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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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November 6, 2023

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 Grant-In-Aid Trail Maintenance Agreements with the snowmobile clubs shown in the attachment in the total amount of \$2,638,980.01 for grooming of approximately 7,000 miles of snowmobile trails throughout the state effective upon Governor and Executive Council approval for the period from December 15, 2023 through May 31, 2024. 100% Other Funds (Transfers from Fish & Game-Snowmobile Registration Fees).

Funding is available in account, Grant-In-Aid Snow, as follows:

	<u>FY 2024</u>
03-035-035-351510-35560000-075-500590 Grant Subsidies and Relief	\$2,638,980.01

EXPLANATION

The Department's authority to enter into Grant-In-Aid agreements with non-profit snowmobile clubs is outlined in RSA 215-C:39, VII (b). These grant agreements are for aiding the clubs in the grooming of approximately 7,000 miles of snowmobile trails throughout the State.

Grant agreement awards are based on projected snowmobile registration revenue derived from the winter of 2023/2024. Should revenues fall short of projections, grant awards will be reduced by the amount of the revenue shortfall.

Copies of the agreements with the clubs will be 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 \$10,000 grant limit requiring approval by the Governor and Executive Council, because there is the potential for additional seasonal grooming grants to be awarded possibly putting grantees over said limit, full disclosure of the attached grantee list is warranted.

Respectfully submitted,

Concurred,

Brian J. Wilson
Director

(15M)

