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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

July 14, 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 (Bureau) to enter into a Recreational Trails Program Grant (RTP 21-TB16) with the Society for Protection of New Hampshire Forests (VC #177170) in the total amount of \$73,428 effective upon Governor and Executive Council approval through September 30, 2022. 100% Federal Funds.

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

	<u>FY 2022</u>
03-035-035-351510-19060000-074-500585 Grants for Public Assistance and Relief	\$73,428

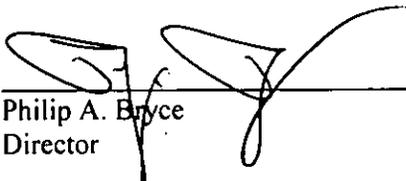
EXPLANATION

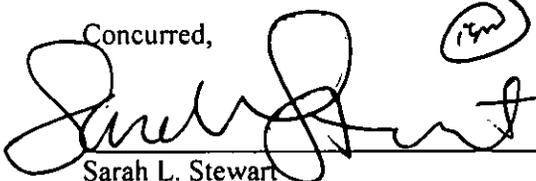
The Recreational Trails Program is funded by the Federal Highway Administration. The purpose of the program is to allocate funds to the States for development and maintenance of recreational trails, trail education programs, and trail-related projects.

The Society for Protection of NH Forests (SPNHF) leases approximately 5,000 acres of Monadnock State Park to the Division of Parks and Recreation. The lease agreement provides for both parties to work together to conduct trail work in the park to mitigate environmental damage and support the safety of our visitors. There are over 36 miles of hiking trails in the park and over 100,000 people hike Mount Monadnock annually.

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

Respectfully submitted,


Philip A. Bryce
Director

Concurred,

Sarah L. Stewart
Commissioner

Attachments
PAB/CR/AR

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 Society for the Protection of NH Forests, hereinafter referred to as the "GRANTEE".

GENERAL PURPOSE

The Grantee agrees to perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the 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 **September 30, 2022**, with any exceptions listed on page 4.

GRANT TOTAL

The maximum amount of funds available to the Grantee pursuant to this agreement shall be \$73,428.00. 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; \$18,357.00, 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, 2022, 2023, 2024 and 2025**. 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: Society for the Protection of NH Forests Vendor Code: 177170

Grant #: 21-TB16 Grant Amount: \$73,428.00 Match Pledged: \$18,357.00

Appropriation Code
37770000-074-500585

Contract Expiration Date
September 30, 2022

[Signature] 7/15/2021
Grantee/Date

[Signature] 7-15-2021
Witness/Date

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

On this the 15th day of July, 2021, before me, David Jackson Savage (Jack)
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 [Signature]

My commission expires MARIA E. STEWART, Notary Public
State of New Hampshire Seal:
My Commission Expires September 5, 2023

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

[Signature]
Commissioner of DNCR

[Signature] 7/22/21
Witness/Date

Approved as to form, substance and execution: _____
Attorney General's Office

Contract expires **September 30, 2022**

Approved by Governor & Council

at the _____ meeting

Item# _____

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Contract Expiration Date
September 30, 2022

[Signature] 7/15/2021
Grantee/Date

[Signature] 7-15-2021
Witness/Date

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On this the 19th day of July, 2021, before me, David Jackson Savage (Jack)
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 [Signature]

My commission expires MARIA E. STEWART, Notary Public
State of New Hampshire Seal:
My Commission Expires September 8, 2023

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

[Signature]
Commissioner of DNCR

[Signature] 7/22/21
Witness/Date

Approved as to form, substance and execution: [Signature]
Attorney General's Office
Michael Haley, Attorney
7/22/2021

Contract expires **September 30, 2022**

Approved by Governor & Council

at the _____ meeting

Item# _____