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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@dncr.nh.gov
Web: www.nhtrails.org

May 28, 2021

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 amend an existing Recreational Trails Grant (Grant #20-31) with the Appalachian Mountain Club (VC #177587) by extending the completion date from August 31, 2021 to October 31, 2021 without any change in the grant amount effective upon Governor and Executive Council approval. The original grant was approved by the Governor and Executive Council on June 24, 2020, Item #116, and most recently amended with Governor and Executive Council approval on December 18, 2020, Item #5 #A. 100% Federal Funds.

EXPLANATION

Due to delays caused by the COVID-19 Pandemic, this organization is unable to complete their project by the amended grant end date of August 31, 2021.

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 reviewed and approved the attached grant amendments as to form, substance, and execution.

Respectfully submitted,

Philip A. Bryce
Director

Concurred,

Sarah L. Stewart
Commissioner

(PSM)

Attachments
PAB/CR/AR

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

On this the 9 day of April, 2021, the Department of Natural and Cultural Resources and the Appalachian Mountain Club, vendor code #177587, hereby mutually agree to amend their Recreational Trails Program grant contract, #20-31, in the amount of \$32,580.00, by extending the contract end date to October 31, 2021 from the amended end date of August 31, 2021. The original contract was approved by the Governor and Executive Council on June 24, 2020, item #116 with an end date of December 31, 2020. An amendment extending the end date to August 31, 2021 was approved by the Governor and Executive Council on December 18, 2020, Item #5 #A.

- Amend the contract end date to October 31, 2021 from the amended end date of August 31, 2021.
- All other terms and conditions of this contract shall remain the same in full force and effects as originally set forth.
- This extension 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.

Jean McLooney 5/7/2021
Project Administrator Date

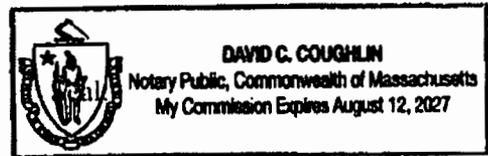
[Signature] 5/7/21
Witness Date

STATE OF Suffolk / Massachusetts
COUNTY OF Suffolk

On this the 7th day of May, 2021, before me, Jean McLooney, Project Administrator, 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 David C. Coughlin

My Commission Expires: 8/12/2027



STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

[Signature]
INTERIM Chief, Bureau of Trails

Margaret Morrison 5/17/21
Witness Date

[Signature]
Commissioner

Approved as to form, substance and execution:

[Signature]
Attorney General's Office
Michael Haley, Attorney

Approved by Governor and Executive Council
At the _____ meeting
Item # _____



Greenville ME April 9, 2021

Alexandria NH

Bretton Woods NH

Gorham NH

Blairstown N.

Haverstraw NY

Bethlehem PA

Alexis Rudko
Program Specialist
Recreational Trails Program
DNCR Parks and Rec. Trails Bureau
172 Pembroke Rd.
Concord, NH 03301

RECEIVED

MAY 10 2021

DNCR

To Alexis Rudko:

Please accept this letter as the Appalachian Mountain Club's (AMC) official request for extension of RTP Grant# 20-31 to reconstruct the lower portion of the popular Lonesome Lake Trail in Franconia Notch State Park.

In October of 2020 we had requested and been granted an extension to August 31, 2021. While we regret asking for a second extension, COVID-19 and the associated impacts caused by mitigating spread has led to this request. We are requesting the second extension of October 31, 2021. The additional months will allow us time to ensure we have the staff and volunteer capacity to complete this project. By delaying this project to the fall we will also avoid the summer peak timing for recreation in Franconia Notch.

To date we have not met the requirements agreed upon in the contract and would appreciate the opportunity to meet them in by the end of October 2021. Below is what we have been able to achieve to date:

- 166 volunteer hours installing 15 timber and rock check steps to retain soil on the trail and 9 scree rocks to help pin structures and keep users on trail.

While we had to defer many trail projects for our staff and volunteer trail crews from 2020 into 2021 we are confident that we will be able to employ our trail crews and to complete this grant agreement before October 31, 2021.

Thank you,

Alex DeLucia
AMC Director of Trails
adelucia@outdoors.org
PO BOX 298
Gorham, NH 03581



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@dncr.nh.gov
Web: www.nhtrails.org

November 18, 2020

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 amend the Recreational Trails Program Grants with the 4 organizations listed below by extending the grant end date from December 31, 2020 to August 31, 2021 effective upon Governor and Executive Council approval. No additional funding is involved with these grant extensions. The original grants were approved by the Governor and Executive Council on June 24, 2020, Item #116. 100% Federal Funds.

<u>Organization</u>	<u>Vendor Code</u>	<u>Grant Amount</u>
Bow Pioneers Snowmobile Club	155714	\$40,135.20
Town of Milford	177503	\$78,790.00
Appalachian Mountain Club	177587	\$32,580.00
The Nature Conservancy	177785	\$80,000.00

EXPLANATION

Due to delays caused by the COVID-19 Pandemic, these 4 organizations are unable to complete their projects by the original grant end date of December 31, 2020.

