carson City, Nevada 89701  
Telephone (775) 684-2794  
ohv.nv.gov

Nevada Commission on Off-Highway Vehicles  
Philip Fell, *Chair*  
Kevin Malone, *Vice Chair*

February 3, 2022

Mike Cullen, Sergeant  
Carson City Sheriff's Office  
911 E Musser Street  
Carson City, NV 89701

REC'D  
2-9-22  
5

RE: 2022 Nevada OHV Grant to Carson City Sheriff's Office

Sergeant Mike Cullen,

On December 23, 2021, the Carson City Sheriff's Office was awarded a grant from the Nevada Commission on Off-Highway Vehicles to further develop their OHV Outreach, Education and Safety program. Details of the Grant award are provided below.

Nevada OHV Grant Award: \$ 62,654  
Matching funds: \$ 14,545  
Total Project Cost: \$ 77,199

Project Scope: Funding is awarded to Carson City Sheriff's Office to continue support of the OHV unit. Funding will be used to purchase four dirtbikes for training and OHV patrols. New members of the OHV unit will attend training and the POST Certified Course hosted by Humboldt County Sheriff's office. The equipment and training will be used to enforce provisions of NRS 490 and for patrols of OHV recreation areas and public lands. The Carson City OHV Unit will also be present at numerous public events throughout the year. OHV patrols will be documented using the OHV enforcement patrol statistics form found at: [https://ohv.nv.gov/assets/etc/pdfs/OHV\\_Enforcement\\_Stat\\_Sheet.pdf](https://ohv.nv.gov/assets/etc/pdfs/OHV_Enforcement_Stat_Sheet.pdf)

Congratulations on receipt of this grant award, and I look forward to working with your organization. I will provide an agreement authorizing these expenses from the OHV Grant fund, for your review this week. In the meantime, please reach out if you have any questions about the OHV Program or this grant award. The next OHV Commission Meeting will be hosted on February 22, and materials will be available at: <https://ohv.nv.gov/meeting>.

Regards,

*Nikhil Narkhede*

Nikhil Narkhede  
Program Manager  
775.684.2794



To: Nevada Department of Conservation and Natural Resources  
Off-Highway Vehicles Program

Attn: Nikhil Narkhede  
901 S. Stewart Street, Suite 1003  
Carson City, NV 89701

Re: Carson City Sheriffs Office 2022 Nevada OHV Grant Application  
Electronic PDF File Sent Via email to [NNarkhede@ohv.nv.gov](mailto:NNarkhede@ohv.nv.gov)

From: Sgt. Mike Cullen Carson City Sheriffs Office  
Desk: 775 283-7887  
Email: [mcullen@carson.org](mailto:mcullen@carson.org)

Department of Conservation and Natural Resources  
Bradley Crowell Director  
James Lawrence, Deputy Director  
Dominique Etchegoyhen, Deputy Director



STEVE SISOLAK  
Governor

Nevada Commission on Off-Highway Vehicles

STATE OF NEVADA  
Off-Highway Vehicles Program  
901 South Stewart Street, Suite 1003  
Carson City, Nevada 89701  
Telephone (775) 684-2794  
Facsimile (775) 684-2715  
[www.nvohv.com](http://www.nvohv.com)



**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](mailto: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](mailto: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.

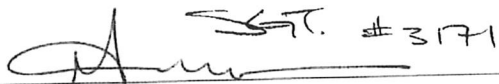
**SECTION I - PROJECT AND APPLICANT INFORMATION**

1. Project Name: Carson City Sheriff's Office Off Highway Vehicle Program
2. Project Timeline: *Start:* upon funding *Completion:* December 31, 2022
3. Applicant Name: Carson City Sheriff's Office  
Mailing address: 901 E. Musser St. Carson City Nevada 89701  
Phone: (Main) 775 887-2500 (Traffic Sgt. Desk) 775 283-7887  
Email: MCULLEN@CARSON.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)

11.17.21  
\_\_\_\_\_  
Date

**5. Project Manager:** Sergeant Mike Cullen and Dep. Joe Trotter

Mailing address: 901 E. Musser St. Carson City Nevada 89701

Phone: (775) 283-7887

Email: MCULLEN@CARSON.ORG or JTROTTER@CARSON.ORG

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

Federally managed public land     Private Land     County     City

Other: \_\_\_\_\_

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: \_\_\_\_\_ \$62,654 \_\_\_\_\_  
Matching Funds: \_\_\_\_\_ \$14,545 \_\_\_\_\_  
Total Project Amount: \_\_\_\_\_ \$77,199 \_\_\_\_\_

