



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

January 28, 2026

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

INFORMATIONAL ITEM

The Department of Administrative Services (DAS), Central Facilities Bureau (CFB) has entered into an Interagency Memorandum of Understanding (MOU) with the Department of Environmental Services (DES) to allow DAS to use DES passenger vehicles on an as-needed, short-term basis to support the management and maintenance of state buildings and grounds within the Concord, NH area. As there is no money exchange between the agencies, this is categorized as an Informational Item. The MOU is effective upon signature and remains in effect until June 30, 2027.

EXPLANATION

DAS entered into a mutually beneficial agreement with DES for the short-term use of DES-owned passenger vehicles.

DES will allow DAS -CFB to borrow available passenger vehicles on a short-term, as-needed basis to perform normal operations managing and maintaining state buildings and grounds in the Concord, NH area. This arraignment allows DES's to maximize its fleet use when vehicles would otherwise be idle.

In return, DAS will save money by delaying the purchase of new passenger vehicles. In exchange for the use of the vehicles DAS-CFB is responsible for purchasing and supplying all fuel for the vehicles and covering the cost of any damage or repairs caused during its use. DAS-CFB must also ensure drivers have a valid license, pass a motor vehicle records check, and complete the State's safe driver training program. This arrangement allows DAS-CFB to support its operations without needing to request an increase to its own passenger vehicle fleet.

Based on the foregoing, I am respectfully submitting notification and acknowledgement of the MOU.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ch. Arlinghaus".

Charles M. Arlinghaus
Commissioner

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 Administrative Services _____ ["AGENCY 1"] is a duly constituted agency or branch of government of the State of New Hampshire;

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

Whereas, pursuant to __RSA 21-I:12,II B_____
AGENCY 1 is responsible for: _____ Providing for the general maintenance of state-owned buildings and grounds, except as otherwise provided by law. _

Whereas, __AGENCY 1 desires to: __Use the Department of Environmental Services available passenger vehicles to perform normal operations to manage state buildings and grounds in the Concord area_____

Whereas, pursuant to _____ RSA 21:O:1_____
AGENCY 2 is responsible for the following general functions: (a) Water pollution control; (b) Water supply protection; (c) Regulation of waste disposal generally, and as it affects water quality; (d) Maintenance of state owned dams; (e) Inspection of dams; (f) Flood control; and (g) Air pollution control. _____

Whereas, AGENCY 2 desires to: _____ Allow DAS to use passenger vehicles if available on an as needed basis. _____

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 Administrative Services _____ ["AGENCY 1"] agrees to [check all that apply]:

A. Pay AGENCY 2 the amount of \$ _____ 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]:

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

2. The ___ Department of Environmental Services _____ [**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.

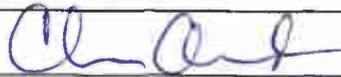
Execute the following if Box 2. A is checked: Payment shall be provided from [**IDENTIFY FUND**]:

-
- 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 ___ June 30, 2027.
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 ___ 30 ___ 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** [Name of Agency]: Department of Administrative Services

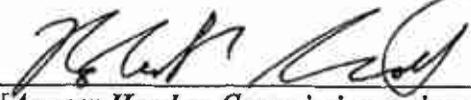


[Agency Head or Commissioner signature]

Date 1/30/26

Charles M. Arlinghaus, Commissioner

15. **FOR AGENCY 2** [Name of Agency]: Department of Environmental Services



[Agency Head or Commissioner signature]

Date 1/21/26

Robert R. Scott, Commissioner

3. 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: 2/9/26
[Name of Assistant Attorney General] *Christen Lavers* Date

Approved by the Governor and Executive Council

By: _____ . On: _____
Date

**MEMORANDUM OF UNDERSTANDING– EXHIBIT A
BETWEEN
THE DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
DEPARTMENT OF ADMINISTRATIVE SERVICES**

This MOU describes permissible activities and responsibilities that have been agreed to between the Department of Environmental Services (DES) and Department of Administrative Services, Central Facilities Bureau (DAS) to permit the use by DAS of passenger vehicles owned by DES. This agreement will become effective upon signature by both parties and will expire on June 30, 2027, unless extended by mutual agreement.

For the purposes of this Agreement, DES and DAS agree as follows:

1. DES will allow DAS to borrow, on a short term as needed basis, based on availability as determined by DES, passenger vehicles to perform normal operations to manage and maintain state buildings and grounds in the Concord, NH area.
2. DAS will purchase and supply all fuel needed for the operation of the passenger vehicle. DAS will be responsible for any damage caused to the vehicle during its use and pay for associated repairs.
3. Drivers of the passenger vehicle will have a valid driver's license, are subject to a motor vehicle records check, and will complete the State's safe driver training program prior to driving the vehicle.
4. DES will, to the extent possible, provide DAS with reasonable advanced notice when the borrowed vehicle needs to be returned to DES.
5. DAS will park the passenger vehicle at 29 Hazen Drive when not in use in a designated state vehicle parking area.
6. DAS will log daily mileage and keep records of fuel purchases and maintenance performed. DAS inform DES of any needed maintenance and/or repairs in advance and will provide copies of these records to DES as needed.
7. All communication regarding the use and scheduling of vehicles will be directed to the following agency contacts:
 - a. For DAS:
Donald Perrin, Superintendent of Buildings and Grounds
Division of Plant & Property
25 Capitol Street
Concord, NH 03301

(603) 688-5159
Donald.m.Perrin@das.nh.gov

- b. For DES:
Kelsey Marquez, Facility Services Supervisor
Department of Environmental Services
29 Hazen Drive
Concord, NH 03301
(603) 271-8395
Kelsey.Marquez@des.nh.gov

- 8. TERMINATION: Either party may terminate this agreement upon providing written notice to the other thirty (30) days prior to termination.
- 9. DURATION: This agreement extends from the date of signature by both parties through June 30, 2027, unless terminated by either party, or extended in writing by subsequent agreement of the parties.