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 reviewed and approved the attached grant amendments as to form, substance, and execution.

Respectfully submitted,

Concurred,

(19)

Philip A. Boyce
Director

Sarah L. Stewart
Commissioner

Attachments
PAB/CG/ar

FY-20 (Project X) Recreational Trails Program Community Grants			
Grant #	Sponsor/Applicant	Vendor #	Grant Amount
20-01	Bruhawachet Sno Trackers	158042	\$15,130.00
20-02	Bruhawachet Sno Trackers	158042	\$13,680.00
20-03	Hidden Valley Sno Riders Inc.	158266	\$13,900.00
20-04	Sunset Riders ATV Club	221768	\$21,040.00
20-05	White Mountain Ridge Runners	155135	\$20,375.00
20-07	Blow me Down Snowriders	167138	\$13,680.00
20-08	Milan Trail Huggers	259557	\$79,515.13
20-09	Swift Diamond Riders	157214	\$13,200.00
20-10	Hollis Nor'Easters SMC	159261	\$15,520.00
20-11	Great North Woods Riders	159262	\$8,000.00
20-12	Great North Woods Riders	159262	\$70,150.00
20-13	Trail Dawgs SMC	157755	\$29,148.66
20-14	Southern NH Snow Slickers	167086	\$51,810.00
20-15	Central NH SMC	159440	\$30,000.00
20-16	Bow Pioneers (amended amount)	166714	\$32,283.20
20-19	City of Claremont	177373	\$23,150.00
20-21	Wildcat Conservation Commission	177373	\$18,740.00
20-22	Town of Durham	177383	\$80,000.00
20-29	Coos Cycling Club	317042	\$12,018.00
20-31	Appalachian Mountain Club	177383	\$2,280.00
20-32	Randolph Mountain Club	160055	\$13,719.44
20-33	The Nature Conservancy	177383	\$30,000.00

Total for Community Projects: **\$755,541.43**

Note: Bow Pioneers SMC was originally granted \$32,283.20 but their contract was amended by \$7,852.00 increase. Approved by Governor & Council meeting on 10/7/2020, item #29

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

On this the 14 day of October, 2020, the Department of Natural and Cultural Resources and the Appalachian Mountain Club, vendor code #177587, hereby mutually agree to extend their Recreational Trails Program grant contract, #20-31, in the amount of \$32,580.00, which was originally approved by the Governor and Executive Council on June 24, 2020, item #116, by amending the original contract end date from December 31, 2020 to August 31, 2021.

- All other terms and conditions of this contract shall remain the same in full force and effects as originally set forth.
- This extension 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.

Andrew Norkin 10/15/20
Project Administrator/Date

Randi [Signature] 10-15-20
Witness/Date

STATE OF Maine
COUNTY OF Oxford

On this the 15th day of October, 2020, before me, Andrew Norkin, Project Administrator, 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 Stanley J. Tupaj

My Commission Expires: July 3, 2025

Seal:



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**

Sarah Stewart
Sarah L. Stewart, Commissioner

[Signature] 11/12/20
Witness/Date

Approved as to form, substance and execution: [Signature] 11/16/20
Attorney General's Office
Michael Haley, Attorney

Approved by Governor and Executive Council
At the _____ meeting
Item # _____



October 15, 2020
 Alexis Rudko
 Program Specialist
 Recreational Trails Program
 DNCR Parks and Rec. Trails Bureau
 172 Pembroke Rd.
 Concord, NH 03301

To Alexis Rudko,

Please accept this letter as the Appalachian Mountain Club's (AMC) official request for extension of RTP Grant # 20-31. While we regret asking for an extension, the novel Coronavirus and the tremendous impacts caused by mitigating spread was the ultimate factor as to our need. It affected the size and certainty of our pro trail crew and made our usual volunteer opportunities a real challenge. To date we have not met the requirements agreed upon in the contract and would appreciate the opportunity to meet them in 2021. Below is what we have been able to achieve to date:

- 166 volunteer hours installing 15 timber and rock check steps to retain soil on the trail and 9 scree rocks to help pin structures and keep users on trail.

While we had to defer many projects for our pro trail crew from 2020 due to uncertainties about staffing, we are confident that we will be able to employ a trail crew for 2021 that can accomplish this project as well as recruiting volunteers to finish the remainder of our volunteer match. Our plan heading into the 2021 trail building season will be to start this project in early June, wrapping up our time before the August extension deadline. We will address problems areas as outlined in our work plan.

Sincerely,

Andrew Norkin
 AMC Trails and Recreation Director
 PO BOX 298
 Gorham, NH 03581

Date:

10/15/2020

Q

RECEIVED

OCT 23 2020

DNCR

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
- 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 Natural and Cultural Resources, through its Commissioner, hereunto duly authorized through the Division of Parks and Recreation Director, hereinafter referred to as the "STATE", and Appalachian Mountain Club, hereinafter referred to as the "GRANTEE".

