

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

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LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

May 21, 2014

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

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a Memorandum of Agreement (MOA) with the Department of Health and Human Services (DHHS) (VC#177926-B001) in an estimated amount not to exceed \$33,000 for the provision of waste recycling services for a building situated within the Sununu Youth Services Center, Manchester, NH. Effective upon Governor and Council approval and continued in effect for three (3) years or until such time either party wishes to terminate without cause upon thirty (30) days written notice. **Funding source: 100% Revolving Recycling Funds.**

Funding is available in account 01-14-14-144010-82620000, Department of Administrative Services, Bureau of Plant/Property Management Recycling Fund, contingent upon availability and continued appropriations, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

103-502664 Contract for Operational Services

<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>Total</u>
\$11,000	\$11,000	\$11,000	\$ 33,000

EXPLANATION

The purpose of this Memorandum of Agreement (MOA) is for the NH DHHS, through its division of Juvenile Justice Services, to initiate and manage a solid waste recycling program at the Sununu Youth Services Center (SYSC) as a vocational program for residents.

The program at SYSC shall be established to collect, sort, transport and dispose of recyclable waste at local recycling center(s) in an effort to provide vocational training and skills to residents at SYSC. DAS will use funds from the Recycling fund to supply SYSC with the necessary recycling equipment and reimburse them for aggregate personnel labor costs and truck mileage at a fixed quarterly rate. In accordance with RSA 9-C:6 Fund Established, "All moneys in the state recycling fund shall be continually appropriated to the commissioner of administrative services for the purpose of paying division costs in administering this chapter, providing state agencies with needed equipment and supplies for recycling, or to offset any costs associated with providing recycled materials pickup service."

Respectfully submitted,

Linda M. Hodgdon
Commissioner of Administrative Services

**MEMORANDUM OF AGREEMENT
FOR
REIMBURSEMENT OF RECYCLING PROGRAM COSTS**

This Memorandum of Agreement (this "Agreement") is made effective as of the date of approval by the Governor and Executive Council of the State of New Hampshire by and between the **New Hampshire Department of Health and Human Services ("DHHS")** and the **New Hampshire Department of Administrative Services ("DAS")**.

A. DHHS, by and through its Division for Children, Youth and Families, Juvenile Justice Services, manages and operates the Sununu Youth Services Center (SYSC) located at 1056 North River Road in Manchester, New Hampshire. DHHS desires to initiate and manage a solid waste recycling program at the SYSC as a vocational program for SYSC residents.

B. DAS, by and through its Division of Plant and Property Management, Fixed and Mobile Assets, manages the State Recycling Fund established by RSA 9-C:6. DAS desires to reimburse DHHS from the State Recycling Fund for certain anticipated operating costs of the SYSC solid waste recycling program.

In consideration of the promises and covenants set forth herein, DHHS and DAS agree as follows:

1. DHHS shall initiate the SYSC solid waste recycling program (the "SYSC Program") to collect, sort, transport, and dispose of recyclable waste at the local recycling center(s) of its choice, such recyclable waste to include mixed paper, cardboard, plastic, aluminum and steel cans, and glass. The SYSC Program shall collect recyclable waste from throughout the SYSC campus seven (7) days per week throughout the term of this Agreement, sort the materials every second day, periodically transport the materials to one or more local recycling center(s) at such time as the on-site recyclable waste storage area becomes full, and dispose of the materials at such center(s).
2. DAS shall reimburse DHHS from the State Recycling Fund for aggregate personnel labor costs and truck mileage accrued by the SYSC Program under this Agreement at a fixed quarterly rate of Two Thousand Seven Hundred Fifty Dollars (\$2,750.00), which amounts to a total annual price of Eleven Thousand Dollars (\$11,000.00) and a total Agreement price of Thirty-Three Thousand Dollars (\$33,000.00).
3. DHHS shall prepare and maintain the following written records: timesheets for all SYSC Program personnel (both SYSC residents and staff), a log of amounts of materials collected (by weight expressed in pounds or tons), and a truck mileage log. These records must be submitted to DAS quarterly for review and approval.
4. DHHS shall submit invoices to DAS quarterly together with the supporting written records required to be maintained under this Agreement pursuant to Section 3. Payment shall be made quarterly in full to the address designated in Section 8 of this Agreement within thirty (30) days after receipt of an invoice and the State's approval of the supporting records