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

Federal  Private  In-kind  City/County  Other

Please describe additional funding source(s):

Carson City Sheriff's Office will provide additional funds for overtime with enforcement, safety classes and presentations, VIN inspections and OHV registration drives. Deputies will continue to volunteer time planning and attending OHV events, promoting the OHV program and administering and management of the grant. Carson City Sheriffs Office Traffic Unit Deputies will be a part of this program and will be used for education events, patrol activities and community interaction as well.

**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 \_\_\_\_\_
- 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 type="checkbox"/> Equestrian                  |
| <input checked="" 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 checked="" type="checkbox"/> Race Course             | <input checked="" type="checkbox"/> Skills riding course |  |

*Please explain how you intend to manage user interactions:*

Through partnerships with the Bureau of Land Management, local OHV groups, OHV dealers and educational events we instruct and educate all participants to share trails, follow local and state laws and guidelines, report illegal activities and understand that through cooperative use OHV areas will continue to thrive and benefit all.

- 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).

With this year's grant we plan to continue to expand our scope and continue to create new partnerships with users and the community to curb illegal activities in the off road areas within Carson City's jurisdiction. We will continue to expand our involvement with educational weekend events including safety training and discussions and working with other groups to promote safe, responsible use of our off road areas. We will continue to have our OHV unit attend venues such as the Nevada Day Parade and other State and Community events, our own Carson City Sheriff's Office "Cops and Kids" event, National Night Out, our Annual Extreme Motor Officer Training Challenge and the Annual Fuji Park flat track races with specific focus on education of OHV users to register their Off Highway Vehicles and use off road areas responsibly. We will expand our attendance at school events and any other

events where we can talk about off-road safety and proper use of our off-road areas.

Our venue set-up will continue to include our 10x10 canopy, a minimum of 2 officers, off-road display and more handouts that promote safe and responsible off-road use. We will continue to use our venue to promote OHV registration drives.

The four new requested dirt bikes will be issued to unit personnel and stored in one of our current enclosed trailers, at the Sheriff's Office itself. The Can-Am X-3 side x side will continue to be stored in the enclosed trailer, purchased during the 2021 grant cycle. Our current and future display items, handouts and booth equipment will continue to be stored in the enclosed trailer and assigned OHV van, a 1999 Dodge Ram 2500 Van, specifically assigned, by the Carson City Sheriff's Office, to the OHV program, to pull the current trailer and equipment and used to store display items.

Registration, Insurance and maintenance will continue to be the responsibility of the Carson City Sheriff's Office.

**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
- BLM Handbook 9114-1 Trails
- NOHVCC Handbooks

Other: \_\_\_\_\_

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

No  Yes

Number of projects funded:   1  

Amount of funding Received: \$   61,453  

Number of projects Completed:   1  

**SECTION II – LOCATION, MAPS, PHOTOS**

**Project Location:**

County: Carson City-County of Carson City

Nearest Municipality/Town/City: Carson City

Center of project: Latitude: 39.1638 N      Longitude: 119.7674 W

**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.)*

### 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.**

EXAMPLE BUDGET

Item Description	OHV Grant Request	Other Matching Funds	Total Cost
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**Contracts: Environmental studies**

**Contracts: design, engineering & construction**

**Direct labor costs Salaries, including fringe, actual costs** **\$19,640**

Overtime for enforcement patrols, rider safety training, registration drives, safety and information presentations. (Deputy \$42 per hour x 100 hours) and (Sergeant \$75 per hour x 100 hours) **\$11,700**

Sergeant time for administration and reporting on grant (\$50x100 hrs.) **\$5000**

Carson City Sheriff's Office will provide additional overtime as needed for personnel to conduct patrols, handle registration drives and safety presentations  
\$42 per hour at 70 hours) **\$2940**

**Volunteer or donated labor/in-kind** **\$1632**  
# Hrs. skilled labor @\$27.20/hr. (not required but is important for scoring higher)

Deputy personal time to attend events and trainings, talk with off road community (est. 30 hours per year each =\$27.20 x 60) **\$1632**

