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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:

	<u>FY 2017</u>
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.

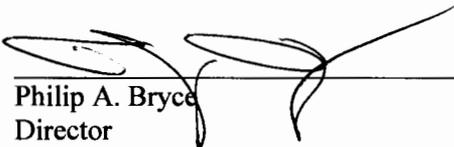
These grant funds will match other existing funding provided to the North Country Council for this project and a corresponding OHRV safety project by the US Department of Agriculture, Rural Development Program, and the NH Charitable Foundation's Tillotson Fund. A total of \$80,000 in additional funding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

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

STATE OF NEW HAMPSHIRE

COUNTY OF Crafton

On this the 23rd 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 M. Corey

My commission expires Aug. 14, 2018



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

[Signature]
Chief, Bureau of Trails

Alvin Rudolph 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# _____

Task B. Develop a scope of work and planning framework for coordinated trails planning for Coos County.

- 1.A. With input from representatives of each stakeholder group, develop a survey instrument to guide interviews with, e.g., each community, each trail user group, each trail-dependent business, each organization/club/agency that owns, maintains and/or manages trails, and each chamber of commerce.

Stakeholder groups will include:

- a. Landowners
 - b. Clubs and other user groups
 - c. NGOs
 - d. Public agencies
 - e. Law enforcement
 - f. Business community, including, e.g., chambers of commerce, recreational suppliers
 - g. Municipalities
- 1.B. The lead decision-maker for each stakeholder group will be offered the opportunity to be interviewed themselves, by phone or in person, to have NCC staff attend a meeting of the group to facilitate discussion and response, or to designate a representative to participate in the interview. The survey instrument will be designed to obtain information on the following:
- a. Trails - What trails does the entity own, manage, use? Is use restricted to clients/members/certain user groups? How often are route changes/additions made?
 - b. What attributes/features/qualities are essential in those trails? What attributes are desired?
 - c. Are there deficiencies in the existing trail system owned, managed or used by the group? If so what are they, including adequate number of miles, locations, connections, accesses, signage, upkeep?
 - d. Are there safety concerns regarding trails owned, managed, or frequently or primarily used by user group, including condition of the trails, incompatible uses, other?
 - e. Maps - What trail maps exist? What format are they in? How often do the maps get updated? Would they consider cooperating in an on-line Coos County-wide comprehensive trails map in the future? Why or why not, or under what conditions?

- f. Are there other gaps, conflicts, or other needs, issues or concerns regarding trail facilities or services not covered above?
- g. What are the factors that affect the user experience? And what level of change in those factors is acceptable?
- h. What services and amenities are needed? And within what distance?
- i. Have negative environmental impacts associated with trail use been observed?
- j. Have positive or negative impacts on the communities been observed?

1.C. Spokespeople would then be asked if they would be willing to participate, or help identify another spokesperson to participate, in a series of stakeholder workshops to help develop the key components of a planning framework for a comprehensive trail system in Coos County, including priority needs, issues and concerns that would be addressed collaboratively in the future by the County's various trail stakeholders, and the guiding principles with which those decisions would be made.

2. Collect available data from other sources, including:

- a. Recreation Trends
 - i. Motorized, non-motorized
 - ii. Desired experiences
- b. Current trail resources in the North Country
 - i. Types of use
 - ii. Extent of trails (distance, distribution)
 - iii. Land base ownership
 - iv. Connectivity, between trails, and to supporting infrastructure
- b. Impacts of trail use
 - i. on natural resources
 - ii. on infrastructure
 - iii. on social resources
- c. Applicable laws affecting uses
- d. Current financial/resource framework

3. Compile preliminary draft report on findings based on interviews and initial research.

4. Facilitate a public meeting to present the preliminary draft findings report and solicit initial input on the priority needs, issues and concerns relative to the County's trail industry.
5. Facilitate a series of 6 to 8 stakeholder workshops to:
 - a. Discuss preliminary findings and public meeting results.
 - b. Identify priority needs, issues, and concerns relative to the County's trail industry.
 - c. Develop vision and guiding principles to serve as the core of a planning framework for a comprehensive trail system.
 - d. Develop a detailed scope of work and planning framework to guide the future development of an implementation plan collaboratively among user groups. The scope of work/planning framework will outline the steps and process for: inventorying and mapping trail systems, accesses and associated services; bringing stakeholders together to address existing and potential conflicts and carrying capacity issues, needs and opportunities; and identifying action steps to improve connectivity between trail systems and trails and services, separate users when appropriate, and expand systems where needed. The framework will also:
 - i. provide a methodology for addressing conflicts between trail users and between trail use and other land uses
 - ii. assist with evaluation of requests for new trails
 - iii. assist partner agencies and organizations with smaller-scale decision-making.
- 6 Identify partners committed to participating in the planning process in an ongoing basis and potentially collaborate on long term implementation, and identify potential funding sources.