



AR  
330

STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
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.nh.gov  
Web: www.nhtrails.org

November 15, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails to enter into **RETROACTIVE** Recreational Trails Program Grant contract amendments with each of the organizations listed below by extending the grant end dates to May 31, 2018 from the original grant end dates of November 30, 2017 and December 31, 2017. No additional funding is involved with these grant extensions. The Waumbek Methna SMC and Town of Belmont grant contracts were originally approved by the Governor and Executive Council on December 7, 2016, Item #45; and the North Country Council grant contract was originally approved by the Governor and Executive Council on April 19, 2017, Item #40.

<u>Organization</u>	<u>Vendor Code</u>	<u>Grant Amount</u>
Waumbek Methna SMC	230991	\$67,832
Town of Belmont	177361	\$73,440
North Country Council	177235	\$30,000

**EXPLANATION**

Due to project delays caused by weather, landowner permission, contractors, and permitting, all circumstances beyond the control of the listed organizations, they are unable to complete their projects by the original grant end dates of November 30, 2017 and December 31, 2017. This request to the Governor and Executive Council is retroactive due to the listed organization's delay in notifying the Bureau of Trails in the need for extensions.

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

The Attorney General's office has approved the execution of the attached contract amendments. Copies of said amendments will be retained at the Bureau of Trails.

Respectfully submitted,

Concurred,

Philip A. Bryce  
Director

Jeffrey J. Rose  
Commissioner

Attachments  
PAB/CG/ar

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

On this the 12 day of October, 2017, the Department of Natural and Cultural Resources and the Waumbek Methna SMC, vendor code #230991, hereby mutually agree to extend their Recreational Trails Program grant contract, #17-08, in the amount of \$67,832.00, which was originally approved by the Governor and Executive Council on December 07, 2016, item #45, by amending the original contract end date from November 30, 2017, to May 31, 2018.

- 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.

Lisa Meffert  
for Chief, Bureau of Trails

[Signature] 10/24/17  
Witness

Bruce J. Cameron  
Trail Administrator

Bonnie S. Lunn  
Witness

STATE OF New Hampshire  
COUNTY OF Coös

On this the 19<sup>th</sup> day of Oct, 2017, before me, Jodi A. Rooney, the undersigned officer, personally appeared Bruce J. Cameron, 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:

Jodi A. Rooney  
Notary Public

My Commission Expires: 2/20/18

Approved as to form, substance and execution

Jill Fulan  
Assistant Attorney General

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

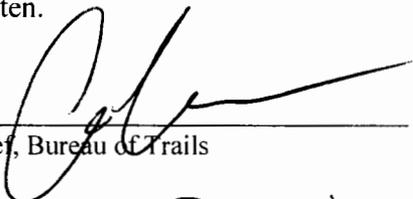
INCREASE OF CONTRACT WITH RESPECT  
TO NATIONAL RECREATIONAL TRAILS PROGRAM GRANT FUNDS

Grantee:

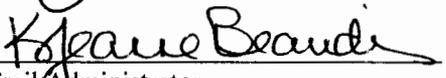
On this 12 day of October, 2017, the Department of Natural and Cultural Resources and the TOWN OF BELMONT, Vendor code 177361, hereby mutually agree to extend their Recreational Trails Program grant contract 17-48, in the amount of \$73,440.00, which was originally approved by the Governor and Executive Council on December 07, 2016, item # 45, by amending the original contract end date from November 30, 2017, to May 31, 2018.

- 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

 10/17/17  
\_\_\_\_\_  
Witness/Date

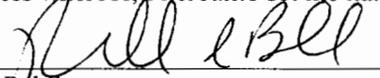
  
\_\_\_\_\_  
Trail Administrator

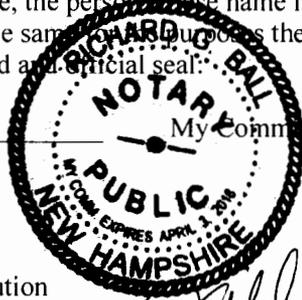
 10/12/17  
\_\_\_\_\_  
Witness/Date

STATE OF NEW HAMPSHIRE  
COUNTY OF BELKNAP

On this the 12<sup>th</sup> day of October, 2017, before me, RICHARD G. BALL, the undersigned officer, personally appeared K. JEANNE BEAUDIN, 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.

