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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
BUREAU of TRAILS

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June 11, 2018

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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** Grant-In-Aid agreements with the OHRV clubs shown in the attachment in the total amount of \$335,903.71, upon Governor & Council approval, for the period June 1, 2018, through May 31, 2019. 100% Transfers from Fish & Game.

Funding in FY 2019 is contingent upon availability and continued appropriation, as follows:

	<u>FY 2019</u>
03-35-35-351510-34860000	
Grant-In-Aid - Wheeled	\$335,903.71
075-500590 Grants Subsidies and Relief	

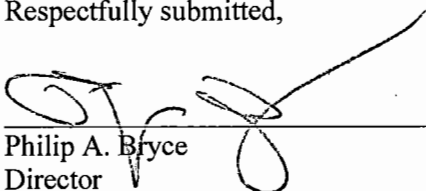
EXPLANATION

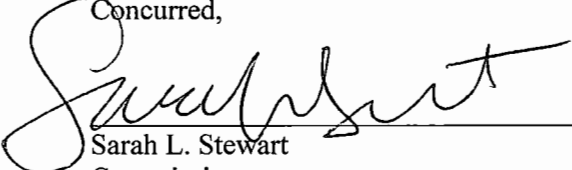
The Department's authority to enter into Grant-In-Aid agreements with non-profit off highway recreational clubs is outlined in RSA 215-A:23, VI(b). These grant agreements are for aiding the clubs in the maintenance and development of OHRV trails and the purchase and refurbishment of trail maintenance equipment. This request is retroactive due to the timing of the Governor & Council meeting and the clubs needing to start their trail construction projects.

Copies of these agreements are available at the Department's Bureau of Trails. The Attorney General's office has approved the attached sample agreement as to form and substance, and will approve the actual agreements as to execution.

While many of the grant agreements are not above the \$25,000 limit requiring approval by the Governor and Executive Council, because there is the potential for additional grants to be awarded to these clubs through the Department during the same Fiscal Year, possibly putting grantees over said limit, full disclosure of the attached grantee list is warranted.

Respectfully submitted,


Philip A. Bryce
Director

Concurred,
 (RW)
Sarah L. Stewart
Commissioner

Attachments
PAB/CG/lm

Grant #	Org	Vendor #	Location	Grant Total
C/G&E 2018-01	Ammonoosuc Valley ATV Club	158810	Bath, NH	\$11,726.83
C/G&E 2018-02	Androscoggin Valley ATV Club	159051	Berlin, NH	\$24,260.00
C/G&E 2018-03	Bound Tree ATV Club	166285	Contocook, NH	\$4,800.00
C/G&E 2018-04	Great North Woods Riders ATV Club, Inc.	159262	Pittsburg, NH	\$40,780.47
C/G&E 2018-05	Metallak ATV Club	225952	Colebrook, NH	\$33,722.30
C/G&E 2018-06	Milan Trail Huggers	259557	Milan, NH	\$6,006.63
C/G&E 2018-07	Millsfield ATV Club	158402	Litchfield, NH	\$39,338.81
C/G&E 2018-08	Mount Moosilauke ATV Club	164319	Warren, NH	\$17,390.00
C/G&E 2018-09	New Durham Valley ATV Club	168598	New Durham, NH	\$910.00
C/G&E 2018-10	New England Mud Hawgs	286361	Wilton, NH	\$1,832.06
C/G&E 2018-11	New Hampshire ATV Club	158449	Derry, NH	\$13,800.00
C/G&E 2018-12	North Country ATV	158451	North Stratford, NH	\$59,683.80
C/G&E 2018-13	Presidential OHRV Club	221767	Gorham, NH	\$26,180.00
C/G&E 2018-14	Sullivan County ATV Club	159046	Claremont, NH	\$6,254.90
C/G&E 2018-15	Sunset Riders ATV Club	221768	Berlin, NH	\$12,214.00
C/G&E 2018-16	Tri-City Trailblazers ATV & Snowmobile Club	165069	Gonic, NH	\$7,104.91
C/G&E 2018-17	Umbagog ATV Club	159288	Errol, NH	\$29,899.00
				\$335,903.71



State of New Hampshire
Department of Natural and Cultural Resources
Division of Parks and Recreation
Bureau of Trails

GRANT-IN-AID AGREEMENT

This Agreement is made this ____ day of _____, 2018, between the STATE OF NEW HAMPSHIRE, acting by and through the Commissioner of the Department of Natural and Cultural Resources; Division of Parks and Recreation; Bureau of Trails, hereinafter referred to as the "State", and the «Org», a non-profit incorporated off highway recreational vehicle club (OHRV), hereinafter referred to as the "Club", with a principal place of business in «Location».