GENERAL PURPOSE

The Grantee agrees to comply with Code of Federal Regulations (CFR) Title 23 U.S. Code § 208 - 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, 2020, with any exceptions listed on page 4.

GRANT TOTAL

The maximum amount of funds available to the Grantee pursuant to this agreement shall be \$32,580.00. 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; \$8,145.00, 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 – DNCR, 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 December 31, 2021, 2022, 2023 and 2024. 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 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: Appalachian Mountain Club Vendor Code: 177587

Grant #: 20-31 Grant Amount: \$32,580.00 Match Pledged: \$8,145.00

Appropriation Code
906 0000-074-500585

Contract Expiration Date
December 31, 2020

[Signature] May 8, 2020
Grantee/Date
Andrew NORKIN

[Signature] 5-8-20
Witness/Date
RONDI L STEARNS

STATE OF NEW HAMPSHIRE Maine

COUNTY OF Dorset

On this the 8th day of May, 2020, before me, Andrew Norkin, 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 Stanley J. Tupas

My commission expires July 3, 2025 Seal:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**

[Signature]
Chief, Bureau of Trails

[Signature] 5/26/2020
Witness/Date

Approved as to form, substance and execution: [Signature] 5/28/20
Attorney General's Office

Contract expires December 31, 2020

Approved by Governor & Council

at the 6/24/2020 10:00 am meeting

Item# 116



JR
114

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@dncr.nh.gov
Web: www.nhtrails.org

May 29, 2020

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 award Recreational Trails Program grants to the organizations listed on the attached sheet (vendor codes included) in the total amount of \$747,689.43 for the development and maintenance of recreational trails and trail related safety and educational projects effective upon Governor and Executive Council approval through December 31, 2020. 100% Federal Funds.

Funding is available in account, Nat'l Recreational Trails Fund, as follows:

03-035-035-351510-19060000-074-500585 Grants for Public Assistance and Relief	FY 2020 \$747,689.43
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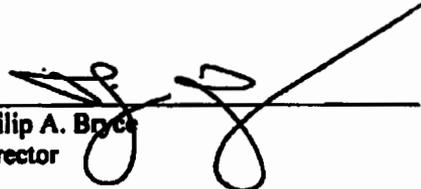
EXPLANATION

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 a finalized agreement, we are requesting approval to enter into these agreements pending execution of the agreements to assist the organizations in meeting their program goals and project timelines. The Attorney General's Office has approved the attached sample grant agreement as to form and substance and has approved each agreement upon execution.

Respectfully submitted,

Concurred,


Philip A. Bryce
Director


Sarah L. Stewart
Commissioner

Attachments
PAB/CG/AR

FY-20 (Project X) Recreational Trails Program Community Grants			
Grant #	Sponsor/Applicant	Vendor #	Grant Amount
20-01	Bruhawachet Sno Trackers	158042	\$15,130.00
20-02	Bruhawachet Sno Trackers	158042	\$13,680.00
20-03	Hidden Valley Sno Riders Inc.	158266	\$13,900.00
20-04	Sunset Riders ATV Club	221768	\$21,040.00
20-05	White Mountain Ridge Runners	155135	\$20,375.00
20-07	Blow me Down Snowriders	167138	\$13,680.00
20-08	Milan Trail Huggers	259557	\$79,515.13
20-09	Swift Diamond Riders	157214	\$13,200.00
20-10	Hollis Nor'Easters SMC	159261	\$15,520.00
20-11	Great North Woods Riders	159262	\$8,000.00
20-12	Great North Woods Riders	159262	\$70,150.00
20-13	Trail Dawgs SMC	157755	\$29,148.66
20-14	Southern NH Snow Slickers	167086	\$51,810.00
20-15	Central NH SMC	159440	\$30,000.00
20-16	Bow Pioneers	155714	\$32,283.20
20-19	City of Claremont	177373	\$23,150.00
20-20	Milford Conservation Commission	177503	\$78,790.00
20-22	Town of Durham	177383	\$80,000.00
20-29	Coos Cycling Club	317042	\$12,018.00
20-31	Appalachain Mountain Club	177587	\$32,580.00
20-32	Randolph Mountain Club	160055	\$13,719.44
20-33	The Nature Conservancy	177785	\$80,000.00

Total for Community Projects: **\$747,689.43**

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
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 Natural and Cultural Resources, 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 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, 2020, 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 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 EPA America requirements. Disposal of equipment in any manner shall require written authorization from the State of NH – DNCR, 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 December 31, 2021, 2022, 2023 and 2024. 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 project 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
19060000-074-500585

Contract Expiration Date
December 31, 2020

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 NATURAL AND CULTURAL RESOURCES**

Chief, Bureau of Trails

Witness/Date

Approved as to form, substance and execution: _____

Attorney General's Office

Contract expires December 31, 2020

Approved by Governor & Council

at the _____ meeting

Item# _____