Appendix E. Examples of Forms

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Minnesota Trails Assistance Program (GIA) Off-highway Vehicle Manual Appendix

Appendix E Examples of Forms

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A. Essential Forms

Forms for trail administrators:

- Funding Application Form (FORM 1)
- Cost Breakdown and Explanation Form (FORM 2)
- New Trail Proposal Form (FORM 3)
- Request for Reimbursement Form (FORM 4)
- Work Log Sheet (FORM 5)

Form examples for Sponsors:

- Grant Agreement Form (FORM 6)
- Annual Outcomes and Expenditures Form (FORM 7)

1. Forms for Trail administrators:

a. Funding Application Form (FORM 1)

The Funding Application Form is used to explain and justify new and continued funding for trails and trail systems enrolled in the Minnesota Trail Assistance Program and is submitted annually the end of November.

The club submits the funding application to their sponsor for approval and signature. Club members must obtain a formal expression of support or approval in the form of an official governmental resolution or as reflected in the official minutes from the sponsor.

Local trail organizations must submit funding application forms to the sponsor, including the following:

1. One (1) copy of the funding application form with original signatures.

2. A listing of trail permits from public land managers and private landowners. [NOTE: No trail development or maintenance activities may take place on public or private lands until a signed trail permit has been secured in the name of the project sponsor.]
Appendix E. Examples of Forms

3. A map of the trail or trail system as it presently exists, including: one (1) copy of a trail alignment map. The map format recommended is the U.S. Geological Survey (U.S.G.S.) topographic sheets; scale 1:24,000 or at scale sufficient to show appropriate details. (area P&T staff can provide assistance with mapping formats).
   a. The map must identify locations of wetlands, stream crossings, bridges, rest areas, and parking areas.
   b. The map must identify connections or relationships to other trails or trail systems, if any.
   c. If trails or trails segments are being relocated, the map must show new and old alignment.
   d. The map must identify any areas of major maintenance work (i.e., trail widening, corner realignments, etc.)

Local trail organizations must work with DNR area P&T staff to provide an initial electronic file, using geographical positioning system or GPS, of the trail. Any changes or trail adjustments must be provided to the DNR area supervisor annually.

See the form at mndnr.gov/ohv/gia.html or contact a P&T Area Supervisor

b. Grant Cost Breakdown and Explanation Form (FORM 2)

The Project Cost Breakdown and Explanation worksheet, more commonly called the Project Form, provides details on the anticipated actions/projects budget for annual trail system maintenance. All the charges must be directly related to the acquisition, development and/or maintenance of your GIA trail or trail system.

No other charges will be accepted without prior approval from your area P&T supervisor.

This budget should be as accurate as possible since DNR grants management allows minimal deviation from the budget submitted with the grant.

See the form at mndnr.gov/ohv/gia.html or contact a P&T Area Supervisor

c. New Trail Proposal Form (FORM 3)

This is the instrument for proposing a new trail system not previously enrolled in or funded by the GIA program. A funding application form must be submitted after the project proposal is authorized by DNR.

New Trail Proposals require both DNR and public review and may be submitted at any time. See “Starting a New Trail”.

See the form at mndnr.gov/ohv/gia.html or contact a P&T Area Supervisor
d. Request for Reimbursement Form (FORM 4)
The Request for Reimbursement form, submitted by the club administrator, includes a summation of all project-related expenses incurred to date. It constitutes a request for reimbursement of all allowable charges for a specified period of time. It is recommended that a check of all arithmetic on the form is completed before sending it in to the sponsor for signature.

e. Project Work Log Sheet (FORM 5)
 Work Log Sheets are submitted as attachments to the Request for Reimbursement Form, and are used to show allowable charges (i.e., costs for labor, equipment, materials, and contracted services) and billing calculations. All reimbursable charges must appear on the Work log sheet:

See the form at mndnr.gov/ohv/gia.html or contact a P&T Area Supervisor
2. Form examples for Sponsors:

a. Grant Agreement Form (FORM 6)

The Grant Agreement Form is the legal agreement between the State of Minnesota and the project sponsor. It establishes a basis for funding and identifies conditions to which both parties agree. Work may not begin until the sponsor is notified in writing that this agreement form has been duly signed and executed by all required signatories.