5. Any rebates received by DHHS from a local recycling center as a result of the SYSC Program shall be forwarded to the address designated in Section 7 of this Agreement for deposit into the State Recycling Fund. Such rebates shall not offset, be credited against, increase, reduce, or otherwise affect the amounts payable to DHHS under this Agreement.

6. DAS shall provide a baler to DHHS for use by the SYSC Program in compacting and baling recyclable materials. DAS shall select, purchase, and arrange for delivery of the baler to the SYSC. DHHS shall retain ownership of, and assume all responsibility for, the baler upon delivery. DHHS shall maintain the baler, repair it as needed, and keep it in good working order. DHHS shall add the baler to its SYSC equipment inventory and keep it insured in accordance with generally applicable DHHS or New Hampshire State Government standards. DAS shall also provide recycling containers to DHHS for use by the SYSC Program in collecting recyclable materials. DAS shall select, purchase, and arrange for delivery of the recycling containers to the SYSC. DHHS shall retain ownership of, and assume all responsibility for, the recycling containers upon delivery.

7. This Agreement shall have a three (3) year term commencing upon approval by the Governor and Executive Council and ending on the same date in 2017, provided that DAS shall have the right to terminate the Agreement at any time by giving DHHS thirty (30) days advance written notice.

8. Invoices, supporting records, and any notices to, or other communications with, DAS pursuant and relating to this Agreement shall be directed to:

Michael Connor, Deputy Commissioner, or his successor or designee
NH Department of Administrative Services
25 Capitol Street, Room 106
Concord, NH 03301
(603) 271-6899
michael.connor@nh.gov

9. Payments and any notices to, or other communications with, DHHS pursuant and relating to this Agreement shall be directed to:

Penny Sampson, Director, or her successor or designee
John H. Sununu Youth Services Center
1056 North River Road
Manchester, NH 03104
(603) 625-5471, ext. 302
psampson@dhhs.state.nh.us

10. This Agreement is to be construed according to the laws of the State of New Hampshire.

11. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings between the parties hereto relating to the reimbursement of costs to be provided hereunder.

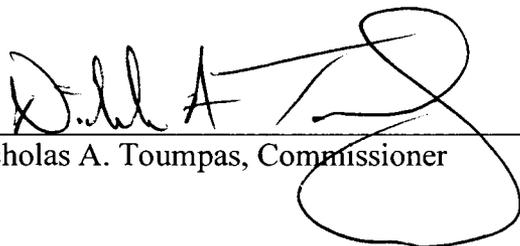
12. This Agreement may only be amended by an instrument in writing signed by the parties hereto, and only after approval of such amendment by the Governor and Executive Council of the State of New Hampshire.

13. Both of the parties hereto are agencies of the State of New Hampshire. As such, the parties do not intend to benefit any private or other third parties hereby, and this Agreement shall not be construed to confer any such benefit.

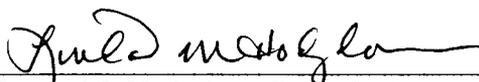
14. EFFECTIVE DATE OF AGREEMENT: This Agreement shall only become effective upon approval by the Governor and Executive Council of the State of New Hampshire.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates indicated.

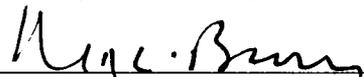
NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES ("DHHS")

By:  Date: 6/4/14
Nicholas A. Toumpas, Commissioner

NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES ("DAS")

By:  Date: 6/10/14
Linda M. Hodgdon, Commissioner

Approved by the Attorney General as to form, substance, and execution:

By:  Date: 6/13/14

Approved by the Governor and Executive Council (Agenda Item Number _____):

By: _____ Date: _____