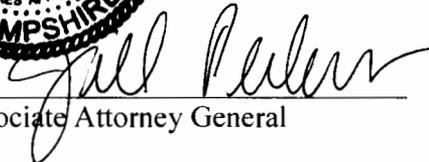
In witness whereof, I hereunto set my hand and official seal:

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



My Commission Expires: 4/3/18

Approved as to form, substance and execution

  
\_\_\_\_\_  
Associate Attorney General

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

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

On this the 30 day of October, 2017, the Department of Natural and Cultural Resources and the North Country Council, vendor code #177235, hereby mutually agree to extend their Recreational Trails Program grant contract, #17-TB6, in the amount of \$30,000.00, which was originally approved by the Governor and Executive Council on April 19, 2017, item #40, by amending the original contract end date from December 31, 2017, to May 31, 2018.

- 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/Date 11/2/17

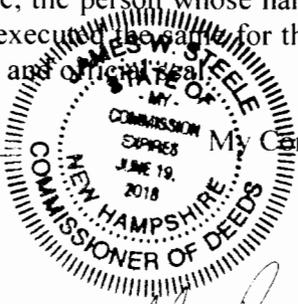
  
\_\_\_\_\_  
Project Administrator

  
\_\_\_\_\_  
Witness/Date 10/30/17

STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON

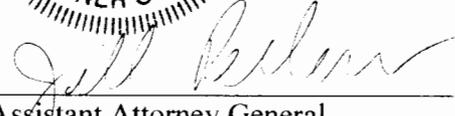
On this the 30<sup>th</sup> day of OCTOBER, 2017, before me, JAMES STEELE, the undersigned officer, personally appeared BARBARA ROBINSON, known to me, or satisfactorily proven to be, the person whose name is subscribed to the within instrument and acknowledged that he/she executed each and official for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

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



My Commission Expires: 6/19/2018

Approved as to form, substance and execution

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

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

for 45



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 15, 2016

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 \$890,598.98 for the development and maintenance of recreational trails and trail related safety and educational projects from December 7, 2016 through November 30, 2017. 100% Federal Funds

Funding is available as follows:

	<b><u>FY 2017</u></b>
03-35-35-351510-37770000	
Nat'l Recreational Trails Fund	
074-500585 Grants for Public Assistance and Relief	\$890,598.98

**EXPLANATION**

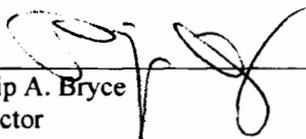
The Recreational Trails Program is funded by the Federal Highway Administration. The purpose of the program is to allocate funds to the States for the development and maintenance of recreational trails and trail related safety and educational projects.

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/ar

## 2017 Recreational Trails Programs Grantees

Grant #	Organization	Vendor #	Grant Amount
17-01	North Country ATV	158451	\$16,607.00
17-03	Stratford Nighthawks SMC	166666	\$14,732.00
17-03	Stratford Nighthawks SMC	166666	\$16,572.00
17-06	Milan Trail Huggers ATV Club	259557	\$68,045.00
17-08	Waumbek Methna SMC	230991	\$67,832.00
17-14	Sunset Riders ATV Club	221768	\$8,000.00
17-15	Brookline Conservation Commission	177259	\$12,220.00
17-19	Androscoggin Valley ATV Club	159051	\$15,000.00
17-21	Randolph Mountain Club	160055	\$26,240.00
17-22	Appalachian Mountain Club	177587	\$30,000.00
17-23	Dartmouth Outing Club/Trustees of Dartmouth College	177157	\$45,149.00
17-26	Friends of Pisgah	275503	\$23,700.00
17-27	Harris Center for Conservation	167093	\$32,000.00
17-30	Sullivan County, NH	999569816	\$12,125.16
17-34	Great North Woods Riders ATV Club	159262	\$31,850.00
17-36	Snowdrifters SMC	166360	\$28,960.00
17-37	Central NH SMC	159440	\$61,704.26
17-38	White Mountain SMC	156042	\$58,030.78
17-40	Hardy Country SMC	158846	\$39,975.20
17-41	Bruhawachet Snow Trackers	158042	\$27,039.00
17-44	Bee Hole Beavers SMC	151009	\$24,486.22
17-45	Town of Franconia	177389	\$4,620.00
17-48	Town of Belmont	177361	\$73,440.00
17-52	National Forest Foundation	271983	\$80,000.00
17-55	WEDCO	157716	\$72,271.36
<b>TOTAL GRANTS AWARDED</b>			<b>\$890,598.98</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 comply with Code of Federal Regulations (CFR) Title 23 U.S. Code § 206 – Recreational trails program. The Grantee agrees to perform, as outlined in the application, services related to trail maintenance, restoration, development, acquisition of 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 Fixing America's Surface Transportation (FAST) Act of 2015.

