

SECTION 5 - GRANT AGREEMENT



MINNESOTA TRAIL ASSISTANCE PROGRAM GRANT AGREEMENT

(FORM DATE 4/6/01)

Local Unit of Government	Trail Name	State Cost	Effective Date
			See Item G

THIS AGREEMENT, effective date shown, is made between the STATE OF MINNESOTA, acting through the Commissioner of Natural Resources, hereinafter referred to as the "State", and the Local Unit of Government specified above, and relates to the establishment of proposed trails specified above.

WHEREAS, the local unit of government desires to establish, construct and maintain public trails; and

WHEREAS, the Minnesota Trails Assistance Program provides grants to local units of government for the construction and maintenance of recreational trails pursuant to Minnesota Statutes, Section 84.927 (1998); and

WHEREAS, the local unit of government has applied to the State for a grant for said trails and has submitted the Minnesota Trails Assistance Program's application form, maps, ownership list, and resolution of the local unit of government authorizing the proposed trails as outlined in said documents; and said application form and/or new trail project proposal and map are attached hereto as Exhibit A.

NOW THEREFORE, it is agreed between the parties as follows:

- A. **TRAIL OBLIGATION OF THE LOCAL UNIT OF GOVERNMENT.** The local unit of government agrees to construct, operate and maintain the proposed trails in accordance with the 2001-2002 Minnesota Snowmobile/Cross Country Ski Trails Assistance Program Instruction Manual, hereinafter referred to as the "Manual", and with the application or new trail project proposal form, as accepted or amended by the State. The local unit of government shall:
1. Forthwith proceed to acquire necessary interests in lands and open trails to the public. The local unit of government must acquire the interests in land in fee, or by easement, lease or permit for said trails. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by proposed trails, the local units of government shall obtain from the owner of said parcel and submit to the State a permit, lease or deed for said crossing.
 - (a) A person having personal knowledge of ownership shall sign an affidavit that the person whose name appears on the document of conveyance, lease or permit is the owner or possessor.
 - (b) Any instrument of conveyance or permit with a consideration exceeding \$500.00 shall be accompanied by an Attorney's Certificate of Title.
 2. Construct the trails and provide adequate maintenance which shall include keeping the trails reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance as may be required. The local unit of government and not the State is responsible for maintaining signs and grooming all trails. If the local unit of government fails to expedite establishment and construction of trails or fails to provide for adequate maintenance, the State may withhold future payments to the local unit of government and/or terminate this agreement.
- B. **TECHNICAL ASSISTANCE.** The State shall give technical assistance to the local unit of government in establishing trails, upon request.
- C. **FUNDING.** The state's sole responsibility under this Agreement is to provide funds to the local unit of government. In the event that state funds become unavailable because of legislative or executive action or restraints, the grant amount may be reduced by the State.

- D. **REIMBURSEMENT.** The state agrees to reimburse the local unit of government 65 percent of the cost of trail acquisition, development, and maintenance, except grooming and liability insurance which shall be reimbursed at the rate of 90 percent for all eligible costs. All costs shall be in accordance with the allowable charges and costs listed in the Manual. This grant shall not exceed the state costs as specified above.
- E. **PAYMENT.** The local unit of government must submit a request for reimbursement and attach worksheets furnished by the State for all costs incurred in acquiring, developing, maintaining and grooming the trail, all in accordance with the Manual. Additionally, the local unit of government must submit original receipts of actual purchases exceeding \$100.00. Further, the first request for reimbursement for costs incurred by grooming must be made by January 31, and the last day of every month thereafter while costs are incurred during the grooming season.

The books, records, documents, accounting procedures and practices of the local unit of government relevant to this grant shall be subject to examination by the State and legislative auditor. Records shall be sufficient to reflect all costs incurred in performance of this grant.

1. **First Payment:** Upon receipt of the request for reimbursement evidencing acceptable trail costs of \$500.00 or more for acquisition, development or maintenance, the State agrees to reimburse the local unit of government for approved costs in accordance with the Manual. The State shall not be required to pay for any services provided by the local unit of government which the State determines to be unsatisfactory, as determined by the State's authorized representative.
2. **Subsequent Payments:** Each thirty (30) successive days after the first payment, the local unit of government may submit invoices evidencing trail costs. Payments shall be made to the extent of authorized reimbursement, or until this agreement is terminated.
3. **Trail Segments:** It is understood that if the trail system is developed in segments, the local unit of government may submit requests for reimbursement as soon as continuous and workable segments are completed.

F. **LIABILITY.** The liability of the State shall be governed by Minnesota Statutes, Section 3.736. The liability of the local unit of government is governed by Minnesota Statutes, Chapter 466.

G. **TERM.** This Agreement shall be effective on the date it is executed by the Attorney General or his delegate and shall remain in effect through June 30 of the fiscal year following the fiscal year that the funds are obligated (June 30, 2007) or until all obligations set forth in this grant have been satisfactorily fulfilled, whichever occurs first.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LOCAL UNIT OF GOVERNMENT

Name of the Unit of Government		
Authorized Signature	Title	Date
Authorized Signature	Title	Date

DEPARTMENT OF NATURAL RESOURCES

Authorized Signature	Trails and Waterways Division Director	Date
Signature (Recommend for Approval)	Trails and Waterways Regional Manager	Date