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

172 Pembroke Road Concord, New Hampshire 03301  
PHONE: (603) 271-3254 FAX: (603) 271-3553 E-MAIL: nhtrails@dred.state.nh.us  
WEB: www.nhtrails.org

November 30, 2015

Her Excellency, Governor Margaret Wood Hassan  
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 amend Recreational Trails Program grant contracts with the organizations listed on the attached sheet (vendor codes included) in the total amount of \$722,575 for the development and maintenance of recreational trails and trail related safety and educational projects by extending the expiration date to October 31, 2016 from the original expiration date of December 31, 2015. No additional funding is involved in this time extension. The original contracts were approved by the Governor and Executive Council on May 27, 2015, Item #91. 100% Federal Funds

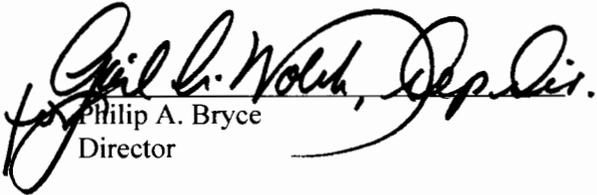
**EXPLANATION**

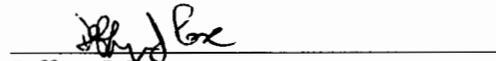
The Recreational Trails Program is funded by the Federal Highway Administration. The Bureau has not been permitted to start grant funding with the attached organizations to date due to a delay in the passing for a Federal Highway Bill and debt obligations in the NH DOT financial system which take priority in obligations for federal highway funds. As such none of the organizations originally awarded grant funds have begun work on their projects and work will have to be completed during the 2016 construction season.

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 extension agreement as to form and substance and will approve each agreement for execution.

Respectfully submitted,

Concurred,

  
Philip A. Bryce  
Director

  
Jeffery J. Rose  
Commissioner

Attachments  
PAB/CG/cg

<b>Grant #</b>	<b>Organization</b>	<b>Vendor #</b>	<b>Grant Amount</b>
14-74	Society for the Protection of NH Forests	177170	\$80,000.00
15-01	Monroe Bumper Humpers	156040	\$6,657.55
15-04	Androscoggin Valley All Terrain Vehicle Club	159051	\$15,000.00
15-05	Androscoggin Valley All Terrain Vehicle Club	159051	\$35,000.00
15-08	PowderMill Snowmobile Club	157604	\$14,160.00
15-12	Bridgewater Mountain Snowmobile Club	165203	\$50,000.00
15-16	Brookline Icebreakers Snowmobile Club #515	159225	\$20,000.00
15-17	The Cohos Trail Association (TCTA)	158888	\$27,555.00
15-18	Dartmouth Outing Club/Trustees of Dartmouth College	177587	\$39,894.28
15-19	Mount Washington Valley Trails Association	265782	\$5,325.00
15-23	Wentworth Economic Development Corporation (WEDCO)	157716	\$50,000.00
15-24	White Mountain Ridge Runners, Inc.	155135	\$41,954.30
15-25	White Mountain Ridge Runners, Inc.	155135	\$7,760.00
15-29	Central New Hampshire Snowmobile Club	159440	\$26,700.00
15-32	Appalachian Trail Conservancy	259281	\$10,710.00
15-38	Hooksett Conservation Commission	177412	\$50,000.00
15-39	National Forest Foundation	201730	\$49,818.75
15-40	Bow Open Spaces	177364	\$11,451.00
15-41	Cotton Valley Rail Trail Club	265875	\$45,395.57
15-44	Sunapee-Ragged-Kearsarge Greenway Coalition	260122	\$10,025.00
15-46	Metallak All Terrain Vehicle Club	225952	\$24,006.65
15-48	Ossipee Valley Snowmobile Club	157580	\$9,092.79
15-50	The Nature Conservancy	177785	\$16,246.40
15-51	Town of Bedford, New Hampshire Conservation Commission	177359	\$22,300.00
15-52	City of Keene, New Hampshire Parks, Recreation, and Cemeteries	177417	\$27,589.16
15-53	Mohawk Trail Riders Snowmobile Club	157400	\$7,888.71
15-54	New England Mountain Bike Association (NEMBA)	201730	\$11,805.00
15-58	Sunset Riders All Terrain Vehicle Club	221768	\$6,240.00
<b>TOTAL GRANTS AWARDED</b>			<b>\$722,575.16</b>

EXTENSION OF CONTRACT WITH RESPECT  
TO NATIONAL RECREATIONAL TRAILS PROGRAM GRANT FUNDS

On this the \_\_\_ day of December, 2015, the Department of Resources and Economic Development and the \_\_\_\_\_, vendor code \_\_\_\_\_, hereby mutually agree to extend their Recreational Trails Program grant contract, \_\_\_\_\_, in the amount of \$\_\_\_\_\_, which was originally approved by the Governor and Executive Council on May 27, 2015, item #91, by amending the original contract end date from December 31, 2015, to October 31, 2016.

