

# STATE OF NEW HAMPSHIRE DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT DIVISION of PARKS and RECREATION

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856 PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us WEB: www.nhstateparks.org

December 20, 2012

Her Excellency, Governor Margaret Wood Hassan and the Honorable Executive Council State House Concord, New Hampshire 03301



# REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Cannon Mountain Ski Area to enter into a **RETROACTIVE** Memorandum of Agreement (MOA) with Adaptive Sports Partners of the North Country (ASPNC) of Franconia, NH, to provide year-round adaptive sport and recreation opportunities at Franconia Notch State Park and Cannon Mountain Ski Area (FNSP/Cannon) for a 5-year period from December 1, 2012 through November 30, 2017, effective upon Governor and Executive Council approval.

# **EXPLANATION**

The MOA formalizes a partnership between FNSP/Cannon and ASPNC to continue an adaptive sports program to extend the joys, pleasures and challenges of all outdoor recreation activities such as hiking, biking, kayaking, skiing, and snowboarding to people with disabilities and their families. ASPNC has worked with FNSP/Cannon in this same fashion over the last 3 years however the Department always entered into yearly MOA's. This current MOA provides for a 5-year commitment by both parties to an adaptive sports program. The Department believes strongly that this program is an activity that we want to be associated with and presents rewards to FNSP/Cannon and personal growth for everyone who participates in the program. Unfortunately a delay in the processing of the MOA makes retroactive approval necessary to December 1, 2012 to ensure that there is no break in the program.

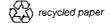
The Attorney General's office has reviewed and approved this MOA as to form, substance and execution.

Respectfully submitted,

Philip A. Bryce

Acting Commissioner

PAB/lml attachments



		۴

# Memorandum of Agreement Between

Franconia Notch State Park / Cannon Mountain Ski Area And

Adaptive Sports Partners of the North Country
For

Multi-Year Adaptive Sport and Recreation Services

December, 2012 - November, 2017

#### **EXECUTIVE SUMMARY**

Franconia Notch State Park / Cannon Mountain Ski Area (FNSP/Cannon) and Adaptive Sports Partners of the North Country (ASPNC) desire to enter into this Memorandum of Agreement (MOA) to continue the provision of year-round adaptive sport and recreation opportunities in Franconia Notch for the five (5) year period beginning December, 2012 through November, 2017. Activities under the MOA will continue to grow and evolve on a small scale, allowing FNSP/Cannon the ability to assess the impact in terms of space, operations, parking, and other resources. This MOA describes the year-round adaptive program for the next five years, designed to serve a pre-arranged adaptive clientele.

ASPNC is a NH registered non-profit corporation that is self-funded and insured, and is a designated 501(c)(3) organization. This organization will work with Cannon as a business associate (similar to Centerplate, Inc. and Franconia Ski Club) to serve a pre-arranged adaptive clientele.

The adaptive program will allow FNSP/Cannon a forward-looking path to extend the joys, pleasures and challenges of all outdoor recreation activities, such as hiking, biking, kayaking, skiing, and snowboarding to people with disabilities and their families.

The benefits of this approach include:

- An established adaptive program in ASPNC, already working with FNSP/Cannon to meet the needs of the community and visitors to the Ski Area and other venues within Franconia Notch State Park; and
- Enhanced public image, further encouraging repeat family business and brand loyalty.

#### The costs to FNSP/Cannon are minimal:

- Space and access are controlled by the number of participants allowed at any one time, determining the footprint of the program; and
- Season passes provided only for ASPNC volunteers who complete Cannon University, ASPNC training, and dedicate a minimum of 15 volunteer days.

#### Other factors considered:

- There is no hard-cash cost to FNSP/Cannon; program costs come in the form of access, benefits, and
  discounted products/services. ASPNC is self-funded and insured, and shall annually name
  FNSP/Cannon, the Division of Parks and Recreation, and the NH Department of Resources and
  Economic Development as additionally insured, and shall annually provide all required documentation as
  to training and liability coverage on its team members and clients.
- Full ADA compliance is not a limiting factor. ASPNC is aware of the challenges presented by Cannon's buildings and is prepared to use the facilities "as is".
- ASPNC is seeking grant funding for ADA compliance infrastructure needs at Cannon.

