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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@dred.nh.gov
 Web: www.nhtrails.org

February 28, 2018

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 (Department) to amend an emergency Grant-In-Aid Trail Maintenance Agreement (#EGN 2017/18-03) with the Baker River Valley Snowmobile Club by increasing the agreement total by \$25,000 from \$14,000 to \$39,000 upon approval of Governor and Executive Council through June 30, 2018. The original agreement was approved by the Governor and Executive Council on December 20, 2017, Item #60. **100% Transfer from Fish & Game**

Funding is as follows:

	<u>FY 2018</u>
03-35-35-351510-35560000	
Grant-In-Aid - Snow	\$25,000
075-500590 Grants Subsidies and Relief	

EXPLANATION

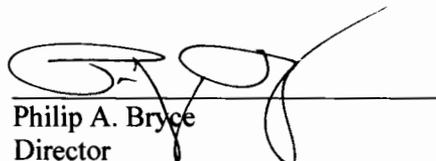
The Department's authority to enter into Grant-In-Aid Agreements with non-profit snowmobile clubs is outlined in RSA 215-C:39, VII (b). This amendment is to aid the club with emergency repairs to a rail corridor snowmobile trail that was damaged in the October 29, 2017 storm. During the storm, New Hampshire's trail system was significantly impacted by flooding and winds. At the time of the original Governor and Executive Council request, the Department explained that we might have to come back with future requests and/or increases upon further examination of damaged areas and this is one of those cases. The damage to the rail corridor is more extensive than originally thought and will require more time and materials to repair to a safe standard for users.

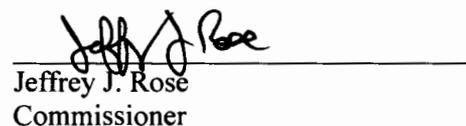
On January 2, 2018, President Trump declared five NH counties eligible for federal aid in repairing damages from the storm. The Department is working with the Homeland Security and Emergency Management office to seek reimbursement of these costs from the Federal Emergency Management Agency.

Respectfully submitted,

Concurred,

(97)


 Philip A. Bryce
 Director


 Jeffrey J. Rose
 Commissioner

INCREASE OF AGREEMENT WITH RESPECT TO GRANT IN AID

On this the 7th day of Feb., 2018, the Department of Natural and Cultural Resources and the Baker River Valley Snowmobile Club, vendor code #157505, hereby mutually agree to amend their agreement, #EGN 2017/18-03, for October 2017 winter storm damage, which was approved by the Governor and Executive Council on December 20, 2017, item #60, with an expiration date of June 30, 2018.

1. Amend original contract amount by \$25,000.00, from \$14,000.00 to \$39,000.00.
2. Said additional funds to be paid from 010-035-3556-075-0590.
3. All other terms and conditions of this contract shall remain the same in full force and effects as originally set forth.
4. This amendment is subject to approval by the Governor and Executive Council.

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

[Signature]
Chief, Bureau of Trails

[Signature]
Witness

[Signature]
Trail Administrator

[Signature]
Witness

STATE OF New Hampshire
COUNTY OF Grafton

On this the 7th day of February 2018 before me Nancy Mardin, the undersigned officer, personally appeared Victor Henry, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal:

[Signature]
Notary Public

My Commission Expires:



Approved as to form, substance and execution

[Signature]
Assistant Attorney General

Approved by Governor and Executive Council
At the _____ meeting
Item # _____



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@dred.nh.gov
Web: www.nhtrails.org

JKR
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December 4, 2017

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 **RETROACTIVE** emergency Grant-In-Aid Trail Maintenance Agreements with the snowmobile clubs shown in the attachment in the total amount of \$241,358 effective upon approval of Governor and Executive Council for the period of November 20, 2017 through June 30, 2018. 100% Transfer from Fish & Game

Funding is as follows:

	<u>FY 2018</u>
03-35-35-351510-35560000	
Grant-In-Aid - Snow	\$241,358
075-500590 Grants Subsidies and Relief	

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 with emergency repairs to snowmobile trails and bridges that were damaged or destroyed in the October 29th storm of this year. The agreements are retroactive as it was necessary for the Bureau to advise clubs to start repairs while we were gathering damage information from across the State for Homeland Security and Emergency Management (HSEM) and compiling this request. The State's snowmobile season usually begins around December 15th, depending upon snow, which required clubs to start repair work immediately.

During this storm, New Hampshire's trail system was significantly impacted by flooding and winds that caused many trail washouts and damage to bridges. Several bridges were washed away and require replacement. The clubs are not financially able to cover these costs, and without repairs New Hampshire's trail system will be unsafe for the thousands of riders that are expected to utilize it this winter. The Bureau is working with HSEM to seek reimbursement of these costs from the Federal Emergency Management Agency.

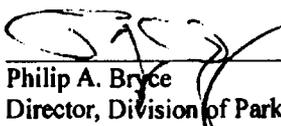
His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
Page 2

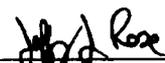
Copies of these agreements will be available at the Department's Bureau of Trails. The Attorney General's office has approved the attached sample agreement as to form and substance, and will approve the actual agreements as to execution.

