



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION
BUREAU OF TRAILS

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September 27, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Bureau of Trails to award Recreational Trails Program reimbursement grants to the organizations listed on the attached sheet (vendor codes included) in the total amount of \$463,200.46 for the development and maintenance of recreational trails and trail related safety and educational projects upon Governor and Executive Council approval through June 30, 2013. 100% Federal Funds

Funding is available in account titled, Nat'l Recreational Trails Fund, as follows:

03-35-35-351510-37770000-074-500585	Grants for Public Assistance and Relief	<u>FY 2013</u> \$463,200.46
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EXPLANATION

The Recreational Trails Program is funded by the Federal Highway Administration. The purpose of the program is to allocate funds to the States for the development and maintenance of recreational trails and trail related safety and educational projects.

Due to the lengthy process of executing an agreement we are requesting approval to enter into these agreements pending execution of the agreements to assist the organizations in meeting their program goals. The Attorney General's Office has approved the attached sample grant agreement as to form and substance and will approve each agreement upon execution.

Respectfully submitted,

Philip A. Bryce
Director

Concurred

George M. Bald
Commissioner

PAB/GMB/cg
attachments



STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
BUREAU OF TRAILS
**RECREATIONAL TRAILS PROGRAM
GRANT AGREEMENT**

This grant, effective upon Governor and Council approval, between the State of New Hampshire, Department of Resources and Economic Development through its Commissioner, hereunto duly authorized through the Division of Parks and Recreation Director, hereinafter referred to as the "**STATE**" and Organization Name hereinafter referred to as "**GRANTEE**".

GENERAL PURPOSE

The grantee agrees to perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection or improving access and use of trails by persons with disabilities, in accordance with the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) of 2005.

TERM OF GRANT

This grant and the obligations of the parties hereunder, shall become effective upon Governor and Council approval. The term of this grant shall run from the commencement date until **June 30, 2013**, with any exceptions listed on page 4.

GRANT TOTAL

The maximum amount of funds available to the Grantee pursuant to this agreement shall be **\$0.00**. It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

It is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of federal funds, and if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this grant in whole or part immediately. Any payments allotted but not applied for by the Grantee on the project termination date shall lapse.

COST SHARING PROVISIONS

The grantee will be required to provide adequate documentation in a format that fully accounts for and certifies that the matching funds have been, in fact, incurred on the project. The grantee has pledged a minimum of **20%** of the total project cost or value; or **\$0.00** (minimum based on grant amount) to the match requirement.

AMENDMENT

The Grantee agrees that they will not amend, revise, or change the approved application or work plan without the written consent of the State.

PROJECT PROGRESS REPORT

The Grantee shall submit a Project Progress Report with each request for reimbursement. The report should outline how each expense item has been applied to the project, and provide a plan for future work. Failure to do so may result in the withholding of reimbursements by the State, and may also result in impacts to future grant awards

A report on the condition and location of trail equipment purchased with grant funds shall be submitted annually by **September 30, 2013, 2014, 2015 and 2016**. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes only, for a period of not less than four years. Disposal of equipment in any manner shall require written authorization from the State of NH– DRED, Bureau of Trails.

SPECIAL PROVISIONS

Equipment may be traded or sold by a grantee which will no longer provide services on trails used by the general public provided that receipts from the sale shall be returned to the Bureau in the same proportion as originally funded by the Bureau.

Equipment purchased through the Grant In Aid Program shall be required to display (at designated locations by the Bureau) at least one (1), but not more than two (2) decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.

Equipment purchased through the Recreational Trails Program shall be maintained in good mechanical condition.

The State of New Hampshire shall retain a permanent interest in the form of a lien on any and all equipment purchased through the Recreational Trails Program, for the life of the equipment.

REIMBURSEMENT

The State agrees to reimburse the Grantee in accordance with the application rules subject to the following terms and conditions;

1. This agreement may be modified, waived, or discharged only by an instrument signed by the parties hereto.
2. It is understood and agreed by the parties hereto that in the performance of this grant and the services hereunder, the Grantee and its servants and employees are in all respects independent contractors and shall neither be determined to be employed nor agents of the State, nor be entitled to any benefits, worker's compensation or emoluments provided by the State to its employee.
3. The grantee must pay 100 percent of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days.
 - a. The State may forego the first payment without cancelled checks. All invoices, indicating payment in full, must accompany first billing. Subsequent payments must be accompanied by all cancelled checks and documentation for previous payment.
 - b. Invoice indicating payment in full for the purchase of equipment must accompany billing. A receipt from the vendor indicating the equipment

has been delivered, which shall include name, serial number, year of manufacture, accessories received and price from seller. Cancelled check must be submitted to the State as soon as received.