TERM OF GRANT

This grant, and the obligations of the parties hereunder, shall become effective upon Federal Highway Administration (FHWA) and Governor and Council approval. The term of this grant shall run from the commencement date through ~~November 30, 2017~~, 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 SHARE 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; «Match\_Pledged», 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. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.

### SPECIAL PROVISIONS

Any equipment, steel or iron purchased with RTP funds must comply with **Buy America** requirements. Disposal of equipment in any manner shall require written authorization from the State of NH – DRED, Bureau of Trails with approval from the FHWA. 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.

First billing for materials/goods & equipment purchases must be accompanied by no less than three (3) competitive vendor quotes for said equipment & goods/materials of ≥ \$2000, and service agreements are ≥ \$10,000.

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 FHWA, through 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.

### ANNUAL EQUIPMENT REPORT

An annual equipment report on the condition and location of trail equipment purchased with grant funds shall be submitted annually by **November 30, 2018, 2019, 2020 and 2021**. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes only in perpetuity.

### 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 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. Invoice indicating payment in full for the purchase of equipment must accompany billing.
  - a. Billings must be submitted quarterly or within 30 days of incurring the costs.
  - b. All billings must be accompanied by proof of payment such as credit card receipts or cancelled checks (front & back).

- c. All billing must be accompanied by a match form showing a 20 percent match has been met for the total cost of the billing until total match for project is met.
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. All match shall be accounted for before final payment.
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 reimbursement 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.

#### PENALTIES

1. 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.
2. Denial of future RTP funds: failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from current grant year.

#### 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: «Organization» Vendor Code: «Vendor »

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

Appropriation Code  
37770000-074-500585-35NR10

Contract Expiration Date  
**November 30, 2017**

\_\_\_\_\_  
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 proven) to be the 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 form, substance and execution: \_\_\_\_\_

Attorney General's Office

Contract expires **November 30, 2017**

Approved by Governor & Council

at the \_\_\_\_\_ meeting

Item# \_\_\_\_\_



YJR 40

STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of PARKS and RECREATION  
172 Pembroke Road Concord, New Hampshire 03301  
Phone: (603) 271-3556 Fax: (603) 271-3553  
Web: www.nhstateparks.org

April 4, 2017

His Excellency, Governor Christopher T. Sununu  
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 a Recreational Trails Program grant to the North Country Council (VC # 177235), Littleton, NH in the total amount of \$30,000 to conduct a trails planning initiative effective upon Governor and Executive Council approval through December 31, 2017. **100% Federal Funds**

Funding is available as follows:

	<b><u>FY 2017</u></b>
03-35-35-351510-37770000	
Nat'l Recreational Trails Fund	\$30,000
074-500585 Grants for Public Assistance and Relief	

**EXPLANATION**

The Recreational Trails Program (RTP) 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. The North Country Council, an organization that provides planning support for the North Country, has been selected to receive an RTP grant to conduct a trails planning initiative. The initiative engages a wide variety of trail users, landowners, local communities and others who are interested in developing and maintaining a trail system that best serves the region into the future.