Sarah L. Stewart
Commissioner

Attachments
SLS/CR/AR

Club	Location	Vendor Code	Grant #	Grooming	Plowing	Grant Total
Alexandria Ledge-Climbers Snowmobile Club, The	Alexandria, NH	156580	GRO 2023/24-01	\$21,841.05		\$21,841.05
Andover Snowmobile Club, Inc.	Andover, NH	155686	GRO 2023/24-02	\$25,106.80		\$25,106.80
Asquamchumauke Valley Snowmobile Club	Warren, NH	166527	GRO 2023/24-03	\$19,127.40	\$600.00	\$19,727.40
Baker River Valley Snowmobile Club	Wentworth, NH	157505	GRO 2023/24-04	\$48,904.50	\$4,032.00	\$52,936.50
Barrington Snow Goers, The	Barrington, NH	162239	GRO 2023/24-05	\$3,193.58		\$3,193.58
Belknap Snowmobilers, Inc.	Gilford, NH	231019	GRO 2023/24-06	\$20,431.95		\$20,431.95
Belmont Bogle Busters	Belmont, NH	158105	GRO 2023/24-07	\$22,897.88		\$22,897.88
Blow-Me-Down Snow Riders	Cornish Flat, NH	167138	GRO 2023/24-08	\$14,870.63		\$14,870.63
Blue Mountain Snow Dusters Outdoor Recreation Club, Inc.	Grantham, NH	155047	GRO 2023/24-09	\$21,136.50		\$21,136.50
Border Riders Snowmobile Club, Pelham, N.H.	Pelham, NH	157608	GRO 2023/24-10	\$3,112.73		\$3,112.73
Bow Pioneers	Concord, NH	155714	GRO 2023/24-11	\$8,969.47		\$8,969.47
Bridgewater Mountain Snowmobile Club	New Hampton, NH	165203	GRO 2023/24-12	\$31,704.75		\$31,704.75
Brookline Icebreakers Snowmobile Club	Brookline, NH	159225	GRO 2023/24-13	\$5,093.55		\$5,093.55
Bruhawachet Sno-Trackers, Inc.	Rumney, NH	158042	GRO 2023/24-14	\$18,653.25		\$18,653.25
Central New Hampshire Snowmobile Club	Campton, NH	159440	GRO 2023/24-15	\$59,767.80	\$540.00	\$60,307.80
Chesterfield Snowmobilers, Inc.	Chesterfield, NH	156030	GRO 2023/24-16	\$4,413.83		\$4,413.83
Colebrook Ski-Bees, Inc.	Colebrook, NH	155789	GRO 2023/24-17	\$162,392.65		\$162,392.65
Connecticut Valley Snowmobile Club	Haverhill, NH	160093	GRO 2023/24-18	\$17,963.20	\$510.00	\$18,473.20
Contoocook Sno-Mads Snowmobile Club	Contoocook, NH	163352	GRO 2023/24-19	\$3,994.70	\$1,000.00	\$4,994.70
Crescent Lake Regional Sno-Riders	Claremont, NH	155028	GRO 2023/24-20	\$9,316.23		\$9,316.23
Dalton Ridge Runners	Dalton, NH	162647	GRO 2023/24-21	\$28,120.36	\$700.00	\$28,820.36
Derry Pathfinders Snowmobile Club, The	Derry, NH	155677	GRO 2023/24-22	\$960.00	\$1,350.00	\$2,310.00
Evergreen Snowmobile Club Association, Inc.	Milton, NH	157702	GRO 2023/24-23	\$24,311.54	\$3,000.00	\$27,311.54
Exeter Snow Hounds, The	Exeter, NH	160090	GRO 2023/24-24	\$990.41		\$990.41
Fort Mountain Trailwinders, The	Epsom, NH	218495	GRO 2023/24-25	\$5,281.82		\$5,281.82
Gilmanston Snowmobile Association	Gilmanston, NH	158532	GRO 2023/24-26	\$24,659.25		\$24,659.25
Great Bay Sno-Rollers, Inc.	Newmarket, NH	160087	GRO 2023/24-27	\$1,334.15		\$1,334.15
Groveton Trail Blazers, Inc., The	Groveton, NH	155466	GRO 2023/24-28	\$92,546.82	\$6,875.00	\$99,421.82
Hardy Country Snowmobile Club, Inc.	Hebron, NH	158846	GRO 2023/24-29	\$61,272.00		\$61,272.00
Henniker Trail Travelers, Inc.	Henniker, NH	158004	GRO 2023/24-30	\$3,533.74		\$3,533.74
Hidden Valley Sno-Riders	Marlow, NH	158266	GRO 2023/24-31	\$18,577.50		\$18,577.50
Hooper Hill Hoppers, Inc.	Walpole, NH	167099	GRO 2023/24-32	\$5,991.56		\$5,991.56
Jefferson Hi-Landers, Inc., The	Jefferson, NH	154753	GRO 2023/24-33	\$23,149.50		\$23,149.50
Kearsarge Trail Snails, Inc. Snowmobile Club	Warner, NH	166621	GRO 2023/24-34	\$11,979.66		\$11,979.66
Keene Sno-Riders, Inc.	Keene, NH	258444	GRO 2023/24-35	\$9,107.18		\$9,107.18
Lake Sunapee Snowmobile Club	Newbury, NH	156464	GRO 2023/24-36	\$29,252.55		\$29,252.55
Lakes Region SMC	Franklin, NH	156591	GRO 2023/24-37	\$23,076.90		\$23,076.90
Lancaster Snowdrifters, Inc.	Lancaster, NH	167152	GRO 2023/24-38	\$30,965.28	\$1,265.00	\$32,230.28
Lisbon Stump Jumpers, Inc.	Lisbon, NH	159132	GRO 2023/24-39	\$28,015.00	\$300.00	\$28,315.00
