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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

BUSINESS ADMINISTRATION  
STATE MILITARY RESERVATION  
4 PEMBROKE ROAD  
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaities, Major General  
*The Adjutant General*

Phone: 603-225-1360  
TDD Access: 1-800-735-2964

Nicole. Desilets-Bixler  
*Deputy Adjutant General*

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

May 19, 2025

**REQUESTED ACTION**

Authorize the Department of Military Affairs and Veterans Services to enter into a Memorandum of Understanding with the Keene State College (VC# 315187 B009), 115 Winchester Street, Keene, New Hampshire 03435, in an amount not to exceed \$54,900, for the Division of Veterans Services and National Guard Recruiting and Retention, effective upon Governor and Executive Council approval, or August 1, 2025, whichever is later, through July 30, 2028. 100% **General Funds**.

Funds are anticipated to be available in FY2026 through FY2028, upon the continued appropriation of funds in future operating budgets with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

<b>02-12-12-120010-22200000, <u>Administration and Armories</u></b>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>
022-500257- Rents-Leases Other Than State	\$18,300	\$18,300	\$18,300

**EXPLANATION**

The Department of Military Affairs and Veterans Services is seeking approval to enter into an interagency Memorandum of Understanding (MOU) with Keene State College, located at 115 Winchester Street, Keene NH for temporary office space for 36 months. Approval of this MOU will allow the Division of Veterans Service and NHARNG Recruiting and Retention to enhance their presence at Keene State College. This MOU will allow better recruitment of a key military and college-aged demographic and provide a meeting location to ensure Cheshire County veterans get the support they earned through their service.

The rental rate in the MOU is inclusive of heat, air conditioning, sewer, water, electricity, real estate taxes, insurance, janitorial, snow plowing and removal, parking and building and site maintenance.

The MOU has been approved by the Attorney General as to form and execution; and the Department of Military affairs and Veterans Services has certified that the necessary funds are available.

Respectfully submitted,

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

# 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 Department of Military Affairs and Veterans Services (DMAVS, Executive Branch Agency) ["AGENCY 1"] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the Keene State College (USNH Agency, Body Politic and Corporate) ["AGENCY 2"] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, pursuant to RSA 110-B:1, B:83 **AGENCY 1** is responsible for:

commanding the militia, including the New Hampshire Army National Guard, and assisting veterans who are residents of New Hampshire or their dependents in securing all benefits or preferences to which they may be entitled under any state or federal laws or regulations.

Whereas, **AGENCY 1** desires to:

use the first floor of the building located at 115 Winchester Street, Keene, NH 03421 for recruiting members into the New Hampshire Army National Guard and providing veteran service activities to New Hampshire veterans and their dependents.

Whereas, pursuant to RSA 187-A:1, A:2-a, A:20 **AGENCY 2** is responsible for:

Providing a well-coordinated system of public higher education and providing education benefits to Service Members and Veterans Under the Governance of the University System Board of Trustees, who hold a fiduciary duty to operating a well coordinated system of public higher education, they seek to recoup operating costs for vacant space on campus.

Whereas, **AGENCY 2** desires to:

grant exclusive use of the first floor of the building located at 115 Winchester Street, Keene, NH 03431 to AGENCY 1 for recruiting and veterans services activities. Also exclusive use of parking lot.

**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. The Department of Military Affairs and Veterans Services [**AGENCY 1**] agrees to **[check all that apply]**:

- A. Pay **AGENCY 2** the amount of \$ \$1,325 per month (3 yrs) for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

**Execute the following if Box 1., A is checked:** Payment shall be provided from **[IDENTIFY FUND]**: 100% State General Funds, AU22200000

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

2. The Keene State College (on behalf of the University System of New Hampshire) [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.

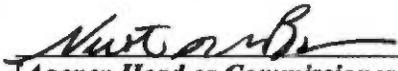
*Execute the following if Box 2. A is checked:* Payment shall be provided from [IDENTIFY FUND]:

- B. Perform the services described in the attached MOU 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 MOU 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 30 July 2023.
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 90 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:** Department of Military Affairs and Veterans Services

 Date 6/6/2025  
 [Agency Head or Commissioner signature]

Nicole Desilets-Bixler, Deputy Adjutant General  
 [Agency Head or Commissioner name in print]

15. **FOR AGENCY 2** [Name of Agency]: NERCOMP - Keene State College

 Date 06/06/2025  
Nathalie Houder (Jun 6, 2025 08:29 EDT)  
 [Agency Head or Commissioner signature]

