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STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY, AFFAIRS AND VETERANS SERVICES

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
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The Adjutant General

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June 14, 2021

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

REQUESTED ACTION

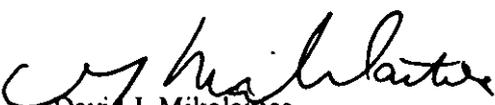
The Department of Military Affairs & Veterans Services respectfully request authorization to enter into a no-cost Memorandum of Understanding (MOU) with the Newport News Division of the United States Naval Sea Cadet Corps (USNSCC) for the non-permanent use of Department of Military Affairs and Veterans Services (DMAVS) facilities. Effective upon Governor and Council approval through December 31, 2024.

EXPLANATION

The USNSCC is a federally chartered military youth organization (Public Law 87-655) that instills military values, patriotism and self-reliance in American Youth. The DMAVS has the ability to provide facilities for use by the Newport News Division of the USNSCC for conducting meetings, drills and activities that are necessary for and conducive to the operations, training and support of USNSCC functions in the State of New Hampshire. This MOU specifies the conditions, policies and procedures for the use of DMAVS state facilities. This MOU will terminate December 31, 2024. Either party may terminate the agreement sooner with thirty (30) days written notice to the other party.

This MOU has been reviewed and approved by the New Hampshire Department of Justice for form, content and execution.

Respectfully Submitted,


David J. Mikolaities
Major General, NH National Guard
The Adjutant General

DMAVS: 21-800-002

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NEW HAMPSHIRE DEPARTMENT OF MILITARY AFFAIRS AND
VETERANS SERVICES (DMAVS)

AND

THE COMMANDER, NEWPORT NEWS DIVISION OF THE UNITED STATES
NAVAL SEA CADET CORPS (USNSCC)

REGARDING
THE NON-PERMANENT USE OF DMAVS FACILITIES BY THE NEWPORT
NEWS DIVISION OF THE USNSCC

PREAMBLE

This Memorandum of Understanding (MOU) specifies conditions, policies and procedures for the use of DMAVS state facilities by the Newport News Division of the USNSCC for the purpose of conducting meetings, drills and activities which are necessary for and conducive to the operations, training and support of the USNSCC functions in the State of New Hampshire. It supersedes and replaces any previously dated memorandum of understanding between the Adjutant General's Department/DMAVS and the Commander, Newport News Division, USNSCC.

Given that:

- The Adjutant General of New Hampshire is in general charge and control, and regulates the use of the military facilities of the State of New Hampshire (RSA 110-B:29) and

- The USNSCC is a federally chartered military youth organization (Public Law 87-655) that instills military values, patriotism and self-reliance in American youth. and

- The Newport News Division of the USNSCC has a need for facilities at which to conduct its meetings, drills, and activities. and

- DMAVS has the ability to provide facilities for use by the Newport News Division of the USNSCC in those cases wherein such usage does not interfere with DMAVS or New Hampshire National Guard operations and activities, therefore:

This MOU is entered into for the mutual support of both DMAVS (in its roles of both a State of New Hampshire agency and a representative of the military services in the State of New Hampshire) and the Newport News Division of the USNSCC. Therefore, DMAVS agrees to allow use of its state facilities by the Newport News Division of the USNSCC to conduct meetings, drills, and other activities at no consideration, other than those specified in this memorandum. The Newport News Division of the USNSCC, in turn, agrees to promote and support the purposes, missions, and operations of the various agencies of the State of New Hampshire, in general, DMAVS and the New Hampshire National Guard in particular, in consonance with relevant regulations, directives, and guidance which govern the activities of the USNSCC.

TERM AND RENEWAL

The term of this MOU commences upon approval by the New Hampshire Governor and Executive Council and terminates 31 December 2024. Either party may terminate this agreement upon thirty (30) days written notice to the other party. The initiative to review and renew this memorandum shall be the responsibility of the Newport News Division Commanding Officer. **This initiative shall be in the form of a written request for renewal by the Commander, Newport News Division of the USNSCC, to the DMAVS business office and shall be processed so as to be received by DMAVS at least ninety (90) days prior to the termination date of this memorandum.**

SPECIFIC PROVISIONS

1. The Adjutant General agrees to allow the use of the State Readiness Center in Concord, New Hampshire for the purpose of Newport News Division meetings in accordance with the following provisions:

a. The days and times agreed to for usages are as follows:

Concord Readiness Center:

(Weekly Drill meetings)- each Tuesday of the month- 5:30 pm to 9:30 pm

b. Unless otherwise specified by the Adjutant General, the portions of the Readiness Center to which usage applies are the drill hall, a classroom (TBD), dining area (not kitchen facilities) adjacent to the drill hall and latrine facilities.

c. Access to the Readiness Center will be coordinated by an appropriate agent or officer of the Newport News Division of the USNSCC with the Officer-in-Charge of the Readiness Center.

