

## **MEMORANDUM OF UNDERSTANDING**

**Between**

**The New Hampshire Department of Department of Military Affairs  
and Veterans Services**

**and**

**The New Hampshire Department of Administrative Services**

This Memorandum of Understanding (MOU) is made by and between the State of New Hampshire Department of Military Affairs and Veterans Services (“DMAVS”) and the New Hampshire Department of Administrative Services (“DAS”). The purpose of this MOU is to facilitate the sharing among the parties of certain information and to encourage collaboration and consolidation of tasks associated with exploring real property development (and dispositioning) associated with replacement of the National Guard Manchester Readiness Center (“Readiness Center”) on an expedited basis.

**WHEREAS**, the Readiness Center is over 80 years old and was developed to support a Cold War-era strategic reserve; and

**WHEREAS**, the Readiness Center is situated on approximately 8 acres adjacent to downtown Manchester; and

**WHEREAS**, current National Guard requirements call for newly constructed readiness centers to contain 15 acres in non-congested areas and 10 acres in cities and other congested areas; and

**WHEREAS**, DMAVS is desirous of an updated Readiness Center constructed in accordance with current strategic initiatives and considerations and feels that such center should be located either within the city limits of Manchester or within a 15 mile radius of Manchester city limits with access to a well maintained state/municipal right of way within one mile of interstate access; and

**WHEREAS**, it is possible that the existing location of the Readiness Center could be repurposed for developmental purposes; and

**WHEREAS**, it would be beneficial for the State to have DMAVS and DAS engage and evaluate options for replacement of the Readiness Center on an expedited basis.

**NOW THEREFORE**, the parties wish to memorialize their mutual understandings as follows:

1. Responsibilities of DMAVS. DMAVS shall engage with DAS' Division of Public Works Design and Construction (DPW) for the purposes of securing planning services in support of replacement of the Readiness Center at a suitable location (the Project). Specifically, DMAVS and DPW will together:

- a) Define the scope of the Project in terms of required space and developing construction costs in accordance with National Guard Bureau (NGB) Military Construction (MILCON) planning documents.
- b) Identify the issues, needs and technical requirements for the activities for which space is required.
- c) Provide solutions and associated timeframes for any identified feasibility considerations. Such solutions shall address but not be limited to: site constraints and opportunities; permit requirements, technical concerns such as site utilities, and cost analysis.
- d) Establish a basic framework for design decisions that must be made in subsequent phases of the project; additionally, the timeline for these design decisions and project phases shall be defined.

DMAVS shall provide staff time and resources in support of the above referenced efforts.

2. Responsibilities of DAS. DAS shall make available staff time and resources to support the planning services referenced herein in paragraph 1 in support of the Project. Additionally, DAS real property staff shall explore opportunities for advantageous dispositioning of the real property associated with the Readiness Center on a contingency basis.

3. Responsibilities of Both Parties. The parties shall engage in the above referenced planning services in support of the Project within 15 days of the effective date of this MOU. The parties shall provide the Office of the Governor with a status report setting forth progress on the Project upon request, but no less frequently than monthly. The parties shall provide the Office of the Governor with a project summary and prospectus within 100 days of the effective date of this MOU. This project summary and prospectus shall include, but not be limited to, detail of the following:

- a) Site options for construction of a new Readiness Center.
- b) Cost calculations for site acquisition and construction of a new Readiness Center.
- c) Timeframes associated with acquisition/construction of a new Readiness Center.
- d) Forecasting relative to timing and value of a contingency based dispositioning of the real property associated with the Readiness Center.

- e) A prospective project plan providing options for executing the Project on an expedited basis. This plan will provide, relative to the options, a defined timeline inclusive of identifying the critical path for project completion.

4. Approval, duration and modification.

- a. Effective date. This MOU will be effective upon the execution by all parties.
- b. Duration. The term of this MOU shall only expire upon delivery of the project plan and summary outlined in paragraph 3 above.
- c. Modification. The parties may modify this MOU by a writing acknowledged by all parties.
- d. Termination. Either party may unilaterally terminate this MOU upon written notice to the other party, in which case the termination must be effective 30 days after the date of that notice or at a later date specified in the notice.

5. 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.

6. 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.

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

8. 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.

9. 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.

10. 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.

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

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| Approved by:<br><b>MIKOLAITIES.DAVID</b><br><b>JAMES.1005727029</b>   |  | Digitally signed by<br>MIKOLAITIES.DAVID.JAMES.10057<br>27029<br>Date: 2023.12.14 15:30:02 -05'00' |
| <b>Maj. Gen. David J. Mikolaities</b><br>Adjutant General<br>Department of Military Affairs and Veterans Services |  | Date:<br>12/14/2023  |

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| Approved by:<br> |  |                     |
| <b>Charles Arlinghaus</b><br>Commissioner<br>Department of Administrative Services                 |  | Date:<br>12/14/2023 |