Nathalie Houder  
 [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: Jon Daniel Lavallee . On: 6/6/2025  
 [Name of Assistant Attorney General] Date

Approved by the Governor and Executive Council

By: \_\_\_\_\_ . On: \_\_\_\_\_  
 Date

**UNIVERSITY SYTEM OF NEW HAMSHIRE FACILITIES  
EXHIBIT A**

**USE AGREEMENT**

This Agreement is made effective August 1, 2025 between Keene State College ("Institution") a public institution of higher education within the University System of New Hampshire ("USNH"), and Department of Military Affairs and Veterans Services ("User") for the rental and use by User of certain Facility or facilities owned by Institution.

**USER<sup>1</sup>**

Contact: Nicole Desilets-Bixler

Phone: 603-225-1302

Email: Nicole.l.desilets-bixler.nfg@army.mil

Mailing Address: 1 Minuteman Way, Concord, NH 03301

Organization Type (check one):

USNH Dept/Org    USNH Student Org    Non-USNH Org

**PURPOSE AND TERM**

Description of Event or Use: Exclusive use of the first floor& Parking Lot of 115 Winchester St. See Attachment 1.

Estimated Number of Participants (if applicable) 10 people  
(state employees, recruiters, and customers)

Arrival Date: August 1, 2025

Arrival Time: 12:00pm

Departure Date: July 30, 2028

Departure Time: 12:00pm

**FACILITY**

First floor (952 SF) and Parking Lot at 115 Winchester Street, Keene NH 03431. See Attachment 1, Floorplan.

**CAPACITY**

Persons will not be admitted into the facility in excess of 20 people

**ADDITIONAL EQUIPMENT AND SERVICES.**

In addition to use of the Facility, the Institution shall provide the following equipment/services:

Utilities: Electric, heat, hot water \_\_\_\_\_ ;  
Snow removal \_\_\_\_\_ ;  
Trash removal \_\_\_\_\_ ;

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<sup>1</sup> If the User is claiming tax exemption, a copy of appropriate documentation of tax- exempt status must be provided to Mike Romeo at least 14 business days prior to use of the Facility.

**Note: All public safety services must be coordinated by Campus Law Enforcement. User should contact Campus Safety at 603-358-2228 with all public safety issues, as outlined in paragraph 4 of the attached Terms and Conditions.**

**CHARGES**

**\$1,525 per month for three years**

## **FACILITIES USE AGREEMENT**

### **Terms and Conditions**

Institution owns the Facility (as specified above) which, from time to time, is available for rent. User desires to rent the Facility for the Purpose as set forth in the Agreement, and Institution is willing to extend to User the use of the Facility on the terms and conditions set forth herein. In consideration of the mutual promises and other good and valuable consideration, Institution and User agree as follows. This Agreement and its Addenda are part of an MOU executed by the parties. To the extent terms between the MOU and this agreement conflict, the MOU controls.

**1. Use of Facility.** Institution grants permission to User to use the Facility for the sole Purpose as set forth in this Agreement. Use of the Facility for any other purpose is prohibited without first obtaining the written consent of the Institution. When using the Facility, User will comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the Institution pertaining to the use and occupancy of the Facilities. User must provide Safety Data Sheets (SDS) for any chemicals or hazardous substances being brought onto UNH property. User will obtain any additional permits or licenses required by its use of the Facility. User will ensure that no portion of the sidewalks, entries, passageways, doors, aisles, windows, vents, or ways of access to the public utilities be blocked or obstructed.

Without limiting the foregoing, Institution policies include a prohibition on smoking in Institution facilities and within 20 feet from the exterior of buildings, and compliance with the Drug-Free Workplace and Drug-Free Workplace Acts. Alcohol will be permitted only certain designated locations on campus are approved for serving alcoholic beverages and in accordance with the Institution's published Alcohol Policies.

Except as specifically provided in this agreement, User agrees that it will not use the Institution's equipment, tools or furnishings without first seeking and receiving the Institution's approval, and that Institution equipment and tools shall be operated only by User's technical personnel that have been approved by Institution. User will obtain the Institution's prior written permission prior to bringing any equipment into the Facility. Institution, being actively engaged in the operation and maintenance of the facility, reserve the right to enter upon and to have free access to said facility at any and all times.

