



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

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Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord NH 03301

June 6, 2013

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Bureau of Trails to enter into Grant-in-Aid Trail Maintenance and Equipment Contracts with the OHRV clubs shown in the attachment in the total amount of \$307,688.81 effective July 1, 2013 through January 1, 2014. 100% OHRV Fund.

Funding is available in the account titled, Grants-in-Aid / Wheeled and Grants-in-Aid Equipment - Wheeled as follows pending budget approval for Fiscal Year 2014:

		<u>FY 2014</u>
03-35-35-351510-34860000-075-500590	Grants Subsidies and Relief	\$223,427.67
03-35-35-351510-34880000-075-500590	Grants Subsidies and Relief	\$84,261.14

**EXPLANATION**

The Department's authority to enter into Grant-in-Aid contracts with non-profit off highway recreational clubs is outlined in RSA 215-A:23, VI(b). These contracts are for aiding the clubs in the maintenance of OHRV trails.

Copies of these contracts are available at the Secretary of State's Office, the Department of Administrative Services, and this Department's Bureau of Trails. The Attorney General's office has approved the attached sample contract as to form and substance; and will approve the actual contracts as to execution.

Even though some of these agreements are under the \$10,000 limit established by the Governor and Executive Council, the Department of Administrative Services has informed us that because we anticipate using these contractors again this fiscal year and the cumulative total of these and subsequent agreements may exceed the \$10,000 limit, we need to seek your approval.

Respectfully submitted,

Concurred,

  
Philip A. Bryce, Director  
PAB/JJR/md

  
Jeffery J. Rose, Commissioner

CLUB NAME	Vendor Code	3486 Construction	3488 Equipment	Total Grant
Ammonoosuc Valley ATV	158810	\$5,953.00	\$2,300.20	\$8,253.20
Androscoggin	159051	\$0.00	\$43,753.80	\$43,753.80
Great North Woods Riders	159262	\$34,792.00	\$2,333.34	\$37,125.34
Kilkenny Trail Riders	230992	\$0.00	\$13,000.00	\$13,000.00
Merrimack Valley Trail Riders	158070	\$0.00	\$7,815.00	\$7,815.00
Metallak ATV Club	225952	\$41,301.50	\$0.00	\$41,301.50
Millsfield ATV Club	158402	\$34,743.73	\$5,145.00	\$39,888.73
New Durham Valley ATV	168598	\$8,888.40	\$4,550.00	\$13,438.40
NH ATV	158449	\$6,651.23	\$4,403.40	\$11,054.63
North Country ATV	158451	\$31,376.75	\$0.00	\$31,376.75
Presidential OHRV	221767	\$1,408.16	\$960.40	\$2,368.56
Sunset Riders	221768	\$19,168.88	\$0.00	\$19,168.88
Tri City Trail Blazers	165069	\$10,337.52	\$0.00	\$10,337.52
Umbagog ATV Club	159288	\$28,806.50	\$0.00	\$28,806.50
		<b>\$223,427.67</b>	<b>\$84,261.14</b>	<b>\$307,688.81</b>



State of New Hampshire  
Department of Resources and Economic Development  
Division of Parks and Recreation  
Bureau of Trails

GRANT IN AID AGREEMENT

This Agreement is made this \_\_\_ day of \_\_\_\_, 2013 between the STATE OF NEW HAMPSHIRE, acting by and through the Commissioner of the Department of Resources and Economic Development; Division of Parks and Recreation; Bureau of Trails, hereinafter referred to as the "State", and the CLUB a non-profit off highway recreational vehicle club, hereinafter referred to as the "Club", with a principal place of business in TOWN New Hampshire.

WHEREAS, the Club desires to construct/maintain a public OHRV trail system or purchase trail maintenance in accordance with application number GRANT NUMBER, and;

WHEREAS, by Laws of New Hampshire, RSA 215-A, the Legislature has authorized funds to the Bureau of Trails for Grant In Aid to organized Off Highway Recreational Vehicle Clubs;

NOW THEREFORE IT IS AGREED between the parties hereto:

1. The State agrees to reimburse the Club in accordance with application rules of RES 8404, subject to the following terms and conditions; however, should off highway vehicle registrations fall short of the projected numbers by the State, all grants shall be reduced by the amount in proportion to the reduction in Bureau income.
2. The Club agrees to construct and undertake the approved Project in accordance with the Approved Application (information submitted therewith) and the Work Plan, which documents are attached hereto as Exhibits A and B respectively, and which are incorporated by reference herein. Furthermore, the Club agrees to comply with all Federal, State and local laws, rules and regulations which are now, or in the future may become applicable to the project.
3. This agreement and the obligations of the parties hereunder, shall become effective upon Governor and Council approval. The term of this agreement shall run from the commencement date until January 01, 2014.
4. The maximum amount of funds available to the Club pursuant to this agreement shall be \$ AMOUNT. It is further understood and agreed that the Club shall only be reimbursed on the basis of actual costs incurred, and that the State's determinations of eligible and approved costs shall be final in all cases.