Littleton Off Road Riders, Inc.	Littleton, NH	156202	GRO 2023/24-40	\$28,090.15		\$28,090.15
Lyme Pinnacle Snowmobile Club, Inc.	Lyme, NH	155363	GRO 2023/24-41	\$35,688.58	\$1,440.00	\$37,128.58
Mascoma Valley Snow Travelers, Inc.	Springfield, NH	262171	GRO 2023/24-42	\$23,925.83		\$23,925.83
Milan All Weather Riders	Milan, NH	158181	GRO 2023/24-43	\$53,969.50	\$1,500.00	\$55,469.50
Mohawk Trail Riders, Inc.	Sanbornton, NH	157400	GRO 2023/24-44	\$16,078.82	\$720.00	\$16,798.82
Monadnock Sno-Moles, The	Rindge, NH	154989	GRO 2023/24-45	\$13,110.00	\$750.00	\$13,860.00
Monroe Bumper Humpers, The	Monroe, NH	156040	GRO 2023/24-46	\$5,032.89		\$5,032.89
Moultonboro Snowmobile Club	Moultonboro, NH	155388	GRO 2023/24-47	\$11,741.75	\$2,187.50	\$13,929.25
Mount Agassiz Trail Association	Bethlehem, NH	166956	GRO 2023/24-48	\$18,499.29		\$18,499.29
Mt. Cardigan Snowmobile Club	Canaan, NH	157481	GRO 2023/24-49	\$32,315.98		\$32,315.98
Mt. Major Snowmobile Club, Inc.	Alton Bay, NH	157731	GRO 2023/24-50	\$24,188.01		\$24,188.01
Mountain-Meadow Riders	Conway, NH	153247	GRO 2023/24-51	\$18,158.18	\$2,800.00	\$20,958.18
New Hampshire Sno-Shakers Snowmobile Club	Loudon, NH	260600	GRO 2023/24-52	\$1,833.92	\$3,000.00	\$4,833.92
New Hampshire Trail Dawgs	Pembroke, NH	157755	GRO 2023/24-53	\$8,651.53		\$8,651.53
Newfields Sno-Raiders	Newfields, NH	154015	GRO 2023/24-54	\$6,011.09		\$6,011.09
Night Riders, Inc.	Hillsboro, NH	157696	GRO 2023/24-55	\$11,422.95		\$11,422.95
Nor'Easters Snowmobile Club, Inc.	Hollis, NH	159261	GRO 2023/24-56	\$6,122.10	\$1,650.00	\$7,772.10
Northwood Crank Pullers Snowmobile Club, Inc.	Pittsfield, NH	160088	GRO 2023/24-57	\$9,354.32		\$9,354.32
Old #4 Rod, Gun and Snowmobile Club, Inc.	Charlestown, NH	157049	GRO 2023/24-58	\$6,686.66	\$562.50	\$7,249.16
Ossipee Valley Snowmobile Club Assn. Inc.	West Ossipee, NH	157580	GRO 2023/24-59	\$17,245.19	\$2,000.00	\$19,245.19
Pisgah Mountain Trailriders, Inc.	Hinsdale, NH	158314	GRO 2023/24-60	\$5,284.13		\$5,284.13
Pittsburg Ridge Runners Snowmobile Club, Inc.	Pittsburg, NH	155767	GRO 2023/24-61	\$228,579.75	\$5,250.00	\$233,829.75
Powder Mill Snowmobile Club Inc.	New Durham, NH	157604	GRO 2023/24-62	\$27,182.00	\$1,000.00	\$28,182.00
Presidential Range Riders	Gorham, NH	154829	GRO 2023/24-63	\$35,227.50		\$35,227.50
Ridge Skippers Snowmobile Club of Sullivan	Nelson, NH	263313	GRO 2023/24-64	\$2,310.00		\$2,310.00
Sandwich Sidehillers	Sandwich, NH	158556	GRO 2023/24-65	\$7,894.43		\$7,894.43
Scrub Oak Scramblers Snowmobile Club, Inc.	Madison, NH	155667	GRO 2023/24-66	\$32,269.43	\$4,500.00	\$36,769.43
Seven Lakes Snowmobile Club	Wakefield, NH	156230	GRO 2023/24-67	\$38,564.67		\$38,564.67
Shugah Valley Snow Riders, Inc.	Claremont, NH	167153	GRO 2023/24-68	\$7,015.00		\$7,015.00
Sno-Streakers	Meredith, NH	155759	GRO 2023/24-69	\$14,795.55		\$14,795.55
Snow Drifters	Rumney, NH	166360	GRO 2023/24-70	\$21,547.88	\$1,350.00	\$22,897.88
Southern New Hampshire Snow Slickers, Inc.	Candia, NH	167086	GRO 2023/24-71	\$19,952.63		\$19,952.63
Southern New Hampshire Trailblazers	Kingston, NH	160097	GRO 2023/24-72	\$7,894.43	\$1,200.00	\$9,094.43
Squam Trail-Busters Snowmobile Club, Inc., The	Holderness, NH	156286	GRO 2023/24-73	\$24,670.80		\$24,670.80
Strafford Swamp Stompers Snowmobile Club, Inc.	Strafford, NH	154983	GRO 2023/24-74	\$5,089.50	\$520.00	\$5,609.50
Strafford Nighthawks	No. Stratford, NH	166666	GRO 2023/24-75	\$65,136.00	\$1,280.00	\$66,416.00
Suncook Valley Sno Riders	Barnstead, NH	160085	GRO 2023/24-76	\$8,085.00		\$8,085.00
Sutton Ridgerunners	No. Sutton, NH	338006	GRO 2023/24-77	\$4,119.55		\$4,119.55
Swift Diamond Riders Snowmobile Club, The	Stewartstown, NH	157214	GRO 2023/24-78	\$146,223.00		\$146,223.00
T-N Arch Trail Travelers, Inc.	Northfield, NH	158467	GRO 2023/24-79	\$10,395.00		\$10,395.00