**2. Term.** User may use the Facility only during the dates/times as specified above. Any extension of the Term will be effective only upon written agreement signed by both parties and will require a new approval from Governor and Council.

**3. Fees and Payment.** User agrees to pay the charges as set forth in this Agreement, on the terms set forth therein. Interest at the rate of 5% per month will be charged on the unpaid balance after its due date. In addition, User will be responsible for payment of any and all collection fees should final payment not be made within the time frame indicated.

**4. Campus Public Safety.** The Campus Law Enforcement Executive or his/her designee shall be the sole person responsible for all campus public safety and/or law enforcement considerations within facilities and/or grounds operated by the Institution, and will collaborate with the staff of those facilities and/or grounds to ensure safe operations on Institution property. User must share any threat-level assessments, enhanced security considerations, and/or significant law enforcement resource needs with both the staff of the designated facility and Campus Law Enforcement. Decisions relative to the deployment, staging, staffing, and scope of law enforcement personnel, as well as emergency management considerations, shall be at the direction of the Campus Law Enforcement Executive or his/her designee. There shall be absolutely no private security, bodyguards, security contractors, advisors, etc., allowed on Institution premises except with the expressed permission of the Campus Law Enforcement Executive or his/her designee. There shall be absolutely no weapons of any kind allowed inside any part of a facility and/or grounds operated by the University System of New Hampshire except by duly-authorized and sworn law enforcement officers of whom Campus Law Enforcement is aware. User will immediately contact Campus Law Enforcement if it becomes aware of criminal activity occurring in the Facility or on Institution premises.

**5. Alteration and Damage.** User agrees to maintain the Facility in the good order and condition as it was prior to the use, and not to alter, damage, mar, or in any way deface the Facility. Alterations include, but are not limited to, movement of furniture and driving nails, hooks, tacks or screws into any part of the Facility. Alterations to the Facility without the Institution's written permission will result in a charge equal to the cost of restoring the area to its original conditions being levied against the User. In the event that the Facility is not vacated by User when specified at the end of the term, Institution is authorized to remove, at User's expense, all property left by User in the Facility. User assumes full responsibility for the acts of all persons using the Facility under this Agreement and agrees to reimburse the Institution for any and all damages done to the Facility during the term of this Agreement.

**6. Signage.** All signage will be provided at User's expense. Signage visible outside the Facility must be approved by the Institution prior to posting. Signage is restricted to designated areas within a Facility only and is subject to approval by the Institution. Signage must be in compliance with all Facility policies.

**7. Publicity and Advertising.** Any publicity or advertising that User intends to use that includes the Institution's name, images or brand marks must be reviewed and approved in advance by the Institution. User shall not hold itself out as affiliated with Institution and shall include in all of its public communications a statement which clearly indicates that the event is not sponsored by Institution. The User agrees to refrain from person to person solicitations unless permitted by the Institution and in compliance with the Institutions policies.

**8. Intellectual Property.** User is responsible to obtain all necessary license for intellectual property that it uses in the Facility, and nothing in this Agreement provides User with rights to the Institution's intellectual property or claim under Institution licenses.

**9. Non-Discrimination.** User agrees not to discriminate in any manner on the basis of sex, sexual orientation, gender expression or identity, race, creed, age, color, national origin, religious belief, disability, status as a disabled veteran, or veteran of the Vietnam era, and to comply with all non-discrimination laws and policies which the Institution promulgates and to which the Institution is subject.

**10. Release, Hold Harmless, and Indemnity. INTENTIONALLY OMITTED.**

**11. Insurance.** It is understood that User is an executive branch agency of the State of New Hampshire. As a result, it is considered self-insured. The User agrees to provide a letter from the Department of Administrative Services Risk Management Unit confirming its status that the State of New Hampshire and its agencies are considered self-insured.

**12. Force Majeure.** In the event the Facility is rendered unsuitable for the conduct of activities or events by reason of force majeure, the Institution may terminate this Agreement by written notice within five (5) days following such casualty and the Institution shall not be responsible for any damages sustained by User. "Force majeure" shall mean fire, earthquake, flood, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, or governmental agency or authority, or any similar cause, which is beyond the control or authority of the Institution.

**13. Cancellation or Termination for Default.** Either party may terminate this Agreement in the event of a material breach by the other of any term or condition herein. For any Agreement with a Term in excess of 30 days, the party in breach will have five (5) calendar days following written notice of breach from the other in which to cure such breach and provide written verification of such cure.

