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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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November 21, 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 a **RETROACTIVE** emergency Grant-In-Aid Agreement with The Jefferson Hi-Landers, Inc., snowmobile club in the total amount of \$14,913.02, effective upon approval of Governor and Executive Council for the period November 20, 2017, through May 31, 2018. 100% Transfer from Fish & Game

Funding is as follows:

	<u>FY 2018</u>
03-35-35-351510-34840000	
Grant-In-Aid Equipment - Snow	\$14,913.02
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 emergency grant agreement is to assist the club in necessary repairs of their groomer. Groomer repair grants are normally provided to clubs in the summer, but the timing of this issue did not allow for submittal then; hence the emergency nature. The agreement is retroactive as it was necessary for the club to purchase and receive the parts and schedule repairs while in the process of submitting this request due to the short time frame between now and the start of the grooming season, usually December 15th. The club had originally received information, which was within their financial means, from a company to fix their groomer's Hydrostatic Pumps this fall. However, when the pumps were delivered to the company, and further inspection performed, the price increase was not within the club's means. Therefore, the Bureau, with consult from the Grant-In-Aid Advisory Committee, has agreed to this emergency grant to assist the club. The Bureau will retain partial ownership in the groomer as required by New Hampshire Administrative Rule Chapter Res 8400, Part Res 8404, Project Requirements, section Res 8404.04 Terms of Ownership.

Without this grant, the club will not be able to repair the groomer leaving the snowmobile trails in this area of the State ungroomed, which could create a substantial safety issue for riders, or mean the closure of the trails in this area, impacting the area financially.

Respectfully submitted,

Concurred,

Philip A. Bryce
Director

Jeffrey J. Rose
Commissioner

NOV 22 2017



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

GRANT-IN-AID AGREEMENT

This Agreement is made this 21st 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 Jefferson Hi-Landers, Inc., a non-profit incorporated snowmobile club, hereinafter referred to as the "Club", with a principal place of business in Jefferson, NH.

WHEREAS, the Club desires to recondition trail maintenance equipment, in accordance with grant number EGR 2017-01, 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; 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 this equipment recondition, 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 recondition the equipment, in accordance with their submitted quotes of required parts/labor, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Club 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 recondition.
3. This Agreement and the obligations of the parties hereunder, shall become effective November 20, 2017, run through May 31, 2018.
4. The maximum amount of funds available to the Club pursuant to this Agreement shall be \$14,913.02. 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 reconditioning of equipment, along with a receipt from the vendor indicating the equipment has been delivered and paid for. Said receipt shall include the Club's name, the reconditioning price, the make, model, serial number, and year of manufacture of equipment, and an itemization of parts replaced and work performed.
 - a. **FIRST PAYMENT**; upon receipt of an invoice thirty (30) days after commencement of the recondition, 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 recondition 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 equipment reconditioning 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 shall result in the termination of the Agreement at the election of the State:
 - a. 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. Equipment reconditioned through the Grant-In-Aid Program shall not be sold or traded by any Club, unless it meets the provisions specified in Administrative Rule Res 8404.04, Terms of Ownership.
9. The State of New Hampshire shall retain an interest in the form of a lien on all equipment reconditioned through the Grant-In-Aid Program, and the State shall file a financing statement with the Secretary of State pursuant to RSA 382-A:9. Such lien shall be released by the State of New Hampshire when the club has met the requirements of Administrative Rules Res 8404.04 or 8404.05.
10. 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.

11. 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 reconditioned equipment and equipment logs may be made by Bureau officials or designees at any time.
12. This Agreement may be modified, waived, or discharged only by an instrument signed by the parties hereto.
13. 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.

SPECIAL PROVISIONS

1. Equipment reconditioned through the Grant-In-Aid Program shall be required to display (at locations designated by the Bureau) at least one (1), but not more than two (2), decals indicating that the equipment has been partially funded by this Program. Decals shall be provided by the Bureau.
2. All equipment reconditioned through the Grant-In-Aid Program shall be kept in good mechanical condition. Clubs are required to maintain a *Maintenance Log* for each piece of equipment.
3. Clubs must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Grant-In-Aid Program for the term of the GIA award pursuant to Res 8404.04. The insurance policy shall name the State of New Hampshire Bureau of Trails as a certificate holder.