# **PROGRAM DETAILS**

#### Guidelines:

- ASPNC and its volunteers understand that FNSP/Cannon cannot afford any loss due to crowded space, crowded slopes, negative press, or other demands on its resources.
- All resources are especially tight on weekends and holidays. Weekdays and Sunday afternoons (non-holiday) are less demanding.
- ASPNC services will be scheduled with the demands of the Park and Ski Area and its resources in mind.
   The number of volunteers per participant will vary between one and three, depending on the needs of each participant.
- FNSP/Cannon's General Manager shall have final authority regarding all guidelines. The ASPNC Executive Director shall attend weekly FNSP/Cannon management team meetings to ensure positive interaction and planning.

#### Insurance:

- ASPNC shall name FNSP/Cannon, the Division of Parks and Recreation, and the NH Department of Resources and Economic Development as additionally insured on its policy during the entire term of this MOA.
- The full name and address for the named additionally insured portion of the policy is: State of New Hampshire / Division of Parks and Recreation / Cannon Mountain Aerial Tramway and Ski Area, 9 Franconia Notch Parkway, Franconia, NH 03580.
- ASPNC shall make clear to its volunteer corps that there is no coverage provided by ASPNC or FNSP/Cannon through workers' compensation.
- Nothing herein conveys to ASPNC, its team members, and/or its volunteers, status as employees and/or volunteers of FNSP/Cannon and/or the State of New Hampshire.
- FNSP/Cannon and/or the State of New Hampshire maintain all protections from liability and immunities provided under New Hampshire statutory and common law.

#### Records:

- ASPNC shall maintain records on each volunteer and provide FNSP/Cannon a table of names, completed training, total hours committed, total service hours given, and what forms have been signed. Complete transparency and record keeping will be provided.
- ASPNC shall provide FNSP/Cannon with blank copies of all forms that apply to volunteers and to participants.

# Training:

- Cannon University training shall be mandatory for all fulltime ASPNC alpine volunteers. This date shall
  be determined annually by mutual MOA between the ASPNC Executive Director and FNSP/Cannon
  General Manager.
- Ongoing ASPNC training shall be undertaken by its team members and volunteer corps and documented in writing.
- The ASPNC Executive Director shall meet with Cannon Mountain's Patrol Director and Mountain Operations and Risk Manager to assess training and clinic/class areas to be used.
- FNSP/Cannon's General Manager shall have final authority on training/operations locations.

# Benefits for ASPNC Volunteers and Paid Staff:

• Season passes shall be provided for alpine program volunteers and ASPNC employees who complete Cannon University, ASPNC training, and pre-arrange a minimum of 15 days of volunteer service.

- Other volunteer privileges may apply if approved annually as a part of the Cannon Mountain Winter Special Use Policy (by the Fiscal Committee of the General Court).
- Day passes for alpine program volunteers (fewer than 15 days of service) and/or visiting trainers shall be provided, with one day's notice. There is currently no provision for complimentary or discounted rentals for these ASPNC volunteers or visiting trainers.
- Day passes for warm weather volunteers and ASPNC staff shall be provided when adaptive activities are scheduled in fee areas of the park such as the Flume Gorge and Cannon Mountain Aerial Tramway.

# Space:

- Lodge space the ASPNC adaptive alpine meeting area shall be in the Peabody Lodge on the lower level (or other suitable area as agreed to by both parties).
- A portable barrier (provided by ASPNC) shall be used to mark its meeting area.
- Overnight storage will be permitted in the lower level of Peabody lodge in two small secure areas constructed by ASPNC (or other suitable area as agreed to by both parties).
- Skis, snowboards and equipment generally stay outside, the same as other mountain guests. ASPNC and
  its participants are responsible for the safety and security of their equipment.
- FNSP/Cannon and ASPNC both acknowledge the likelihood of the continued growth of the adaptive program and the future need for larger more accessible space. An open dialogue between FNSP/Cannon and ASPNC will continue regarding possible solutions.
- Space for the provision of warm weather activities within the state park is not needed.
- FNSP/Cannon accepts no legal or financial obligation regarding space needs of ASPNC now or in the future.