For Agreements with a Term of 7 days or less: If a written cancellation notice is received from the User no less than thirty-one (31) days prior to the scheduled event date, all deposits will be refunded. Users who cancel between eight (8) and

thirty (30) days prior to the scheduled event date forfeit 50% of the total estimated cost. Users who cancel seven (7) days or less prior to scheduled conference date will forfeit 100% of the total estimated cost.

**14. Non-Assignment.** User shall not assign or transfer this Agreement without the written consent of the Institution, and this Agreement is legally binding upon the heirs, representatives, successors, and assigns of both parties.

**15. Severability and Savings Clause.** In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity and enforceability of all the remaining clauses of this Agreement.

**16. Governing Law and Forum.** This Agreement shall be governed by and construed under the laws of the State of New Hampshire, which shall be the forum for any claim or lawsuit between the parties arising from or incident to the Agreement.

**17. Relationship of Parties.** Nothing in this Agreement shall be deemed to make the Institution and User partners or joint venturers or to create a relation of principal and agent between them, nor shall either the Institution or User hold itself out as joint venturer, partner, or agent of the other contrary to the terms of this Agreement by advertising or otherwise.

**18. Addenda.** The following exhibits are incorporated herein as part of the Agreement:

1. Attachment 1: Floorplan, 115 Winchester Street

IN WITNESS WHEREOF, the authorized representatives of the parties have signed this Agreement on the dates set forth below.

KEENE STATE COLLEGE  
Nathalie Houder  
BY: Nathalie Houder (Jun 6, 2025 08:29 EDT)