The sponsor enters into a grant agreement with the state that includes the areas of:

A. Trail obligation of the sponsor.
B. Technical assistance.
C. Funding.
D. Reimbursement.
E. Payment.

GOOD TO KNOW:

- Contracting for services or equipment - All procurement contracting will be conducted in a manner providing full and open competition. Often local procurement standards are more restrictive than state or federal standards. At a minimum, the local standards should meet state standards. If this is so, it is recommended that you use your sponsor's procurement procedures. The following will help you gauge whether your local standards at least meet state standards. If they do not, then use the standards below.

1. Purchases of $500 or less are required to have one bid and you are required to buy goods and/or services from a Certified Targeted Group (TG) or Economically Disadvantaged (ED) vendor if one exists within the area where you would normally buy those goods or services.
2. Purchases between $500 and $1,500 are required to have two bids with at least one of the two bids from a TG/ED vendor if applicable. The language to describe the bid must be identical and a written copy of the language submitted to the DNR. Written confirmation of the lowest bid is required as well (fax copies are acceptable).
3. Purchases between $1,500 and $5,000 must have a minimum of three bids with all TG/ED vendors statewide given the opportunity to bid. Again, the language used to describe the goods or service must be identical and a written copy submitted to the DNR along with written confirmation of the lowest bid.
4. Purchases between $5,000 and $25,000 may be obtained either by sealed bids or by competitive bid proposals through direct negotiation by obtaining two or more quotations.
5. Purchases of $25,000 and higher for materials and/or services must be awarded only through a process of sealed bidding.
6. Purchases through non-competitive procedures are possible though highly regulated.

See the Financial Manual for Recreational Trails Program at http://files.dnr.state.mn.us/assistance/grants/recreation/financialmanual.pdf for more details especially when using GIA funds to match FRTP funds.
F. State audits.
G. Workers compensation.
H. Liability.
I. Term.
J. Termination.
K. Publicity and endorsement.
L. Assignment or modification.
M. Data disclosure.
N. Governing law, jurisdiction, and venue.
O. Authorized representative.

These forms are mailed out to the sponsor annually.

b. Annual Outcomes and Expenditures Form (FORM 7)

NEW!!! This form guides the details required in the display of information relating to measurable outcomes and expenditure of grant funds. Each sponsor will display this information on its website, and submit this information to the department by June 30 each year. Collection and publication of this information is a requirement of legislation passed in 2009. The DNR will display the information received by recipients under this paragraph on the department's website.
B. Additional Forms
There are additional forms and examples of resolutions or permissions following to provide examples and tips for the program.

1. Sponsor Resolution

GOOD TO KNOW: A Sponsor resolution or official meeting minutes should include the following information:

- A statement that the local unit of government will act as legal sponsor for an application for the DNR Trails Assistance Program and/or the Grant-in-aid Trail Permit
- A statement that the local unit of government may enter into agreement with the State of Minnesota for the specific grant program mentioned above
- A statement that the local unit of government will comply with all applicable laws and regulations as stated in the agreement
- A statement recognizing an individual (in many cases a local government auditor) who will act as a fiscal agent on behalf of the local unit of government
- Date the resolution is adopted

If the local unit of government wishes to pass a resolution that is effective beyond one year, the resolution must include a clause clearly outlining these details. If the sponsor does not do this, a new resolution will be needed annually with grant applications.
EXAMPLE A OF A RESOLUTION

{Insert LGU name}
Address
Date adopted: Resolution No. If applicable
Offered by if applicable

Whereas, {insert local unit of government name} desires to maintain trails for the enjoyment of the public and will act as legal sponsor for an application for the DNR Trails Assistance Program, the MN DNR Grant-in-aid Trail Permit and

Whereas, {insert local unit of government name} may enter into agreement with the State of Minnesota for the

[List all trail system name(s) as they appear on the grant application and contract agreement.]

XXXX Trail (XXX Club)

Whereas, {insert LGU name} will comply with all applicable laws and regulations as stated in the grant contract agreement(s), permits and by all applicable federal and state laws and regulations.