**Purchase or rental of equipment - Specify type of equipment – cost- # of days. Attach estimate or quote.** **\$39,700**

(2) 2022 Husqvarna FE350 Dirt Bikes (w/ fees) **\$22,400**

(2) 2022 Kawasaki KLX300r Dirt bikes (w/fees) **\$13,400**

<u>Vehicle off-road Accessories</u>	<b>\$2400</b>		
Graphic Set-up 2 @ \$653= \$1305			
Cycra Pro-Bend 2 @ \$130 = \$260			
Front disk guard 2 @ \$48 = \$96			
Rear disk guard 2 @ \$70 = \$140			
Radiator Guards 2 @ \$150 = \$300			
Skid Plate 2 @\$120 = \$240			
<u>Vehicle emergency equipment and lighting</u>	<b>\$1500</b>		
4, 4" lights @\$120 = \$480			
4, 4" lights @\$120 = \$480			
4, Deck Grille lights @\$130 = \$520			
<b>Personal protective equipment– Purchase or rental of materials for project</b>			<b>\$6654</b>
Safety Helmet 2@\$923.00 (w com kit)	<b>\$1846</b>		
Scala Base mount 2@\$60	<b>\$120</b>		
Eye Protection 2@\$30	<b>\$60</b>		
Vest Carrier 2@\$300	<b>\$600</b>		
Radio Pouch 2@\$50	<b>\$100</b>		
Magazine Pouch 2@\$40	<b>\$80</b>		
Cuff Case 2@\$30	<b>\$60</b>		
TQ Mount 2@ \$40	<b>\$80</b>		
Knee Pads 6@\$30	<b>\$180</b>		
Dirt Bike Boots 6@\$300	<b>\$1800</b>		
Gloves 6@\$22	<b>\$132</b>		
OHV Jersey 6@ \$100	<b>\$600</b>		
Dirt Bike Pants 6@\$160	<b>\$960</b>		
Holster vest mount 2@\$18	<b>\$36</b>		
<b>Marketing and Community Outreach</b>			<b>\$2600</b>
<b>Materials</b>			
Printed Materials: Marketing and Educational handouts printed through Carson City Tourism Office	<b>\$1050</b>		
Marketing: (Printed Hoodies w/ CCSO OHV supporter logo) 38@ \$24.98	<b>\$950</b>		
Easy-Up Shelter w/ custom logo 1@ \$600	<b>\$600</b>		
<b>Vehicle gas and maintenance standard is now at .58 per mile. Estimate miles.</b>			<b>\$290</b>
Est. 500 miles @.58 per mile		<b>\$290</b>	
<b>Other: Off-site Training for Deputies</b>			<b>\$6683</b>
Jimmy Lewis Off-Road School 2@\$1000	<b>\$2000</b>		
Rich Oliver Mystery School 7@\$669		<b>\$4683</b>	
<b>Totals</b>	<b>\$62,654</b>	<b>\$14,545</b>	<b>\$77,199</b>
<b>Percentages</b>	<b>81.1 %</b>	<b>18.8%</b>	<b>100%</b>

## 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.*

Carson City Sheriffs Office started a regimen of monthly events at popular off-roading areas. These events focused on OHV registration by educating the off road community on the benefits and state requirements. We were successful in getting information out to the OHV community regarding registration requirements and safe use of OHV areas. By conducting patrols in the off road areas we were able to contact users, provide information and work with state agencies to increase local OHV registrations and provide information for safe responsible use of OHV areas. We have used media social media to provide public service announcements of our activities in the off-road areas. We will continue to focus on checking for registration and conducting VIN checks. We have educated ourselves on Nevada Revised Statue 490 and we will continue to work with the OHV commission to create or adopt new regulations to better serve the OHV community. The Carson City Sheriff's Office OHV program will continue to educate the off road community regarding off road vehicle registration and state laws regarding OHV use.

We will continue to maintain a presence with an educational booth at future county events, such as Nevada Day, Fuji Park dirt bike races, Cops and Kids and Sheriffs Night out events. In order to reach more users, and with agency approval, attending nearby (out of county) events with our educational booth and information such as The Virginia City Grand Prix (April 2022) and other Northern Nevada racing events including MRANN (Motorcycle Racers Association of Northern Nevada) off road series 2022, and Vegas to Reno Off-Road race. We will attend events with other OHV grant recipients such as registration drives and educational events that specifically train and educate off road users.