Respectfully submitted,

Concurred,

(am)


Philip A. Bryce
Director, Division of Parks and Recreation


Jeffrey J. Rose
Commissioner, Department of Natural
and Cultural Resources

Attachments
PAB/CG/lam

NOV 27 2017



State of New Hampshire
Department of Natural and Cultural Resources
Division of Parks and Recreation
Bureau of Trails

EMERGENCY GRANT-IN-AID AGREEMENT

This Agreement is made this 25 day of Nov, 2017, between the STATE OF NEW HAMPSHIRE, acting by and through the Commissioner of the Department of Natural and Cultural Resources; Division of Parks and Recreation; Bureau of Trails, hereinafter referred to as the "State", and the Baker River Valley Snowmobile Club, a non-profit incorporated snowmobile club, hereinafter referred to as the "Club", with a principal place of business in Wentworth, NH.

WHEREAS, the Club desires to construct/maintain a public snowmobile trail system, in accordance with emergency grant number EGN 2017/18-03, and;

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;

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

1. The State agrees to reimburse the Club in accordance with RES 8408, subject to the following terms and conditions; however, should snowmobile 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 Projects, the Bureau shall have the ability to offer partial funding to a club and the club may determine if they wish to accept the lower grant award.
2. The Club agrees to construct/maintain and undertake the approved Project and agrees to comply with all Federal, State, and local laws, rules, and regulations, which are now, or in the future may become, applicable to the Project.
3. This Agreement and the obligations of the parties hereunder, shall become effective upon November 20, 2017, and run through June 30, 2018.
4. The maximum amount of funds available to the Club pursuant to this Agreement shall be \$14,000.00. It is further understood and agreed that the Club 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 club shall submit invoices for actual costs incurred in the construction/maintenance of the approved trail.
 - a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project, the State agrees to pay the Club as applicable, deemed eligible and approved.
 - b. SUBSEQUENT PAYMENTS; each successive thirty (30) days after the first payment, the Club shall submit invoices evidencing acceptable costs. If the costs are deemed eligible and approved, the State agrees to pay the club. Said payments shall continue to be made until authorized reimbursements for the total costs of said Project have been made, on the condition that invoices are submitted within the Agreement period.
 - c. NOTWITHSTANDING anything to the contrary contained herein, it is understood and agreed that all payments of all sums by the State hereunder are contingent upon

availability and continued appropriation of State funds, and, if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this Agreement in whole or part immediately.

5. Any grant funds allotted, but not applied for by the Club by the termination date of this Agreement, shall lapse and be returned to the Grant-In-Aid Program. Any remaining balances upon Project completion shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau.
6. The Club shall not amend, revise, or change the approved work plan without the prior written consent of the Bureau.
7. The following events shall result in the termination of the Agreement at the election of the State:
 - a. In the event that the owner(s) of the land on which the trail system is developed withdraw permission for the use of said land while the Club's Project 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 and utilize awarded Project funds.
 - b. Failure by the Club 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.
8. The Club covenants to indemnify and hold harmless the State from and against any and all losses suffered by the State, and any and all claims, liabilities 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 Club.

NOTWITHSTANDING THE FOREGOING, 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 Agreement.

9. The Club agrees to submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of trail construction and trail signing may be made by Bureau officials or designees at any time.
10. This Agreement may be modified, waived, or discharged only by an instrument signed by the parties hereto.
11. It is understood and agreed by the parties hereto that in the performance of the Agreement and the services hereunder, the Club 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.

SNOWMOBILE CLUB INFORMATION

Organization Name: Baker River Valley Snowmobile Club Vendor Code: 157505

Appropriation Code: 010-035-3556-075-0590 Construction \$14,000.00

Total Grant Value \$14,000.00

TRAIL ADMINISTRATOR: VICTOR HENRY
(Print Name)

Victor Henry
(Signature)

STATE OF NEW HAMPSHIRE, County of GRAFTON

On this the 23 day of NOVEMBER, 2017, before me appeared, Victor Henry, known to me, or satisfactorily proven to be, the same person subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

Justice of the Peace/Notary Public Marie L. Hixson

My commission expires JUNE 10, 2020 seal

MARIE L. HIXSON
Notary Public - New Hampshire
My Commission Expires June 10, 2020

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**

[Signature]
Chief, Bureau of Trails

[Signature] 12/20/17
Witness/Date

Approved as to form, substance and execution:

[Signature]
Attorney General

Agreement expiration date: June 30, 2018
Approved by Governor and Council
at the 12/20/17 meeting
Item # 60