Whereas, {insert LGU name} recognizes and assigns {insert an individual’s name or title here (in many cases a county administrator or auditor or township clerk or county land manager)} who will act as a fiscal agent on behalf of {insert LGU name}

[If the LGU wishes to pass a resolution that is effective beyond one year, the resolution must include a clause clearly outlining these details. If the sponsor does not do this, a new resolution will be needed annually with grant applications.]

Now therefore be it, resolved that {insert LGU name} agrees to continue to act as legal sponsor for the above applications and agreements of the DNR Trails Assistance Program until such time {insert LGU name} rescinds this sponsorship.

Dated: {Date the resolution is adopted}
EXAMPLE B OF A RESOLUTION

RESOLUTION AUTHORIZING SPONSORSHIP OF OFF HIGHWAY VEHICLE TRAILS FOR A PUBLIC RIDING AREA, OPERATED BY THE XXX XXX XXX CLUB

WHEREAS, the State of Minnesota has made funding available through the Minnesota Trails Assistance Program for the purpose of constructing and maintaining Off Highway Vehicle trails for All Terrain Vehicles (ATVs) and Off Highway Motorcycles (OHMs), and

WHEREAS, the County of XXX desires to make available to its citizens and visitors, such an area for the aforementioned purposes, in harmony and keeping with its recreational plan,

THEREFORE, BE IT RESOLVED that XXX County act as the legal sponsor for an application for funding to the State of Minnesota Department of Natural Resources for acquisition, construction, and maintenance of an ATV and OHM riding area, open to the public, and managed by the XXX XXX XXX; and

BE IT FURTHER RESOLVED that upon approval of its application by the state, XXX County may enter into an agreement with the State of Minnesota for the above referenced project and that it will comply with all applicable laws and regulations as stated in the agreement; and

BE IT FURTHER RESOLVED that the County Board Chairperson is authorized to sign such an agreement with the Department of Natural Resources; and

BE IT FURTHER RESOLVED that Xxx xxx, County Auditor, is hereby authorized to serve as the fiscal agent for the above referenced project; and

BE IT FINALLY RESOLVED THAT, notwithstanding the financial assistance provided for in the state contract, XXX County shall not be liable for such costs as are incurred by the club because state funds are depleted.

ADOPTED BY XXX County this 18th day of August 200X.

XXX County Board of Commissioners

Xxx xxxx, Chairperson

I, Xxx xxx, Administrator in and for the County of XXX, Minnesota, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of County Commissioners on the 18th day of August 200X.

Xxx xxx, County Administrator
EXAMPLE C OF MEETING MINUTES

City of ____________
(Address)
(Date)

Resolution No. ______

RESOLUTION AUTHORIZING SPONSORSHIP OF TRAILS OPERATED BY
____________________

BE IT RESOLVED that the City of ____________ will act as the legal sponsor for an application for
funding to the State of Minnesota Department of Natural Resources for maintenance of trails
managed by ____________

BE IT FURTHER RESOLVED that upon approval of its application by the state, the City of
__________ may enter into an agreement with the State of Minnesota for the above referenced
project and that it will comply with all applicable laws and regulations as stated in the agreement.

BE IT FURTHER RESOLVED the Mayor of _______ and City Clerk of _____ are authorized to
sign such an agreement with the Department of Natural Resources.

BE IT FURTHER RESOLVED that the_____ City Clerk is hereby authorized to serve as the
fiscal agent for the above referenced project.

ADOPTED BY the _____ City Council on ____________

ATTEST

I, ____________, do hereby certify that the above is a true and correct copy of a resolution adopted by
the ______________ City Council on _____________.

Signed ________________________________
2. Land Owner Permission Form

GOOD TO KNOW:
Acquisition means for each parcel of land crossed by the Trail, the owner of said parcel must convey to the sponsor by a permit, lease, easement, deed, or other authorization that the trail is allowed to cross (Minnesota Statutes Ch. 604A)

NOTE: All Trail Permits are to be made out to the Sponsor not the club. Permits can be made out to the club only if the Sponsor has specifically given written permission and authority to the club, and the club has been incorporated.

Private lands

SAMPLE LANDOWNER PERMISSION FORM
This form is designed to help clubs to obtain private landowner permission for trails.