The Carson City Sheriff's Office started our own off-road program by implementing two dual sport KTM motorcycles into the traffic/ motorcycle unit in 2013. We have used these motorcycles on and off to patrol off road areas on a semi regular basis since 2013 and we plan to add four (4) more off road motorcycles to this unit, with this grant, to better serve the OHV community with patrols and OHV interaction.

We have found that there is great desire from Deputies to participate in this unit, yet we have been lacking equipment and training ability with limited equipment. Our goal is to add 4 more dirt bikes and to establish our training program for both officers and civilians.

- 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).*

Carson City has committed itself to improving current off road areas such as Prison Hill OHV recreational area and working with government agencies to maintain OHV access sites. The Carson City Sheriff's Office OHV program will continue to work alongside Carson City and State agencies to improve and maintain current OHV access and recreation locations. Carson City Sheriff's Office personnel involved in the program are lifelong dedicated off road enthusiasts and are continually building relationships and working with other organizations and groups to improve the local off road community, from education to awareness. Anticipated future grant requests will include trail maintenance, facilities and upkeep and will be focused on continuing to build this program.

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?*

When we started this program we planned to provide a considerable amount of public education and begin conducting rider training and safety courses. Deputy Trotter and Sergeant Cullen currently instruct courses for street riders that involve safety and proper motorcycle handling while on the street, we work with Battle Born Harley Davidson to conduct these courses and have a large following.

The Carson City Sheriff's Office has developed our own 80 hour off-road riding course that is recognized by Nevada State Peace Officer Standards and Training, (Nevada POST). Both Deputy Trotter and Sergeant Cullen are POST (Police Officer Standards Training) trained state instructors in police motorcycle riding and have developed POST approved courses for both on and off-road riding for peace officers. We have had plans to expand this training to civilians no cost and plan to include regular "ride days" where civilians can come ride with Deputies on the trails and at the Prison Hill OHV area.

During this 2022 grant cycle we are seeking funds to send Deputies to Off-Road riding schools in an effort to bring more information back to our own program. Carson City Sheriff's Office currently uses the Rich Oliver Mystery School for outside agency training of Deputies. We will seek to send officers involved in the program to off road riding and ATV trainer schools to bring more information to the off road community. We will continue to seek to grow our program at every opportunity.

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*

We currently use existing off road trails and roads. Future efforts will include mapping and trail maintenance. Proper and ethical use of off road areas will be discussed during training events and educational presentations. We will be creating an OHV specific social media site that will have links to Nevada OHV website and social media to continue to help the community with information and education.

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.*



Carson City OHV areas run into areas that include other jurisdictions. This program will allow us to work with other grant users, organizations and groups to help connect access sites into these areas, maintain our areas and with future plans help connect users from area to area with mapping that would include easily accessed roads and trails, specific for this purpose. By educating users on these loops and connections the goal will be to keep users from getting lost or stranded.

- 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?*

Carson City Nevada has trails that number way into the thousands county wide. We continue our efforts to reach users that have not been reached in the past. We have been able to start an educational culture and coordinate with other groups to maintain this culture. Our continued goal will be to grow public use and responsible use for future generations to enjoy these areas.

- 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.*

By educating and working with local groups and users we will continue to maintain current access to off road areas, without education and proper use, the reality of illegal use grows. Current access issues involve local homeowners that live near legal OHV access sites. A strong education campaign aimed at homeowners and business owners, targeting their concerns will help to address common complaints and head off future issues that may lead to closures at certain access areas.

- 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 Carson City Sheriff's Office continues to have a strong working relationship with our business community. Specifically, our current relationships with our dirt bike shops and off road businesses continue to be equally as strong. Many of our employees are avid off road users and enthusiasts. We have developed excellent relationships and maintained these relationships over the years and we continue to work with these businesses for promoting safe and ethical use of public lands. We have received excellent feedback from the off-road community since implementing our off-road plan and by interacting with the OHV community. We will continue to grow these relationships and seek out new ones with others involved in the OHV adventure in the future. Carson City Sheriff's Office takes pride in working with the citizens in the community to promote quality of life for all of the community members. This program will be no different, by working with users and concerned non users we will endeavor to address all concerns from the community and work to promote responsible off highway vehicle use in our OHV areas.