NAME: Nathalie Houder

TITLE: EVP for FP&A, CFO

DATE: 06/06/2025

USER  
BY: Nicole L. Desjardins-Bixler

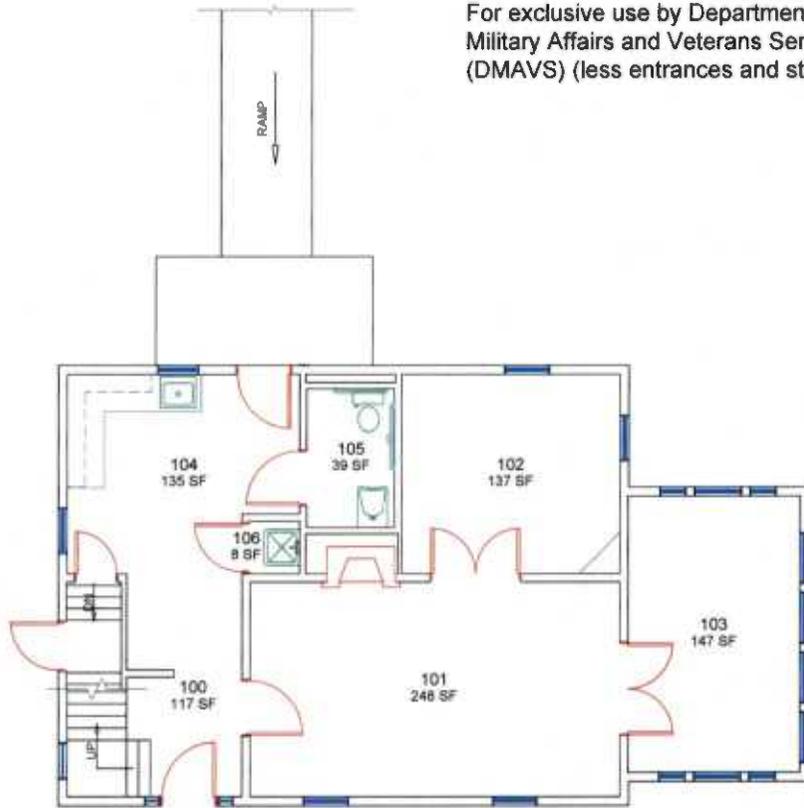
NAME: Nicole L. Desjardins-Bixler

TITLE: Deputy Adjutant General

DATE: 6/6/2025

Attachment 1: Floorplan

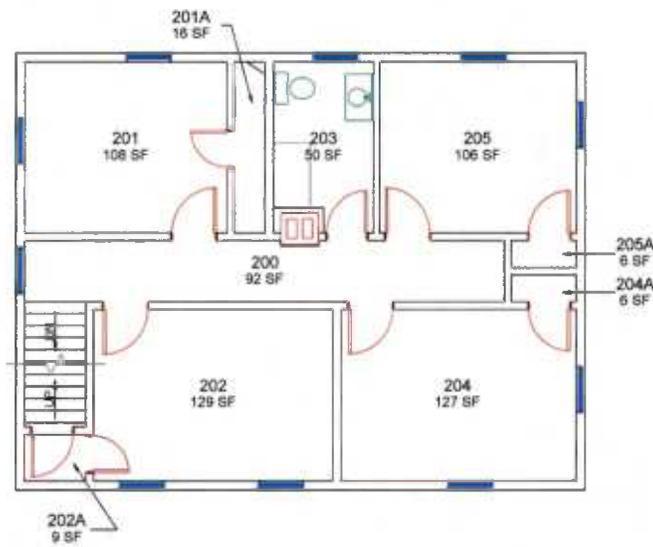
For exclusive use by Department of  
Military Affairs and Veterans Services  
(DMAVS) (less entrances and stairwell)



GROSS SF = 952  
0 5 10

Attachment 1: Floorplan

Retained by Keene State College



GROSS SF = 754  
0 5 10'

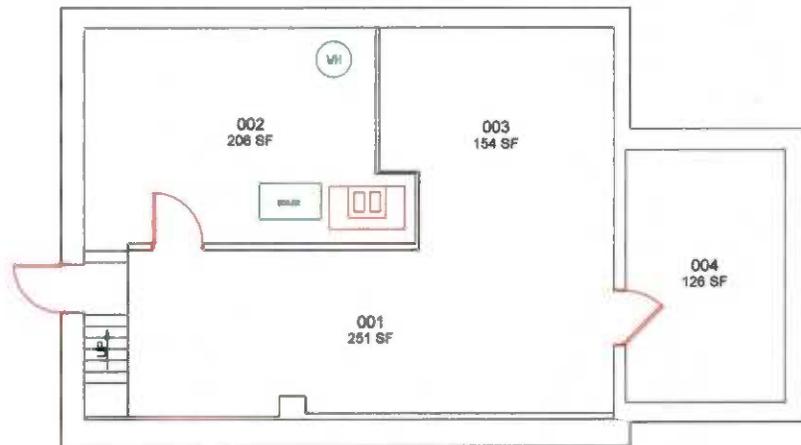
**Keene**  
STATE COLLEGE

**115 WINCHESTER ST.**  
SECOND FLOOR

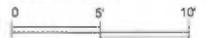
115 WINCHESTER ST.  
SCALE: 1/8" = 1'-0"

Attachment 1: Floorplan

Retained by Keene State College



GROSS SF = 952



**Keene**  
STATE COLLEGE

**115 WINCHESTER ST.**  
GROUND FLOOR

115 WINCHESTER ST.  
SCALE: 1/8" = 1'-0"

**MOU Exhibit B: Method of Payment**

Payments will be made monthly and invoiced by Keene State College by the last day of each month. DMAVS will make payment by the 15<sup>th</sup> of the month subsequent to receiving the invoice:

Month of Use	Invoice Date	Payment Date
August	31 July 2025	15 August 2025
September	31 August 2025	15 September 2025
October	30 September 2025	15 October 2025
November	31 October 2025	15 November 2025
December	30 November 2025	15 December 2025
January	31 December 2025	15 January 2026
February	31 January 2026	15 February 2026
March	28 February 2026	15 March 2026
April	30 March 2026	15 April 2026
May	30 April 2026	15 May 2026
June	31 May 2026	15 June 2026
July	30 June 2026	15 July 2026
August	31 July 2026	15 August 2026
September	31 August 2026	15 September 2026
October	30 September 2026	15 October 2026
November	31 October 2026	15 November 2026
December	30 November 2026	15 December 2026
January	31 December 2026	15 January 2027
February	31 January 2027	15 February 2027
March	28 February 2027	15 March 2027
April	30 March 2027	15 April 2027
May	30 April 2027	15 May 2027
June	31 May 2027	15 June 2027
July	30 June 2027	15 July 2027
August	31 July 2027	15 August 2027
September	31 August 2027	15 September 2027
October	30 September 2027	15 October 2027
November	31 October 2027	15 November 2027
December	30 November 2027	15 December 2027
January	31 December 2027	15 January 2028
February	31 January 2028	15 February 2028
March	28 February 2028	15 March 2028
April	30 March 2028	15 April
May	30 April 2028	15 May
June	31 May 2028	15 June
July	30 June 2028	15 July 2028