LANDOWNER PERMISSION

THIS PERMIT is granted on __________________________, by _________________________ the Landowner(s) to _________________________ the Sponsor to establish and/or maintain the ___________________________________ Trail.

That ____________________________, the (record owners, contract for deed purchasers, lessees) in consideration of ____________________________, grants this permit over and upon the following described premises situated in the County of ________________, State of Minnesota, to wit: (complete land description)

SUBJECT TO:
1. This permit shall be continuous and will terminate upon sale of the land, or upon notification in writing to the Sponsor six (6) months prior to termination by the Landowner(s).

2. The right-of-way shall be open to the general public for trail use during the trail season of ________________.

3. The Sponsor shall at all times have the right to enter upon said right-of-way for any purpose necessary to the performance of lawful powers and duties.

4. The Landowner(s) shall have the right to close said right-of-way during any emergency, with the approval of the Sponsor.

5. The permit is for a_______foot width over the route to be used.

DATE: __________________________        _______________________________________________
(Landowner Signature)

______________________________
(Address and Phone Number)

______________________________
(Club Representative)
State lands managed by DNR
State DNR Landowner Permission Form or more commonly called “Grant-in-aid Trail Permit”.

SAMPLE GRANT-IN-AID TRAIL PERMIT

EXAMPLE OF A RESOLUTION TO ACCOMPANY THE GIA TRAIL PERMIT THAT MAY BE FOR UP TO 5 YEARS

GOOD TO KNOW:
This form is used to allow a GIA trail to cross on DNR lands. This permit is filled out by the DNR staff responsible for managing the lands crossed with the club’s help and signed by the sponsor. Contact your area Parks & Trails staff for assistance.

This is meant to be used for the land use permit only.

{Insert LGU name}
Address
Date adopted:  Resolution No.  If applicable
Offered by  if applicable

Whereas, {insert LGU name} desires to maintain trails for the enjoyment of the public and will act as legal sponsor for the MN DNR Grant-in-aid Trail Permit and

Whereas, {insert LGU name} may enter into agreement with the State of Minnesota for the

[List all trail system name(s) as they appear on the grant application and contract agreement.]

Whereas, {insert local unit of government name} will comply with all applicable laws, regulations and conditions as stated in the GIA Trail Permit and by all other applicable federal and state laws and regulations.

Now therefore be it, resolved that {insert local unit of government name} agrees to act as legal sponsor for the Grant-in-aid Trail Permit

Dated: {Date the resolution is adopted}  Expires: {Date the trail permit expires}

Attachment B is a map of the trail(s) the permit covers
3. Road rights of way

GOOD TO KNOW:
A local road authority must convey by Resolution, Limited Use Permit or Right-of-way Easement the right for the trail to occupy that area. The permission shall be to the sponsor from the road authority (even if the two are the same; please ensure documentation is on file allowing the use of the right-of-way).

EXAMPLE A: RIGHT-OF-WAY EASEMENT

THIS INDENTURE, made this 13th Day of March, 1991, between the State of Minnesota, by and through the Auditor of the County of XXX, hereinafter called the Grantor, and [insert sponsor’s name here], hereinafter called the Grantee.

WITNESSETH, whereas the Grantee has applied to Grantor for an easement over certain tax-forfeited lands owned by the State of Minnesota, situated in the County of XXX, and administered by the County of XXX, described as follows:
[insert legal description here]

Said easement shall be twenty feet (20’) in width for the following purposes:
[insert name of trail] trail

NOW, THEREFORE, Grantor, pursuant to the Authority of Minnesota Statutes Annotated, Section 282.04, Subd. 4, and XXX County Board of Commissioners Resolution, Number 91/02-30, for the rights and interests herein conveyed, does hereby grant and convey onto the Grantee, from and after the 7th day of February, 1991.

The acquiring party is [insert sponsor’s name], see attachment A (map).

