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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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September 10, 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 to enter into an emergency Grant-In-Aid Trail Maintenance Agreement with the Twin Mountain Snowmobile Club, as shown in the attached agreement, in the total amount of \$19,700.00, effective upon Governor & Council approval through December 31, 2018. 100% Transfer from Fish & Game.

Funding is as follows:

	<u>FY 2019</u>
03-35-35-351510-35560000	
Grant-In-Aid - Snow	
075-500590 Grants Subsidies and Relief	\$19,700.00

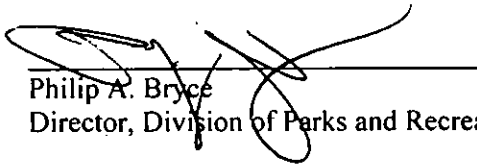
EXPLANATION


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 grant agreement is for aiding the club with emergency repairs to a snowmobile trail bridge beside Route 3 in Twin Mountain that was damaged in the October 29, 2017, storm.

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 required replacement. The club is not financially able to cover this cost and without repairs the bridge will be unsafe for use by riders this winter. The Bureau is currently working with Emergency Management to seek reimbursement of these costs from FEMA.

Respectfully submitted,

Concurred,


Philip A. Bryce
Director, Division of Parks and Recreation


Sarah L. Stewart
Commissioner, Department of Natural
and Cultural Resources

Attachments
PAB/CG/lam



**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 14th day of September 2018, 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 Twin Mountain Snowmobile Club, a non-profit incorporated snowmobile club, hereinafter referred to as the "Club", with a principal place of business in Twin Mountain, NH.

WHEREAS, the Club desires to construct/maintain a public snowmobile trail system, in accordance with emergency grant number EGN 2018-01, 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.
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 Governor & Council approval and run through December 31, 2018.
4. The maximum amount of funds available to the Club pursuant to this Agreement shall be \$19,700.00. 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.