Town Line Trail Dusters, Inc.	Boscawen, NH	155088	GRO 2023/24-80	\$6,930.00		\$6,930.00
Tri-Town Trailblazers, Inc.	Alstead, NH	156963	GRO 2023/24-81	\$7,542.73		\$7,542.73
Twin Mountain Snowmobile Club	Twin Mountain, NH	155766	GRO 2023/24-82	\$52,841.25		\$52,841.25
Twin Ridge Mountaineers, Inc.	Goshen, NH	167158	GRO 2023/24-83	\$21,072.98		\$21,072.98
Twin State Trail Buster Snowmobile Club	Lebanon, NH	156563	GRO 2023/24-84	\$24,552.50		\$24,552.50
Umbagog Snowmobile Association, Inc.	Errol, NH	166541	GRO 2023/24-85	\$163,984.25	\$6,875.00	\$170,859.25
Uncanoonuc Mountaineers of Goffstown, The	Goffstown, NH	167151	GRO 2023/24-86	\$1,690.80		\$1,690.80
Washington Snow Riders, Inc., The	Washington, NH	155994	GRO 2023/24-87	\$11,166.26	\$300.00	\$11,466.26
Waumbek Methna Snowmobile Club	Jefferson, NH	230991	GRO 2023/24-88	\$58,943.69	\$2,500.00	\$61,443.69
Weare Winter Wanderers, Inc.	Weare, NH	157308	GRO 2023/24-89	\$17,888.25	\$1,000.00	\$18,888.25
Westmoreland Sno-Belters Snowmobile Club, Inc.	Westmoreland, NH	157524	GRO 2023/24-90	\$4,005.54		\$4,005.54
White Mountain Ridge Runners, Inc.	Berlin, NH	155135	GRO 2023/24-91	\$70,845.75		\$70,845.75
White Mountain Snowmobile Club	Lincoln, NH	156042	GRO 2023/24-92	\$29,337.00		\$29,337.00
White Mountain Trail Club	Bartlett, NH	157733	GRO 2023/24-93	\$44,039.25	\$1,500.00	\$45,539.25
Whitefield Sno Kings Snowmobile Club	Whitefield, NH	157549	GRO 2023/24-94	\$10,522.50		\$10,522.50
Wilton Lyndeborough Winter Wanderers	Wilton, NH	156747	GRO 2023/24-95	\$8,301.10	\$1,450.00	\$9,751.10
Winchester Trail Riders, Inc.	Winchester, NH	157791	GRO 2023/24-96	\$11,737.69		\$11,737.69
Wolfeboro Snowmobile Club, Inc.	Wolfeboro Falls, NH	286972	GRO 2023/24-97	\$21,690.90		\$21,690.90
Totals				\$2,573,473.01	\$65,507.00	\$2,638,980.01

