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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

November 30, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Motor Vehicles, requests authorization to enter into a Memorandum of Agreement (MOA) with the Department of Transportation (VC#177927-B004) in an amount not to exceed \$250,000.00 to reimburse for a portion of the operating expenses at the Nashua DMV-EZ-Pass office on 110 Broad Street. Effective upon Governor and Council approval through December 31, 2023. Funding source: 100% Highway Funds.

Funds are available in the SFY2019 operating budget and contingent upon availability and continued appropriations in SFY2020, SFY2021, SFY2022, SFY2023 and SFY2024 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-233015-29260000 Dept. of Safety – Division of Motor Vehicles – Operations
022-500257 Rent/Lease Non-Office Equip

<u>SFY2019</u>	<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>	<u>SFY2023</u>	<u>SFY2024</u>	<u>Total</u>
\$25,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$25,000.00	\$250,000.00

Explanation

The purpose of this MOA is to house the Nashua DMV Office in the 110 Broad Street facility owned by the Department of Transportation. The Division of Motor Vehicles is responsible for sixty percent (60%) of the operating costs including utilities, maintenance, snow removal, and other building related expenses.

The 110 Broad Street facility, a former rest area and public transportation facility, was renovated during 2010 and 2011 to house the Division of Motor Vehicles office and the EZ-Pass Office. The Nashua DMV office opened in July of 2011.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the “**Agreement**”) is made by and between The State of New Hampshire Department of Transportation, Bureau of Turnpikes, acting by and through its Commissioner, its successors and assigns forever, (“**DOT**”), and State of New Hampshire, Department of Safety, Division of Motor Vehicle acting by and through its Commissioner, its successors and assigns forever, (“**DOS/DMV**”), collectively, the “**Parties,**” as authorized by the New Hampshire General.

WHEREAS, the New Hampshire Department of Transportation (DOT) is the owner of real property located off Exit 6 of the F. E. Everett Turnpike, in Nashua, New Hampshire known as 110 Broad Street, EZPass-DOS/DMV Office;

NOW, THEREFORE, in consideration of the foregoing premises and promises herein set forth, the DOT and DOS/DMV mutually agree to the following:

1. DOT agrees to reasonably maintain the property and building at 110 Broad Street in a manner that does not adversely affect the operation of the DOS/DMV. DOS/DMV agrees to reimburse DOT for sixty percent (60%) of the actual cost of common site summer and winter maintenance, and site utility costs, including, but not limited to the following:
 - Plowing, salting, sanding, and snow removal of the paved parking areas and sidewalks.
 - Landscaping, mowing, sweeping, trash and litter cleanup and removal including dumpster, and routine drainage maintenance.
 - Striping, pavement markings, pavement sealing, signage, and periodic pavement re-surfacing.
 - Parking lot lighting utility costs.
 - Security alarm system cost.
 - Building Maintenance costs including but not limited to heating, air conditioning, plumbing, electrical and cleaning.
 - All common utility cost within the building except specific utilities which service DOT or DOS/DMV. These specific utility costs will be paid by the respective agency.
 - DOT will invoice these costs on a monthly basis to DOS/DMV, which will remit payment within 30 days of receipt of each invoice.
2. DOT agrees to consult with DOS/DMV in all future improvements or renovations to the extent that they may affect the DOS/DMV. DOS/DMV agrees to consult and gain approval with the DOT related to efforts of renovations by their own staff within their area.
3. DOT has installed a gate to close off the DOS/DMV section of the building, at the close of each DOS/DMV business day, to keep individuals from entering the closed DOS/DMV section of the building. Maintenance of the gate is the responsibility of the DOT.
4. DOS/DMV has installed interior and exterior video cameras to capture the interior activities of the DOS/DMV portion of the building and to capture DOS/DMV training and testing activities in both of the exterior parking lots. Maintenance costs of the video cameras are the complete responsibility of the DOS/DMV. At the termination of the MOA the cameras will be removed by DOS/DMV. DOS/DMV will be responsible for any cosmetic repairs to the building due to the removal of the cameras.
5. DOT has agreed to give temperature control of the HVAC system to the DOS/DMV through the DOS/DMV network. Costs associated with the temperature control item is the responsibility of the DOS/DMV. Any maintenance, repairs or replacements of the HVAC system is the responsibility of the DOT.
6. DOS/DMV shall be responsible to supply and program their personnel’s door key known as “FOB” for the

Security system. Any maintenance, repairs or replacements of the Security system is the responsibility of the DOT.

7. DOT primary point of contact for the operations and maintenance of the facility is Turnpike's Building and Grounds Engineer, Sam Newsom, email sam.newsom@dot.nh.gov and secondary Turnpike's CE V (presently vacant), and Turnpike's Project Manager (presently vacant), telephone 603-485-3806. DOT point of contact for the MOA is Turnpike's Administrator, John Corcoran, email john.corcoran@dot.nh.gov. DOT will also provide a weekly contact list to the DOS/DMV and EZPass personnel of their Building Maintenance personnel assigned to the building to address any mechanical, electric, or other miscellaneous building concerns. DOS/DMV point of contact for the MOA is Arthur Garlow Assistant Director of Motor Vehicles, or his designee, telephone 603-227-4050, e-mail arthur.garlow@dos.nh.gov.
8. The terms of this Agreement may be amended in writing, with consent of the Parties.
9. The terms of this Agreement shall be binding upon the successors and assigns of the Parties.
10. This Agreement shall remain in place through December 31, 2023, at which time it will be reviewed and renewed, upon consent of the Parties.
11. Notwithstanding the foregoing, either party may terminate this MOA in advance of the termination date herein upon providing one hundred eighty (180) calendar days prior written notice to the other party.

This AGREEMENT, and all obligations of parties hereunder, shall become effective on January 1, 2019 or approval by the Governor and Executive Council through December 31, 2023.

DOT:
STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF TURNPIKES

By: Victoria F. Sheehan
Victoria F. Sheehan, Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

This instrument was acknowledged before me on Nov. 21, 2018 by Victoria F. Sheehan, as Commissioner of the Department of Transportation, for the State of New Hampshire.

Notary Public / ~~Justice of the Peace~~ Dawn M. Dosselt
My Commission Expires: Oct. 26, 2021

DOS/DMV
STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF MOTOR VEHICLES

By: John J. Barthelmes
John J. Barthelmes, Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

This instrument was acknowledged before me on Nov. 28, 2018 by John J. Barthelmes, as Commissioner of the Department of Safety, for the State of New Hampshire.

Notary Public / ~~Justice of the Peace~~ Nancy L. Cassidy
My Commission Expires: April 5, 2022

Approved by the Department of Justice as to form, substance and execution:

Approval Date: 12/17/18

Approved By: Jessica King, Assistant Attorney General

Approved by the Governor and Executive Council:

Approval Date: _____

Approved By: _____