2. Other facilities may be made available upon the mutual consent of the appropriate DMAVS representative and the Newport News Division of the USNSCC. All usages of any DMAVS facility by the Newport News Division of the USNSCC, other than those specified in paragraph 1 of these Special Provisions will be designated as "special usages."

a. All requests for special usages will be made through the Newport News Division Commanding Officer to the DMAVS Administrator of Business Operations.

b. The Administrator of Business Operations will effect the necessary coordination and action to determine whether the request is to be approved or disapproved, and will return the determinations and coordinative information to the Commanding Officer.

3. The Newport News Division of the USNSCC covenants to maintain good order and control during all usages of DMAVS facilities and to ensure that all facilities will be cleaned and policed after each usage to the standard of cleanliness which existed prior to the usage.

4. DMAVS retains the jurisdictional prerogative to restrict and/or deny access and occupancy of any of its Departmental facilities in the event that the premises are required by the Adjutant General on an emergency basis.

5. Newport News Division of the USNSCC agrees to assume full liability and responsibility and to indemnify, hold harmless and defend the State of New Hampshire and the DMAVS against claims made as a result of any injury or other harm which may come to any person present, when such injury or harm results from, or is related to, a facility usage by the Newport News Division of the USNSCC.

6. The Newport News Division of the USNSCC agrees to assume full financial responsibility for any damage caused to DMAVS, or private or public property, which results from, or is related to, a facility usage by the Newport News Division of the USNSCC. This is not to include wear and tear, which normally results from the use of the Readiness Center facility.

7. The Newport News Division of the USNSCC agrees to provide the DMAVS with proof of having obtained comprehensive general liability insurance against all claims for injury to or death of persons, or damage to property occurring on, in, or about the facilities to be used. Such insurance must provide minimum protection in limits of not less than \$2,000,000 per accident and \$250,000 per claimant, be effected under standard form, valid, occurrence-type policies issued by insurers qualified and licensed by the New Hampshire Department of Insurance and identify both the DMAVS and the USNSCC as insured against injury to persons and damage to property. This proof of insurance must be provided upon the execution of this memorandum and upon each renewal, thereof. The certificate of insurance provided under this provision must indicate that the term of the required insurance is for the entire term of this memorandum of understanding or the extensions thereof; or, if not, the Newport News Division of the USNSCC shall provide such certificates of insurance

as will prove the continuity of required insurance coverage for the term of this memorandum of understanding or the extensions thereof.

8. The Newport News Division of the USNSCC agrees that the Division Commanding Officer is established as the single point of contact for the processing of requests for usages of DMAVS facilities. The Liaison Officer for this period is:

Name: Jayson Keane LTJG, NSCC Tel: 603-396-8798

Alternate: Paul Little ENS, NSCC Tel: 603-496-9970

Alternate #2: Andrew K. Nash LCDR, NSCC Tel: 603-848-2507

9. Any and all changes or modification to this agreement will be agreed to in writing by both parties prior to their being effected.

10. In the event any of the provisions of this MOU are held to be contrary to any state or federal law, the remaining provisions of this MOU will remain in full force and effect.

11. This MOU, which may be executed in a number of counterparts, each of which shall be deemed an original and constitutes the entire MOU between the parties.

12. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

TERMINATION OF THE AGREEMENT

This agreement is terminated under the following conditions:

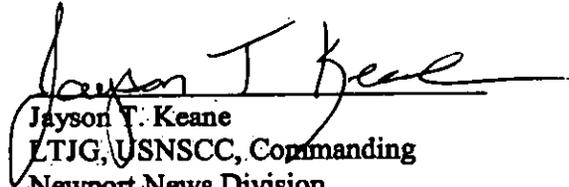
- Specific aspects of the agreement are violated.
- Upon request by the Newport News Division of the USNSCC.
- Upon mandate by the Adjutant General of New Hampshire.

CONFLICT RESOLUTION

The Adjutant General shall be the final authority of any conflicts which may arise as a result of this memorandum and the military mission of The Department of Military Affairs and Veterans Services shall be given preference by him in resolving such disputes.



David J. Mikolaities
Major General, NHNG
The Adjutant General
Date: 8 June 2021



Jayson T. Keane
LTJG, USNSCC, Commanding
Newport News Division
Date: 9 JUNE 2021

Approved by the New Hampshire Department of Justice. (form, substance and execution)



Assistant Attorney General MICHAEL HALEY

Date: 6/18/2021