Club	Location	Vendor Code	Grant #	GrantTotal
Alexandria Ledge-Climbers Snowmobile Club, The	Alexandria, NH	156580	EGN 2017/18-01	\$7,500.00
Asquamchumaukee Valley Snowmobile Club	Warren, NH	166527	EGN 2017/18-02	\$10,000.00
Baker River Valley Snowmobile Club	Wentworth, NH	157505	EGN 2017/18-03	\$14,000.00
Bridgewater Mountain Snowmobile Club	New Hampton, NH	165203	EGN 2017/18-04	\$4,500.00
Hardy Country Snowmobile Club, Inc.	Hebron, NH	158846	EGN 2017/18-05	\$20,000.00
Ossipee Valley Snowmobile Club Assn. Inc.	West Ossipee, NH	157580	EGN 2017/18-06	\$16,170.00
Presidential Range Riders	Gorham, NH	154829	EGN 2017/18-07	\$107,240.00
Squam Trail-Busters Snowmobile Club, Inc., The	Holderness, NH	156286	EGN 2017/18-08	\$2,046.00
Twin Mountain Snowmobile Club	Twin Mountain, NH	155766	EGN 2017/18-09	\$8,000.00
Waumbek Methna Snowmobile Club	Jefferson, NH	230991	EGN 2017/18-10	\$5,000.00
White Mountain Ridge Runners, Inc.	Berlin, NH	155135	EGN 2017/18-11	\$39,902.00
Sno-Drifters SMC	Rumney, NH	166360	EGN 2017/18-12	\$7,000.00
				\$241,358.00



State of New Hampshire
Department of Natural and Cultural Resources
Division of Parks and Recreation
Bureau of Trails

EMERGENCY GRANT-IN-AID AGREEMENT

This Agreement is made this ____ day of _____, 2017, between the STATE OF NEW HAMPSHIRE, acting by and through the Commissioner of the Department of Natural and Cultural Resources; Division of Parks and Recreation; Bureau of Trails, hereinafter referred to as the "State", and the «Org», a non-profit incorporated snowmobile club, hereinafter referred to as the "Club" with a principal place of business in «Location».

WHEREAS, the Club desires to construct/maintain a public snowmobile trail system, in accordance with emergency grant number «Grant_», and;

WHEREAS, by Laws of New Hampshire, RSA 215____, the Legislature has authorized funds to the Bureau of Trails for Grant-In-Aid to organized snowmobile clubs;

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

1. The State agrees to reimburse the Club in accordance with RES 8408, subject to the following terms and conditions; however, should snowmobile 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 Projects, the Bureau shall have the ability to offer partial funding to a club and the Club may determine if they wish to accept the lower grant award.
2. The Club agrees to construct/maintain and undertake the approved Project and agrees to comply with all Federal, State, and local laws, rules, and regulations, which are now, or in the future may become, applicable to the Project. These storm damage project awards will be covered by the Grant In Aid Program at 100% of cost, with the intent of seeking 75% of the value from federal emergency funds, awarded to New Hampshire.
3. This Agreement and the obligations of the parties hereunder, shall become effective upon November 20, 2017, and run through June 30, 2018.
4. The maximum amount of funds available to the Club pursuant to this Agreement shall be «\$_____total». It is further understood and agreed that the Club 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 club shall submit invoices for actual costs incurred in the construction/maintenance of the approved trail.
 - a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project, the State agrees to pay the Club as applicable, deemed eligible and approved.
 - b. SUBSEQUENT PAYMENTS; each successive thirty (30) days after the first payment, the Club shall submit invoices evidencing acceptable costs. If the costs are deemed eligible and approved, the State agrees to pay the club. Said payments shall continue to be made until authorized reimbursements for the total costs of said Project have been made, on the condition that invoices are submitted within the Agreement period.

- c. NOTWITHSTANDING anything to the contrary contained herein, it is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of State funds, and, if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this Agreement in whole or part immediately.
5. Any grant funds allotted, but not applied for by the Club by the termination date of this Agreement, shall lapse and be returned to the Grant-In-Aid Program. Any remaining balances upon Project completion shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau.
6. The Club shall not amend, revise, or change the approved work plan without the prior written consent of the Bureau.
7. The following events shall result in the termination of the Agreement at the selection of the State:
- a. In the event that the owner(s) of the land on which the trail system is developed withdraw permission for the use of said land while the Club's Project 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 and utilize awarded Project funds.
 - b. Failure by the Club to comply with any of the rules governing the reimbursement of funds shall result in the non-reimbursement of all funds owed and shall cause future Grant-In-Aid requests to be denied, pending corrections are not made within 15 working days of notification of any failure of rule compliance.
8. The Club covenants to indemnify and hold harmless the State from and against any and all losses suffered by the State and any and all claims, liabilities 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 from) the acts or omissions of the Club.

NOTWITHSTANDING THE FOREGOING, 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 Agreement.

9. The Club agrees to submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of trail construction and trail signing may be made by Bureau officials or designees at any time.
10. This Agreement may be modified, waived, or discharged only by an instrument signed by the parties hereto.
11. It is understood and agreed by the parties hereto that in the performance of the Agreement and the services hereunder, the Club 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.