- All other terms and conditions of this contract shall remain the same in full force and effects as originally set forth.
- This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year above written.

\_\_\_\_\_  
Chief, Bureau of Trails

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Project Administrator

\_\_\_\_\_  
Witness

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me, or satisfactorily proven to be, the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal:

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Approved as to form, substance and execution

\_\_\_\_\_  
Assistant Attorney General

Approved by Governor and Executive Council  
At the \_\_\_\_\_ meeting  
Item # \_\_\_\_\_

91 mac



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

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
PHONE: (603) 271-3254 FAX: (603) 271-3553 E-MAIL: nhtrails@dred.state.nh.us  
WEB: www.nhtrails.org

May 12, 2015

Her Excellency, Governor Margaret Wood Hassan  
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 grants to the organizations listed on the attached sheet (vendor codes included) in the total amount of \$722,575.16 for the development and maintenance of recreational trails and trail related safety and educational projects from June 1, 2015 through December 31, 2015. 100% Federal Funds

Funding for FY 2015 is available and funding for FY 2016 is contingent upon availability and continued appropriation, as follows:

	<u>FY 2015</u>	<u>FY 2016</u>
03-35-35-351510-37770000		
Nat'l Recreational Trails Fund		
074-500585 Grants for Public Assistance and Relief	\$374,573.03	\$348,002.13

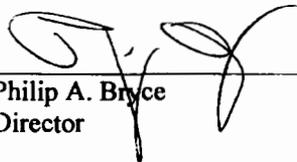
**EXPLANATION**

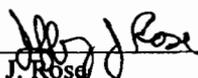
The Recreational Trails Program is funded by the Federal Highway Administration. The purpose of the program is to allocate funds to the States for the development and maintenance of recreational trails and trail related safety and educational projects.

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,

Concurred,

  
Philip A. Bryce  
Director

  
Jeffery J. Rose  
Commissioner

Attachments  
PAB/CG/kh



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<b>TOTAL GRANTS AWARDED</b>			<b>\$722,575.16</b>

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

This grant is, 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», hereinafter referred to as the "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 Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) of 2012.

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 through **December 31, 2015**, with any exceptions listed on page 4.

GRANT TOTAL

The maximum amount of funds available to the Grantee pursuant to this agreement shall be «Grant\_Amount». 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 total project cost or value; or «Match\_Pledged» (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 shall 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 reimbursement 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, 2016, 2017, 2018 and 2019**. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes only, per the US Federal Highway Administration requirements. Disposal of equipment in any manner shall require written authorization from the State of NH – DRED, Bureau of Trails, and the US Federal Highway Administration.

## SPECIAL PROVISIONS

Equipment may be traded or sold by a Grantee which will no longer provide service 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 Recreational Trails Program shall be required to display (at locations designated 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; or until released by the US Federal Highway Administration.

## 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 employees of the State, nor be entitled to any benefits, worker's compensation, or other employment benefits provided by the State to its employees.
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 payments 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. 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, and 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: «Organization» Vendor Code: «Vendor »

Grant #: «Grant » Grant Amount: «Grant Amount» Match Pledged: «Match Pledged»

Appropriation Code  
37770000-074-500585

Contract Expiration Date  
December 31, 2015

\_\_\_\_\_  
Grantee/Date

\_\_\_\_\_  
Witness/Date

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Project Administrator, appeared, known to me, (or satisfactorily proved to be, a person 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

\_\_\_\_\_  
Chief, Bureau of Trails

\_\_\_\_\_  
Witness/Date

Approved as to substance and execution: \_\_\_\_\_  
Attorney General's Office

Contract expires December 31, 2015  
Approved by Governor & Council  
at the \_\_\_\_\_ meeting  
Item# \_\_\_\_\_