4. A request for reimbursement may not be submitted to the State for less than 25 percent of the total grant amount. The final 25 percent of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency or their representatives. Standard reimbursement forms will be provided by the State.
5. Reimbursements will be made only for items that were listed on the Project Application and subsequent approved amendments.

COMPLIANCE AND CONSTRUCTION INSPECTION REPORT

Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within twenty-one (21) days of receipt of the inspection report. Final payment will not be made until deficiencies are corrected.

The Grantee agrees to submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.

TERMINATION OF GRANT

Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.

RECORD RETENTION

All program and financial records shall be retained by the Grantee for State and Federal audit purposes and available for public inspection for a period of three (3) years after the final payment on the project.

At a minimum the following records shall be maintained and made available for audit; invoices, for purchased materials and for all design and construction costs indicating check number and date paid on each invoice, cancelled checks or copies thereof, bid, solicitation, and procurement documents, work changes and change orders.

SOVEREIGN IMMUNITY AND INDEMNIFICATION

The Grantee covenants to indemnify and hold harmless the State from and against any and all losses suffered by the State and any and all claims, liability or penalties asserted against the State by or on behalf of any person on account of, based in, resulting from arising out of, (or which may be claimed to have arisen out of) the acts or omissions of the Grantee. Nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State. This covenant shall survive the termination of the grant.

RECREATIONAL TRAILS PROGRAM GRANTEE INFORMATION

Organization Name: _____ Vendor Code: _____

Project Number: _____ Granted amount: \$0.00 Match pledged: \$ _____

<u>Appropriation Code</u>	<u>Amount</u>	<u>Expiration Date</u>
37770000-074-500585-35NR10	<u>\$0.00</u>	June 30, 2013

Witness/Date

Grantee/Date

STATE OF NEW HAMPSHIRE

COUNTY OF _____

On this the ____ day of _____, 20__ before me, _____ (proj. admin.)
appeared, known to me, (or satisfactorily proven) to be the persons subscribed to the within
instrument and acknowledged that they executed the same for the purpose therein contained.

Justice of the Peace-Notary Public

My commission expires _____ seal

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**

Witness/date

Chief Supervisor, Bureau of Trails

Approved as to form, substance and execution

Attorney General's Office

Contract expires June 30, 2013
Approved by Governor & Council
at the _____ meeting
Item# _____

VC #	2013 RTP Grantee	Amount
155767	Pittsburg Ridge Runners	\$ 20,000.00
177771	Town of Stewartstown	20,000.00
155135	White Mountain Ridge Runners	18,000.00
173082	Friends of the Northern Rail Trail - Merrimack County	20,000.00
154623	Mason Conservation Commission	13,751.00
177395	Town of Goffstown	19,968.00
166360	Snowdrifters Snowmobile Club	20,000.00
158213	Friends of the Northern Rail Trail - Grafton County	13,276.00
165203	Bridgewater Mountain Snowmobile Club	18,300.00
177422	City of Lebanon	20,000.00
155754	Sutton Ridge Runners Snowmobile Club	13,359.00
166451	Umbagog Snowmobile Association	20,000.00
159051	Androscoggin Valley ATV Club	20,000.00
156555	Keene Sno Riders	4,621.74
177485	Town of Swanzy	20,000.00
158451	North Country ATV Club	19,800.00
156231	Nansen Ski Club	4,200.00
175582	White Mountain National Forest	14,438.00
159092	Londonderry Trailways	20,000.00
177785	The Nature Conservancy	16,394.00
158070	Merrimack Valley Trail Riders	7,070.00
160576	Northwoods Stewardship Center	13,284.00
159262	Great North Woods Riders	20,000.00
158846	Hardy Country Snowmobile Club	11,158.37
177230	Town of Stratham	4,995.25
177232	Atkinson Conservation Commission	4,434.10
160093	Connecticut Valley Snowmobile Club	5,126.00
177415	Town of Hudson	20,000.00
158042	Bruhawachet Sno-Trackers	11,000.00
200976	Society for the Protection of NH Forests	10,800.00
159132	Lisbon Stump Jumpers Snowmobile Club	19,225.00
TOTAL:		\$463,200.46

