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The State of New Hampshire
Insurance Department
21 South Fruit Street, Suite 14
Concord, NH 03301

David J. Bettencourt
Commissioner

Keith E. Nyhan
Deputy Commissioner

October 16, 2024

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

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter a Memorandum of Understanding (MOU) with the New Hampshire Department of Administrative Services (DAS), in an amount not to exceed $45,000 to support the construction of two new offices in the Walker Building for the New Hampshire Insurance Department, effective upon approval by Governor & Executive Council, from October 30, 2024 through June 30, 2025. 100% Other Funds.

The office construction is funded in the Fiscal Year 2025 budget.

New Hampshire Insurance Department	FY2025
02-24-24-240010-2520000 – Administration	$45,000
049-500294 Transfer to Agency – Other than BLDG	
TOTAL	$45,000

EXPLANATION

The intent of this MOU is to provide carpentry services in support for the New Hampshire Department of Administrative Services (DAS), to construct two new offices in the Walker Building for the New Hampshire Insurance Department. The Department of Administrative Services, Division of Plant and Property Management is responsible to provide general maintenance of state-owned buildings and grounds.

NHID requests an MOU in an amount not to exceed $45,000 to support: DAS's ability to build two new offices in the Walker Building.

This construction project will be administered by DAS. 100% Other Funds.

Respectfully submitted,

ASSISTANT COMMISSIONER
ON BEHALF OF

David J. Bettencourt

Commissioner

New Hampshire Insurance Department

State of New Hampshire

Interagency Memorandum of Understanding

(For use between an executive branch agency and another agency or branch of government of the State of New Hampshire)

Whereas, the New Hampshire Insurance Department ***["AGENCY 1"]*** is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the Department of Administrative Services ***["AGENCY 2"]*** is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, pursuant to Title XXXVII of the New Hampshire Revised Statutes Annotated ***AGENCY 1*** is responsible for the regulation of insurance in New Hampshire.

Whereas, ***AGENCY 1*** desires to build two offices at its location of 21 S. Fruit Street, Suite 14, Concord, New Hampshire (the "Walker Building".)

Whereas, pursuant to RSA 21-1 ***AGENCY 2*** is responsible for, among other things maintenance of state buildings including the Walker Building.

Whereas, ***AGENCY 2*** desires to build two office units for ***AGENCY*** 1 at the Walker Building.

NOW, THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. ***AGENCY 1*** agrees to ***[check all that apply]***:

XX☐ **A.** Pay ***AGENCY 2*** the amount not to exceed $45,000.00 for the services described in the attached Exhibit A, which is hereby incorporated by reference.

Execute the following if Box 1., A is checked: Payment shall be provided from ***[IDENTIFY FUND]***:

_____

☐ **B.** Perform the services described in the attached Exhibit A, which is hereby incorporated by reference.

2. ***AGENCY 2*** agrees to ***[check all that apply]***:

☐ **A.** Pay ***AGENCY 1*** the amount of $_____ for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

Execute the following if Box 2. A is checked: Payment shall be provided from ***[IDENTIFY FUND]***:

_____

xx☐ **B.** Perform the services described in the attached Exhibit A, which is hereby incorporated by reference.

3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached Exhibit B, such exhibit being hereby incorporated by reference.

4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.

5. The Memorandum of Understanding is effective until June 30, 2025.

6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 10 days prior to termination.

7. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.

8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.

9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.

10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.

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

12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.

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

14. ***FOR AGENCY 1*** *[*New Hampshire Insurance Department *]:*

_____

_____, ASST COMMISSIONER, _____ Date 10/3/24
[***Agency Head or Commissioner signature***]

JASON DEXTER, ASST COMMISSIONER ON BEHALF OF
[***Agency Head or Commissioner name in print***]

15. ***FOR AGENCY 2*** *[*Department of Administrative Services *]:*

_____

_____ Date 10/4/24
[***Agency Head or Commissioner signature***]

Charles Arlinghaus
[***Agency Head or Commissioner name in print***]

PLEASE NOTE

1. ***MOU Exhibit A*** *(MOU Terms) and, if applicable,* ***MOU Exhibit B*** *(Payment Terms)must be attached to this form.*

2. *This form is intended only for use with Interagency Memoranda of Understanding ("MOUs"). Please refer to the MOU 1 checklist and instructions when executing this document. For Interagency MOUs, Department of Justice review and execution is only required if the MOU involves an expenditure of funds in an amount which is equal to or greater than the approval threshold established by the Governor and Executive Council in Chapter MOP 161 of the Department of Administrative Services Manual of Procedures.*

3. *If more than two agencies or branches are involved in the agreement, please include all information listed above for each agency or branch, identifying them as, for example, "Agency 3," "Agency 4," and so forth.*

4. *No changes may be made to the preprinted terms of this form without the approval of the Department of Justice.*

5. ***The Department of Justice and Governor and Council approvals appearing below are only required if this MOU is submitted to the Governor and Council for approval.***

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By: _____. On: 10/16/24
[Name of Assistant Attorney General] Date

Approved by the Governor and Executive Council

By: _____. On: _____
Date

Exhibit A

Description of Work

The NHID seeks to build two offices (the "Offices") located at 21 South Fruit Street, Concord, New Hampshire, Suite 14 (the "Walker Building"). DAS has engaged a contractor to perform the construction. DAS, as manager of the Walker Building, must oversee the construction and manage the contractor. The NHID and DAS enter into this MOU to facilitate construction of the Offices in the Walker Building.

Accordingly, the Parties have agreed through this MOU as follows:

1. Purpose. The purpose of this MOU is to permit DAS through its contractor to build-out the Offices at the Walker Building. The Parties agree to the build-out described below.

2. Authority. The Parties have the legal authority to enter into this agreement.

3. Build-out. The intent of this MOU is to provide carpentry services in accordance with the attached quote from the contractor, which is incorporated herein by reference, to construct the Offices in the Walker Building for the NHID. DAS, Division of Plant and Property Management is responsible to provide general maintenance of state-owned buildings and grounds. This MOU shall not exceed $45,000 to support: DAS's ability to build two new offices in the Walker Building, which shall be funded by NHID.

4. Contractor. DAS or a contractor selected by DAS. Construction shall be completed no later than June 30, 2025.

5. Permission. The parties agree the Contractor may enter the Walker Building for the purpose of building-out the Offices pursuant to the contract during regular office hours.

6. Available Funds. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.

7. Effective Date. The Memorandum of Understanding is effective until June 30, 2025.

8. Amendments. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least thirty (30) days prior to termination. Upon termination, the Contractor will be paid for all qualifying work completed prior to termination.

9. Obligations. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.

10. Disputes. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.

11. Choice of law. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.

12. Third Party Beneficiaries. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.

13. Contrary to Law. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.

14. Counterparts. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.

15. Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity; such immunity being hereby preserved.

New Hampshire Department of Administrative Services

Initials: (A)
Date: 10/4/24

New Hampshire Insurance Department

Initials:
Date: 10/3/24

Exhibit B

Method of Payment

Interagency Transfer of Funds

The office construction is funded in the Fiscal Year 2025 budget.

New Hampshire Insurance Department	FY2025
02-24-24-240010-25200000 – Administration	$45,000
049-500294 Transfer to Agency – Other than BLDG	
TOTAL	$45,000