# Passes and Rental Equipment for Adaptive Participants and Caregivers:

- Rates for day passes for adaptive participants shall be reviewed and set annually.
- ASPNC will work with the rental shop on a daily basis regarding future needs.
- Rates for rental equipment for adaptive participants shall be reviewed and set annually.
- Complimentary day passes for caregivers shall be provided, with a limit of one complimentary pass per adaptive participant per day. There is currently no provision for complimentary or discounted rentals for caregivers.

# Schedule:

- Regularly scheduled seasonal alpine programming will begin the first full week of January.
- Other activity times will be "on demand", with advance reservation. ASPNC will be prepared to serve a limited number of guests with disabilities over holiday and weekend periods.
- Equipment and volunteers are generally scheduled in advance by ASPNC to meet demand. "Walk-in" participants may be accommodated on a case by case basis.

# Special Events:

- ASPNC may host up to three special weekend events during each winter season. These three special events may include the following:
  - January Learn to Ski/Ride opportunity (or similar activity);
  - February "Pirates of the High Skis" fundraiser (or similar activity); and
  - March Disabled Veterans' Learn to Ski/Ride opportunity (or similar with the state of the state

# Operations:

A representative of ASPNC will attend FNSP/Cannon management team meetings.

- No training or client-based alpine activities will be provided in the Mittersill terrain area.
- No activities will involve slopes or lifts that are closed for exclusive use of the ski school.
- All activity shall take place on open terrain and/or in open venues.
- FNSP/Cannon's General Manager shall have final authority regarding all protocols.

# Marketing / Public Relations:

- FNSP/Cannon may provide a web presence for ASPNC on the Cannon website similar to that provided
  for other partner/affiliate organizations such as Centerplate, Inc and Franconia Ski Club. ASPNC shall
  provide materials for use by Cannon for this purpose.
- ASPNC may provide materials for use by Cannon at Cannon's choosing, as part of Cannon's presentations to prospective customer groups.
- Some training clinics or activities may have special interest for promotional use.
- The year-round ASPNC adaptive program will demonstrate that FNSP/Cannon may be thoroughly enjoyed by all.

#### Debrief:

 A final reporting and debrief session shall be held annually in April. Attendees shall include FNSP/Cannon's General Manager, the ASPNC Executive Director, and Cannon Mountain's Patrol Director and Mountain Operations and Risk Manager.

#### **TERMS**

This MOA shall be in effect year-round for five (5) years: December, 2012 – November, 2017.

This MOA may be terminated by either party within thirty (30) days upon written notice to the other party.

#### **SIGNATORIES**

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

Witness

Philip A. Bryce, Acting Commissioner

11/27/12

Date

Witness

Sandy Olney, Executive Director
Adaptive Sports Partners of the North Country

NOTARY PUBLIC
NEW HAMPSHIRE
NY COMM. Expires Sept. 28, 2016

Approved as to form substance and execution:

12/11/12

# State of New Hampshire Department of State

# **CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Adaptive Sports Partners of the North Country, Inc. is a New Hampshire nonprofit corporation formed October 22, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4<sup>th</sup> day of December A.D. 2012

William M. Gardner Secretary of State

#### CERTIFICATE of VOTE

I, James H. Moore, hereby certify that the following resolution is duly authorized by the Board of Directors of the Adaptive Sports Partners of The North Country, has not been revoked or amended, and remains in full force and effect as of the execution of this certificate, 12-14-12.