Outdoor recreation is an integral part of the tourism industry and local economies. The planning framework developed by this project will guide future trail connections and development projects in the future in a way that minimizes conflicts and provides outstanding experiences and opportunities for residents and visitors.

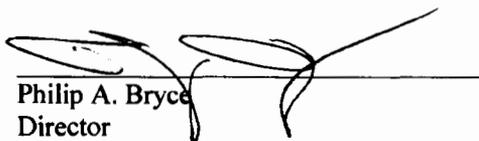
These grant funds will match other existing funding provided to the North Country Council for this project and a corresponding OHRV safety project by the US Department of Agriculture, Rural Development Program, and the NH Charitable Foundation's Tillotson Fund. A total of \$80,000 in additional funding for this project has been provided by these other partners.

The Attorney General's Office has approved the grant agreement as to form, substance and execution.

Respectfully submitted,

Concurred,

(EJW)

  
Philip A. Bryce  
Director

  
Jeffrey J. Rose  
Commissioner

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 North Country Council, hereinafter referred to as the "GRANTEE".

GENERAL PURPOSE

The Grantee agrees to comply with Code of Federal Regulations (CFR) Title 23 U.S. Code § 206 – Recreational trails program. 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 Fixing America's Surface Transportation (FAST) Act of 2015.

TERM OF GRANT

This grant, and the obligations of the parties hereunder, shall become effective upon Federal Highway Administration (FHWA) and Governor and Council approval. The term of this grant shall run from the commencement date through **December 31, 2017**, with any exceptions listed on page 4.

GRANT TOTAL

The maximum amount of funds available to the Grantee pursuant to this agreement shall be \$30,000.00. 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; \$7,500.00, 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. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.

## SPECIAL PROVISIONS

Any equipment, steel or iron purchased with RTP funds must comply with **Buy America** requirements. Disposal of equipment in any manner shall require written authorization from the State of NH – DRED, Bureau of Trails with approval from the FHWA. 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.

First billing for materials/goods & equipment purchases must be accompanied by no less than three (3) competitive vendor quotes for said equipment & goods/materials if  $\geq$  \$2000, and service agreements are  $\geq$  \$10,000.

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 FHWA, through 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.

## ANNUAL EQUIPMENT REPORT

An annual equipment report on the condition and location of trail equipment purchased with grant funds shall be submitted annually by **November 30, 2018, 2019, 2020 and 2021**. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes only in perpetuity.

## 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 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. Invoice indicating payment in full for the purchase of equipment must accompany billing.

- a. Billings must be submitted quarterly or within 30 days of incurring the costs.
  - b. All billings must be accompanied by proof of payment such as credit card receipts or cancelled checks (front & back).
  - c. All billing must be accompanied by a match form showing a 20 percent match has been met for the total cost of the billing until total match for project is met.
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. All match shall be accounted for before final payment.
  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 reimbursement 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.

#### PENALTIES

1. 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.
2. Denial of future RTP funds: failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from current grant year.

#### 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: North Country Council Vendor Code: 177235

Grant #: 17-TB6 Grant Amount: \$30,000.00 Match Pledged: \$7,500.00

Appropriation Code  
37770000-074-500585-35NR10

Contract Expiration Date  
**December 31, 2017**

Barbara Robinson 3/23/2017  
Grantee/Date

Charlene P. Libby 3/23/17  
Witness/Date

STATE OF NEW HAMPSHIRE

COUNTY OF Crafton

On this the 23<sup>rd</sup> day of March, 2017, before me, Barbara Robinson, Project Administrator, appeared, known to me, (or satisfactorily proven) to be, the person subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

Justice of the Peace/Notary Public

Diana Corey

My commission expires Aug. 14, 2018



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

[Signature]  
Chief, Bureau of Trails

[Signature] 2/27/17  
Witness/Date

Approved as to form, substance and execution:

[Signature]  
Attorney General's Office

Contract expires **December 31, 2017**

Approved by Governor & Council

at the \_\_\_\_\_ meeting

Item# \_\_\_\_\_