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

OHV areas in Carson City offer incredible views and adventure for OHV users. OHV users travel from all over the west coast to ride and drive in our off road areas for many reasons including, ease of use, safer use locations and generally fewer users as compared to other states. By maintaining these areas and using enforcement and educational opportunities we will be able to insure the proper and safe use of our off road areas. Local businesses prosper with increased tourism. Ease of use naturally transfers to more tax dollars generated and grows our area. With more prosperity and more users, requirements for enforcement and education become more paramount.

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

We are continuing to develop our program. Program development focus, at this time, is keeping this program moving forward, obtaining equipment and funds that continue to enable us to receive education as well as educate others. Maintaining current equipment identifying current and future equipment needs has been paramount in creating a sustainable program that benefits the OHV community. We have identified a need for more employee training, equipment and safety gear. Training in off road skills has been identified as a current need. We have the personnel with the desire yet some riding skill levels, for some, are not quite there yet, internal and external training is currently a priority and necessary at this time. We are currently not seeking funding for new facilities; however, future requests will include requests for funding for trails, signs, restrooms, parking educational materials locally as well as a future need for a storage facility for equipment.

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

GRANTEE: Carson City Sheriff's Office

Project Number: 2022-11

Project Title: CCSO Off-Highway Vehicles Program

Period Covered By This Agreement: January 1, 2022 – December 31, 2023

**Project Cost:**

- |   |           |
|---|-----------|
| A. Estimated Total Project Cost                           | \$ 77,199 |
| B. Local Share of Project Cost                            | \$ 14,545 |
| C. State Share of Project Cost (including indirect costs) | \$ 62,654 |

**Project Scope:** : Funding is awarded to Carson City Sheriff's Office to continue support of the OHV unit. Funding will be used to purchase four dirtbikes for training and OHV patrols. New members of the OHV unit will attend training and the POST Certified Course hosted by Humboldt County Sheriff's office. The equipment and training will be used to enforce provisions of NRS 490 and for patrols of OHV recreation areas and public lands. The Carson City OHV Unit will also be present at numerous public events throughout the year. OHV patrols will be documented using the OHV enforcement patrol statistics form found at:

[https://ohv.nv.gov/assets/etc/pdfs/OHV\\_Enforcement\\_Stat\\_Sheet.pdf](https://ohv.nv.gov/assets/etc/pdfs/OHV_Enforcement_Stat_Sheet.pdf)

**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 ("STATE"), and Carson City Sheriff's Office ("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, or forwarded by certified mail addressed as follows:

TO THE STATE:

Nevada OHV Program, DCNR  
Attn: Nikhil Narkhede, Program Manager  
901 S Stewart Street, Suite 1003  
Carson City, NV 89701  
[NNarkhede@ohv.nv.gov](mailto:NNarkhede@ohv.nv.gov)  
(775) 684-2794

TO THE GRANTEE:

Carson City Sheriff's Office  
Sergeant Mike Cullen and Deputy Joe Trotter  
901 E Musser St.  
Carson City, Nevada 89701  
Phone 775.283.7887  
Email: [MCULLEN@CARSON.ORG](mailto:MCULLEN@CARSON.ORG) // [JTROTTER@CARSON.ORG](mailto:JTROTTER@CARSON.ORG)

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/budgetnv.gov/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 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. Nevada Off-Highway Vehicles Program Request for 2022 Grant Applications
  - b. Application: “Carson City Sheriff’s Office OHV Program”.
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 activity.
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. 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 make progress on the project within the Period covered by this Agreement;
  - d. Unsatisfactory financial conditions of the GRANTEE, which endanger the performance of the grant;
  - e. 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
  - f. 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, unless specifically described otherwise in this agreement. 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 following schedule:
  - a. 1<sup>st</sup> Quarter January 1 - March 31                      Due April 15
  - b. 2<sup>nd</sup> Quarter April 1 - June 30                              Due July 15
  - c. 3<sup>rd</sup> Quarter July 1 - September 30                      Due October 15
  - d. 4<sup>th</sup> 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. 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 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 occurred, 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

\_\_\_\_\_  
Dominique Etchegoyhen, Deputy Director  
Department of Conservation and Natural Resources

Date: \_\_\_\_\_

GRANTEE

\_\_\_\_\_  
Kenneth Furlong, Sheriff  
Carson City Sheriff's Office

Date: \_\_\_\_\_