# RESOLUTION:

That the following Adaptive Sports Partners of The North Country executives, or any one of them acting singly, be, and hereby are, authorized to enter into and sign contract agreements with the State of New Hampshire, Department of Resources and Economic Development:

James H. Moore, President Sandra K. Olney, Executive Director Michael J. Platt, Vice President

James/H. Moore

President

State of New Hampshire

County of Grafton

On this the 14 day of December 2012 before me, Rhonda L (rademsky, personally appeared James H. Moore known to me (or satisfactorily proven) to be the person whose name is scribed to the within instrument and acknowledged that he/she has executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:

Notary Public

RHONDA GADEMSKY
NOTARY PUBLIC
NEW HAMPSHIRE
Ny Comm. Expires Sept. 28, 2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/03/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

tl	ne te	RTANT: If the certificate holder rms and conditions of the policy icate holder in lieu of such endor	, cer	tain p	policies may require an er ).	ndorsement					
	DUCE				800-526-1379	CONTACT NAME:					
Bollinger, Inc. 101 JFK Parkway Short Hills, NJ 07078-5000 AJ Morgan											
						CUSTOMER ID#					1
INSI	IRED	Adaptive Sports Partners	of.						RDING COVERAGE		NAIC#
neoc	INLL	the North Country	3 01		INSURER A: Markel Insurance Company					30370	
		PO Box 304				INSURER B:		<del></del>			
		Franconia, NH 03580				INSURER C:					-
						INSURER D:					
						INSURER E :					
				O . T		INSURER F:			DENIGON MUNICED.		
		S TO CERTIFY THAT THE POLICIES			ENUMBER:	Æ DEEN ISSU	ED TO		REVISION NUMBER:	HE DO	LICY BEDIOD
IN C	IDICA ERTI	ATED NOTWITHSTANDING ANY RI FICATE MAY BE ISSUED OR MAY USIONS AND CONDITIONS OF SUCH	EQUIF PERT POLI	REME TAIN, CIES.	ENT, TERM OR CONDITION OF THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE	OF ANY CONT ED BY THE PO BEEN REDUCE	TRACT OLICIE ED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	CT TO	WHICH THIS
INSR LTR		TYPE OF INSURANCE	ADDL	SUBF	POLICY NUMBER	POLICY (MM/DD/	Y EFF YYYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
		VERAL LIABILITY		T					EACH OCCURRENCE	\$	1,000,000
Α	Χ	COMMERCIAL GENERAL LIABILITY	х		8502AH366399	01/1	5/12	01/15/13	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
		CLAIMS-MADE X OCCUR	l						MED EXP (Any one person)	\$	5,000
	Х	Incl Participants	İ						PERSONAL & ADV INJURY	\$	1,000,000
									GENERAL AGGREGATE	\$	3,000,000
	<del>-</del>	I'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	1,000,000
	X	POLICY PRO- JECT LOC	<u> </u>	<u> </u>						\$	
^		OMOBILE LIABILITY			8502AH366399	01/15/12	01/15/13	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
Α	^	ANY AUTO		]				BODILY INJURY (Per person)	\$		
		ALL OWNED AUTOS	İ						BODILY INJURY (Per accident)	\$	
Α	X	SCHEDULED AUTOS HIRED AUTOS			8502AH366399	01/1	5/12	01/15/13	PROPERTY DAMAGE (Per accident)	\$	
	χ	NON-OWNED AUTOS							Comp/Coll	\$	500
										\$	
		UMBRELLA LIAB OCCUR					_		EACH OCCURRENCE	\$	
		EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
		DEDUCTIBLE								\$	
		DETENTION ¢								\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Coverage is provided under this policy for sponsored/supervised activities of the named insured. The certificate holder is listed as an additional insured on the liability policy.

4102AH021955

CERTI	FICA	TE	HOI	DER
OLKII			1101	_ひĿſ\

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE

Accident Insurance

Full Excess

OFFICER/MEMBER EXCLUDED? (Mandatory in NH)

If yes, describe under DESCRIPTION OF OPERATIONS below

STATEOF

State of New Hampshire/ Division of Parks & Rec/Cannon Mountain Aerial Tramway & Ski Area, 9 Franconia Notch Pkwy Franconia, NH 03580

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

WC STATU-TORY LIMITS

E.L. EACH ACCIDENT

Med Max:

Ded:

E.L DISEASE - EA EMPLOYEE \$

E.L. DISEASE - POLICY LIMIT \$

100,000

250

AUTHORIZED REPRESENTATIVE AJ Morgan

CANCELLATION

01/15/12

01/15/13

* · · · •	