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Dept. of Natural & Cultural Resources Bureau of Trails – Grant-In-Aid (GIA) Program		1.2. State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name «Org»		1.4. Grantee Address «Street» «Town»	
1.5 Grantee Phone # «TAPhone»	1.6. Account Number 010-035-3556-075-0590	1.7. Completion Date May 31, 2024	1.8. Grant Limitation \$«Grant_Total»
1.9. Grant Officer for State Agency		1.10. State Agency Telephone Number (603) 271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including, if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1 «TAName», Trail Administrator	
Grantee Signature 2 N/A		Name & Title of Grantee Signor 2 N/A	
Grantee Signature 3 N/A		Name & Title of Grantee Signor 3 N/A	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s)	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:		Assistant Attorney General, On: / /	
1.16. Approval by Governor and Council (if applicable)			
By: Approved at G&C Meeting as Item # (see attached)		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as “the State”), the Grantee identified in block 1.3 (hereinafter referred to as “the Grantee”), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as “the Project”).

Grantee Initials _____
Date _____

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials _____
Date _____

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or sub granted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. INSURANCE.
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employee's liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

DRAFT

Grantee Initials _____
Date _____

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS GRANT-IN-AID PROGRAM**

G-1 EXHIBIT A – Special Provisions

WHEREAS, by Laws of New Hampshire, RSA 215-C, the Legislature has authorized funds to the Bureau of Trails for Grant-In-Aid to organized snowmobile clubs; subsequently referred to as "Grantee"

1. The Grantee agrees:

- a. To groom approved snowmobile trails and plow approved parking lots in accordance with their application and approved account statement, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee agrees to comply with all Federal, State, and local laws, rules, and regulations, which are now, or in the future may become, applicable.
- b. Not to amend, revise, or change the application or approved account statement without the prior written consent of the GIA Program.
- c. To utilize operational hour meters on 51 to 80 horsepower machines, 81 to 100 horsepower machines, and machines over 100 horsepower. These machines fall into the number 3, 4, and 5 categories on the grooming rates list.
- d. To obtain a Trail Maintenance Vehicle Registration, for all grooming equipment utilized that reimbursement will be requested for, through the NH Fish & Game Department. In lieu of this, a Grantee can submit a NH Snowmobile Registration and personal liability insurance proof.
- e. To maintain insurance coverage, sufficient to cover the actual cash value of any equipment used for grooming, that was purchased or reconditioned with Grant-In-Aid funds in the past 7 years, for the duration of this Agreement. Said insurance policy shall name the DNCR/Bureau of Trails/Grant-In-Aid Program as a party of interest.
- f. To use and maintain a maintenance log detailing the maintenance of each piece of equipment used for grooming and reimbursed through the Program. Said log must be provided to the Bureau for inspection upon request.
- g. That between December 15th and January 1st, there must be at least eight inches (8") of continuous snow on the ground, and Grantee's trail systems must be reported as open, before grooming and plow operations by clubs can commence and be eligible for reimbursement of funds. Any expenses for grooming or plowing done prior to December 15th and/or prior to the required snow coverage will be the responsibility of the Grantee.
- h. To only sign approved parking lots with signs provided by the Grant-In-Aid Program and shown on their club trail system map.
- i. To submit to all requested inspections and audits by State officials that relate to the services and payments under this Agreement.

2. Termination

The following event shall result in the termination of the Agreement:

- a. In the event that the owner(s) of the land on which the trail system is developed withdraws permission for the use of said land while the club's grant is in effect, the 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.

Grantee Initials _____
Date _____

3. Penalties

- a. Failure by the Grantee 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.

3. Indemnification

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

4. Insurance

Delete Paragraph 17.1.2 of the G-1 and replace with the following for any grant related to trail grooming:

17.1.2 General liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess.

EXHIBIT B – Scope of Work

Grantee desires to groom approved snowmobile trails and plow approved parking lots, in accordance with grant number «Grant». Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Method of Payment

1. The State agrees to reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions; however, should snowmobile registration 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 this award at the percentages noted in Res 8403.02, the Bureau shall have the ability to offer partial funding to a Grantee, lower than those proportions noted in Res 8403.02, and the Grantee may determine if they wish to accept the lower grant award.
1. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be «GrantTotal». 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 determinations of eligible and approved costs shall be final in all cases. The Grantee shall submit Billing Forms and proofs of payment for actual costs incurred in the grooming of approved trails, along with one (1) completed legible grooming log for each grooming event, and proofs of payment for actual costs incurred in the plowing of approved parking lots, along with a receipt from the vendor indicating the date plowing was done and the cost.
 - a. **FIRST PAYMENT**; upon receipt of an invoice, received by **January 10th, 2024**, the State agrees to pay the Grantee percentages, as applicable, deemed eligible and approved, for grooming and plowing performed between **December 15, 2023**, and **December 31, 2023**.

Grantee Initials _____
Date _____

Inter-Department Communication

DATE: November 7, 2023

TO: Taya M. Ferris, Program Specialist II
Office of Administration
Department of Natural and Cultural Resources ("DNCR")

FROM: Sheri Phillips, Assistant Attorney General
Client Counseling Unit, Civil Bureau
Department of Justice ("DOJ")

REGARDING: Grant-In-Aid Agreements Between DNCR and Non-profit Snowmobile Clubs

The Office of the Attorney General has reviewed the sample Grant-In-Aid Agreement provided in connection with the above-referenced matter and approves that agreement as to form and substance only. Once the sample Grant-In-Aid agreement is approved by the Governor and Council for the entities identified in 03-035-035-351510-35560000-075-500590-Grant Subsidies and Relief, the DOJ will review each individual agreement as to execution.



Sheri L. Phillips