Subject to the following terms and conditions, unless superseded by special provisions:
1. Outstanding rights and interest, if any
2. Grantee shall construct and maintain said right-of-way at its own expense.
3. The right-of-way hereby conveyed shall be open to public use that is not in contravention with the use provided Grantee.
4. Grantor shall at all times have the right to enter upon said right-of-way for any purpose necessary to the performance of lawful powers and duties.
5. Grantee shall, during construction, maintenance and operation, protect and preserve vegetation cover and aesthetic values on the right-of-way and outside the construction limits.
6. Grantee shall have the right to close said right-of-way during any emergency.
7. Grantee shall establish no borrow, sand or gravel pits, stone quarry or permanent storage area, and shall deposit no debris except with the prior approval of the Grantor.
8. Grantee may maintain the right-of-way clearing by means of chemicals upon approval, in writing, by the Grantor.
Appendix E. Examples of Forms

9. Grantor hereby reserves the right to assess additional fees for damages resulting from construction and annual renewal fees, as set by County Board action.

10. Grantee shall comply with all laws, regulations and municipal ordinances affecting said lands.

11. Grantee shall hold Grantor harmless of all claims or damages to the person or property of others arising out of the use for construction, operations or maintenance of said strip or in gaining access thereto or egress therefrom.

12. No delay by the Grantor in enforcing any of the conditions of this easement shall be construed as a waiver of any of Grantor's rights.

13. The Grantor reserves the right to lease and grant easements, permits or contracts for other purposes that are not in direct contravention with the purpose or intended uses of the easement (lease) hereby granted.

14. This agreement shall not be assignable except upon written consent of the Grantor and it shall be binding upon successors, assignees, heirs and legal representatives of the parties hereto.

The Easement and right-of-way herein conveyed may be terminated either by mutual agreement of the parties hereto, or by the Grantor upon ninety (90) days written notice to the Grantee if Grantee fails to comply with applicable laws or the terms of this easement; otherwise to remain in effect as long as used for the purposes granted and the annual fees are paid when assessed, provided, however, if the easement and right-of-way or any part thereof shall be abandoned or shall cease and terminate and the land traversed by the abandoned or unused segment shall be freed from this easement and right-of-way. In the event of such agreement to terminate or abandon, the Grantee, by authorized representative, shall furnish to the Grantor a statement in recordable form evidencing termination.

IN TESTIMONY WHEREOF, Grantor has caused these presents to be executed by the Chair of the Board of Commissioners, the Auditor and the Land Commissioner, County of XXX, State of Minnesota, this day and year first above written.

XXX COUNTY, STATE OF MINNESOTA

xxx, Chair

xxx, Auditor

xxx, Land Commissioner

XXX CLUB

by:
Address:

Phone: (Include Area Code)
4. Club / Sponsor contract

GOOD TO KNOW:
The DNR strongly urges the sponsors to enter into contracts with their clubs. These contracts will provide the unit of government with safeguards in the event that monies will have to be reclaimed by the State.

SAMPLE A SPONSOR/ CLUB CONTRACT

This agreement made this _____ day of _____________, 20____, between _________________________________ hereinafter referred to as the sponsor and ____________________________________ hereinafter referred to as the club.

WITNESSED:
Whereas the sponsor desires to establish a public trail in furtherance of its public recreation program, and Whereas the club agrees to help and assist the sponsor to acquire, construct and maintain said trail, and is registered as a nonprofit corporation, and Whereas the State of Minnesota offers financial and technical assistance to the sponsor for the construction of an approve trail, and whereas the trail in connection with this agreement shall hereinafter be called ________________,

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES THERETO:

The sponsor shall apply to the State of Minnesota - Department of Natural Resources for financial and technical assistance in accordance with the laws, rules, and regulations governing said assistance. If said assistance is granted, the sponsor shall contract with the club for the acquisition of the necessary interests in land and the subsequent construction and maintenance of the trail.

The contract shall specifically provide that any “work” in connection with the trail shall be in accordance with the terms and conditions of the agreement between the state and the sponsor and such terms and conditions be incorporated in said contract by reference.

Further the contract shall provide that the club will certify to the sponsor upon completion of significant benchmarks of “work” on the trail. The sponsor agrees to pay the club the appropriate percentage of the total grant amount for their “work” completed by the club on their portion of the trail system as agreed to/with the other clubs in the trail system; the club will “absorb” the remainder.

In the event that a performance penalty is assessed on the sponsor, by the state, such penalty will be passed through to the appropriate club and be their obligation until satisfied. The contract shall specifically provide that the club will be operating as an independent contractor and that the sponsor and the State of Minnesota shall not be responsible for workman’s compensation or other employee benefits.