4 (continued). The club shall submit invoices for actual cost incurred in construction or maintaining the approved trail; actual costs incurred in the grooming of the approved trail along with one (1) copy of each entry made into the groomers log; actual costs incurred in the purchase of equipment, and the receipt from the vendor indicating the equipment has been delivered, which shall include name, serial number, year of manufacture, accessories, receipt and price from seller.

a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the project, the State agrees to pay the Club percentages as applicable, deemed eligible and approved.

b. SUBSEQUENT PAYMENTS; each successive thirty (30) days after the first payment, the Club shall submit invoices evidencing acceptable costs. If the costs are deemed eligible and approved the State agrees to pay the club appropriate percentages. Said payments shall continue to be made until authorized reimbursements for the total costs of said project have been made, on the condition that invoices are submitted with the project period.

c. NOTWITHSTANDING anything to the contrary contained herein, it is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of State funds, and if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this Agreement in whole or part immediately.

5. The Club shall not amend, revise, or change the approved application or work plan without the written consent of the Bureau.

6. The following event(s) shall result in the termination of the Agreement at the election of the State:

a. In the event that the owner(s) of the land on which the trail system is developed withdraws permission the State to use said land while their grant is in effect, the Agreement will be void and no further payments will be made hereunder by the State, unless the State determines that an alternative route is available to keep the trail network intact.

b. Except as provided in (b1) and (b2), equipment purchased through the Grant In Aid Program shall not be sold by any political subdivision or Club.

b1. Equipment purchased through the Grant In Aid Program may be sold or traded by political subdivisions or Clubs if the equipment being sold or traded is part of a new Grant In Aid project; or

b2. Equipment may be sold outright by a political subdivision or club 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.

c. Any payments allotted but not applied for by the Club on the project termination date shall lapse and remain in the Bureau's Grant In Aid Fund.

d. Any failure by the Club to abide by or carry out any of the terms and conditions of this Agreement shall, at the discretion of the Bureau, result in termination of the Agreement, if, after notice to the Club, said default is not remedied within ten (10) days. In the event of terminating, no further

payments shall be made by the State.

7. The Club covenants to indemnify and hold harmless the State from and against any and all losses suffered by the State and any and all claims, liabilities 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 Club.

NOTWITHSTANDING THE FOREGOING, 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 Agreement.

8. The Club agrees to submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement.

9. The Club agrees not to subcontract any of the services to be performed hereunder and shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the State.

10. This Agreement may be modified, waived, or discharged only by an instrument signed by the parties hereto.

11. It is understood and agreed by the parties hereto that in the performance of the Agreement and the services hereunder, the Club 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, workers compensation or emoluments provided by the State to its employees.

#### **SPECIAL PROVISIONS**

1. 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.

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2. Equipment purchased through the Grant In Aid Program shall be maintained in good mechanical condition.

3. Clubs receiving Grant In Aid funds for equipment to be used for grooming shall be required to use and maintain a grooming and maintenance log, provided by the Bureau, one copy of each entry made in the log shall be submitted with the monthly invoices.

4. **OPERATIONAL HOUR METERS ARE REQUIRED** on 51 to 80 horsepower machines 81 to 100 horsepower machines and machines over 100 horsepower These machines fall into the number 3, 4 and 5 categories on the grooming machine list.

5. Between December 15th and January 1st, there must be eight inches (8") of continuous snow on the ground before grooming operations will commence for clubs to be eligible for Grant In Aid grooming funding.

6. Grooming invoices or billing forms, with appropriate attachments, must be in the Bureau of Trails office by the 10th of the month for processing the preceding month's activities.

7. Periodic inspections of purchased equipment and or trail construction, grooming, signing, and groomer logs shall be made by Bureau officials or designees at any time.

8. The State of New Hampshire shall retain an interest in the form of a lien on any and all equipment purchased through the Grant In Aid Program, for the life of the equipment.

9. All approved parking facilities shall be signed only with appropriate signs provided by the Bureau of Trails obtained through the Grant In Aid Program.

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