WHEREAS, the Club desires to construct/maintain a public OHRV trail system and/or purchase or recondition trail maintenance equipment, in accordance with grant number «Grant_», 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 OHRV Clubs;

NOW, THEREFORE, IT IS AGREED between the parties hereto:

1. The State agrees to reimburse the Club in accordance with RES 8408, subject to the following terms and conditions; however, should off highway vehicle revenues fall short of the estimated amounts, grant awards shall be reduced by the amount of the revenue shortfall. If GIA revenues are insufficient to fund Projects and/or Equipment purchases or reconditions at the percentages noted in Res 8403.02, the Bureau shall have the ability to offer partial funding to a club, lower than those proportions noted in Res 8403.02, and the club may determine if they wish to accept the lower grant award.
2. The Club agrees to construct and undertake the approved Project, and/or purchase or recondition Equipment, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. 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 and/or purchase or recondition.
3. This Agreement and the obligations of the parties hereunder, shall become effective June 1, 2018, and shall run through May 31, 2019.
4. The maximum amount of funds available to the Club pursuant to this Agreement shall be «Grant_Total». 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. The club shall submit invoices for actual costs incurred in construction or maintenance of the approved trail; actual costs incurred in the grading of the approved trail, along with one (1) grading log for each grading event; actual costs incurred in the purchase or reconditioning of equipment, along with a receipt from the vendor indicating the equipment has been delivered and paid for. Said receipt shall include the Club's name, the purchase or reconditioning price, the make, model, serial number, and year of manufacture of equipment, and any accessories purchased.
 - a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, 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 and/or purchase or recondition have been made, on the condition that invoices are submitted within the Agreement 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. Any grant funds allotted, but not applied for by the Club by the termination date of this Agreement, shall lapse and be returned to the Grant-In-Aid Program. Any remaining balances upon Project completion and/or Equipment purchase or reconditioning shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau.
6. The Club shall not amend, revise, or change the Approved Application or Work Plan without the prior written consent of the Bureau.
7. The following events shall result in the termination of this 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 withdraw permission for the use of said land while the Club's Project grant is in effect, this 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 and utilize awarded Project funds.
 - b. Failure by the Club to comply with any of the rules governing the reimbursement of funds shall result in the non-reimbursement of any funds owed and shall cause future Grant-In-Aid requests to be denied, providing corrections are not made within 15 working days of notification of any failure of rules compliance.
8. Equipment purchased or reconditioned through the Grant-In-Aid Program shall not be sold or traded by any Club, unless it meets the provisions specified in Administrative Rule Res 8404.04, Terms of Ownership.
9. The State of New Hampshire shall retain an interest in the form of a lien on all equipment purchased or reconditioned through the Grant-In-Aid Program, and the State shall file a financing statement with the Secretary of State pursuant to RSA 382-A:9. Such lien shall be released by the State of New Hampshire when the club has met the requirements of Administrative Rules Res 8404.04 or 8404.05.
10. 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.

11. The Club agrees to submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of purchased or reconditioned equipment, trail construction, grading work, trail signing, and grading logs may be made by Bureau officials or designees at any time.
12. This Agreement may be modified, waived, or discharged only by an instrument signed by the parties hereto.
13. 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, worker's compensation or emoluments provided by the State to its employees.

SPECIAL PROVISIONS

1. Equipment purchased or reconditioned through the Grant-In-Aid 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.
2. All equipment purchased or reconditioned through the Grant-In-Aid Program shall be kept in good mechanical condition. Clubs are required to maintain a *Grading and Maintenance Log*, provided by the Bureau, for each piece of equipment.
3. Clubs must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Grant-In-Aid Program for the term of the GIA award pursuant to Res 8404.04. The insurance policy shall name the State of New Hampshire Bureau of Trails as a certificate holder.
4. **OPERATIONAL ODOMETER OR HOUR METERS ARE REQUIRED** on Class 1 and 2 machines.
5. **OPERATIONAL HOUR METERS ARE REQUIRED** on Class 3 and 4 machines.
6. Grading Reimbursement Requests for the preceding month's activities, with appropriate *Grading Logs* attached, must arrive in the Bureau of Trails office **by the 10th of the month** for processing.
7. All approved parking facilities shall only be signed with appropriate signs provided by the Bureau of Trails obtained through the Grant-In-Aid Program.

OFF HIGHWAY RECREATIONAL VEHICLE CLUB INFORMATION

Organization Name: «Org» **Vendor Code:** «Vendor_»

Appropriation Code: 010-035-3486-075-0590 Construction «Construction_»

010-035-3486-075-0590 Grading «Grading_»

010-035-3488-075-0590 Equipment «Equipment_»

Total Grant Value **«Grant_Total»**

TRAIL ADMINISTRATOR: _____

(Print Name)

(Signature)

STATE OF NEW HAMPSHIRE, County of _____

On this the ____ day of _____, 2018, before me appeared, _____, known to me, or satisfactorily proven to be, the same person subscribed to the within instrument, and acknowledged that they executed the same for the purposes 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

Agreement expiration date: May 31, 2019

Approved by Governor and Council

at the _____ meeting

Item # _____