Notwithstanding the financial assistance provided in the state contract, the sponsor shall not be liable for such costs as are incurred by the club because state funds are depleted.

Board Chairman/Mayor___________________________
Auditor/Clerk _________________________________
Club President ________________________________
This Agreement is made on this _______ day of ____________ 20____ between (Name of County) County, (Club Name), hereafter referred to as “County” and “(Club Name),” (Club’s Address, City, State), hereafter referred to as “Club.”

WHEREAS, the County desires to establish public trails in furtherance of its public recreation program; and

WHEREAS, the Club agrees to contract with the County to acquire, construct, and maintain those trails; and

WHEREAS, the State of Minnesota offers financial and technical assistance to the County for the construction and maintenance of approved trails and the County desires to avail itself of the assistance;

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

1. The trails that are the subject of this Agreement shall be located in portions of (Name of County or Counties) County.

2. The County Auditor/Treasurer shall serve as the fiscal agent on behalf of the County.

3. The County shall apply to the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules, and regulations governing such assistance.

4. The Club shall enter into necessary contracts for the acquisition of the necessary interest in land and the subsequent construction and maintenance of the trails.

5. The Club shall construct the trails, provide adequate maintenance, keep the trail reasonably safe for public use, and provide such other maintenance or modifications as may be required by the State of Minnesota. The Club agrees to be solely responsible for the aforementioned obligations and the parties agree that the County shall have no responsibility, duty, or liability for those obligations. Any work in connection with the trail shall be in accordance with the terms and conditions of the Agreement between the State and the County and such terms and conditions shall be incorporated by reference into this Agreement and any subsequent contracts between the County and the Club, or between the parties hereto and others.

6. The Club agrees to defend, indemnify, and hold harmless the County, its commissioners, officers, and employees from any and all claims brought by anyone arising out of the use of the subject trails, including, but not limited to, claims arising out of the creations, construction, operation, maintenance, supervision, inspections, and/or use of the trail.

7. The Club further agrees to purchase liability insurance naming the County as an insured or additional named insured in the amount at least equal to the maximum liability limits set forth in Minn. Stat. Sec. 466.04, Subd. 1, currently $300,000.00 when the claim is one for death by wrongful action or omission and $300,000.00 to any claimant in any other case, and $750,000.00 for any number of claims arising out of a single occurrence and agrees to provide a certificate of insurance or other document demonstrating that such insurance has been procured to the County.

8. The County expects to review financial assistance from the State of Minnesota, upon satisfactory completion of the four benchmarks specified by the Minnesota Snowmobile Trails Assistance Program. The County hereby agrees to reimburse the Club, with the Club absorbing or otherwise satisfying the remainder of the cost. In the event that the financial assistance from the State of Minnesota changes in amounts or percentages, the obligation
of the County to reimburse the Club will change accordingly. The Club will submit to the County any record and documents adequately showing the actual total cost incurred with any work on the trail.

9. The County shall not be liable for such costs as are incurred by the Club because State funds are depleted or reduced or in any way modified.

10. The Club will operate as an independent contractor. The County and the State of Minnesota shall not have any responsibility or liability for workers compensation, other employee benefits or claims of negligence, or other wrongdoing on the part of the Club brought by third parties.

11. The contract may be terminated, without cause, upon 30 days written notice by either of the parties hereto.

12. The Agreement shall be effective until such time as it is terminated by either of the parties, modified by the parties, or until such time as financial assistance from the State is no longer available.

(NAME OF COUNTY) COUNTY

(NAME OF CLUB)

By: _______________________________________   ___________________________________

Chairperson, (Name of County) County ________  Trail Administrator

Date: _______________________________  Date: _______________________________

ATTEST:

By: _______________________________________  Date: _______________________________

County Auditor/Treasurer
5. Sign Order Form

GOOD TO KNOW:
Signs for Grant-in-Aid trails, pending availability, are available free of charge to sponsors and clubs.

See the form at [mndnr.gov/ohv/gia.html](http://mndnr.gov/ohv/gia.html) or contact a P&T Area Supervisor.