

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR. COMMISSIONER

.. JEFF BRILLHART, P.E. ASSISTANT COMMISSIONER

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council State House Concord, NH 03301 Bureau of Rail & Transit May 22, 2013

REQUESTED ACTION

Authorize the Department of Transportation to enter into a Memorandum of Agreement (MOA) with the New Hampshire Rail Transit Authority (NHRTA) in the amount of \$40,000 to work collaboratively toward the selection of a public outreach and public relations consultant effective upon Governor & Council approval through December 31, 2014. 80% Federal funds, 20% State Capital funding (General Fund Bonded Expenses).

Funding is Available as Follows:

FY 2013

04-96-96-964010-2916

Public Transportation

072-509073 Contracts

\$32,000

04-96-96-960030-0546

07264: 1-XIV-C Rail Match

034-500151 Bonded Expenses

\$ 8,000

EXPLANATION

The Department of Transportation and the NHRTA have agreed to partner in the selection of a consultant for the sole purpose of public outreach and public relations to increase the public awareness of the mission of the NHRTA and its activities and to give a mechanism for the NHRTA to educate the public on the benefits of rail as part of a comprehensive multi modal transportation system (both statewide and specifically within the NH Capitol Corridor). This is part of the long-term planning and study process to review the viability of passenger rail in this corridor and provide the necessary data and information to the State's policymakers and residents so a policy decision can be made about whether the State should invest taxpayer dollars in this mode of transportation in this corridor. The Department of Transportation will use Federal funding in the amount of \$32,000 from a Federal Railroad Administration grant (#FR-HSR-0101-12-01-00) and \$8,000 in State Capital funding (264:1, XIV, C Rail-Match, 034-500151 Bonded Expenses) on behalf of the NHRTA for this purpose.

This Memorandum of Understanding has been approved by the Attorney General as to form and execution. Copies of the fully executed agreement are on file at the Secretary of State's office and the Department of Administrative Services' office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

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Christopher D. Clement, Sr. Commissioner

CDC Attachments

Memorandum of Agreement

between the

New Hampshire Department of Transportation

and the

New Hampshire Rail Transit Authority

for the

Selection of a Public Outreach and Public Relations Consultant

Included as part of the Federal Railroad Administration Grant Authorization Grant ID #FR-HSR-0101-12-01-00

The purpose of this Memorandum of Agreement (MOA) is to establish the roles, responsibilities, funding, and procedures by which the New Hampshire Department of Transportation (NHDOT) and the New Hampshire Rail Transit Authority (NHRTA), hereinafter collectively referred to as "the Parties", will jointly participate in the selection of a consultant for the sole purpose of public outreach and public relations to increase the public awareness of the mission of the NHRTA and its activities and to give a mechanism for the NHRTA to educate the public on the benefits of rail as part of a comprehensive multi modal transportation system (both statewide and specifically within the NH Capitol Corridor).

WHEREAS, NHDOT has authorized funding in the amount of \$32,000 from a Federal Railroad Administration (FRA) grant and \$8,000 in State Capital funding for selection of a consultant to perform public outreach and public relations to promote the NHRTA as a subcomponent of Grant ID #FR-HSR-0101-12-01-00;

WHEREAS, NHDOT shall convene and chair a selection committee to issue a Request for Proposals for public relations and public outreach on behalf of the NHRTA;

WHEREAS, the sole purpose of the selected consultant shall be to promote the mission and activities of the NHRTA and educate the public on the benefits of passenger rail and shall not be specific to any single project or function;

NOW THEREFORE, the Parties do hereby mutually agree as follows:

ARTICLE I: SCOPE OF WORK (Obligations, Responsibilities, and Funding)

A. The NHDOT agrees to:

- 1. Coordinate the establishment of a selection committee to review the RFPs for the public outreach contract comprised of representatives from the NH Department of Resources and Economic Development (DRED) (1 representative), the NHDOT (5 representatives), the NHRTA Executive Officers (4 representatives), and the NH Department of Information Technology (DoIT) (1 representative); and
- 2. Be ultimately responsible for final review, approval, processing, and payment of invoices following an initial review by NHRTA in accordance with Article I B (1) and II A.

B. <u>The NHRTA agrees to</u>:

- 1. Monitor the public relations consultant's work and progress, review invoices, confirm all expenditures are eligible per State statutes before approval, and forward to NHDOT for final review, approval, processing, and payment;
- 2. Create a website for NHRTA, independent of the website for the NH Capitol Corridor study, to promote the NHRTA, including ways for the public to submit comments and input on NHRTA activities;
- 3. Perform, with the assistance of the selected consultant, any of the following activities it deems necessary to promote the NHRTA's mission and activities:

- a. Create briefing materials and presentations about the NHRTA;
- b. Develop and maintain media and stakeholder database information;
- c. Create and implement a media plan, including writing and distributing press releases regarding NHRTA activities;
- d. Develop an outreach/public information training program for NHRTA members;
- e. Establish and maintain effective communications and relationships with the NHDOT, public and private organizations, stakeholders, and the public; and
- f. Coordinate with NHDOT to promote the visibility of the NHRTA.

ARTICLE II: DISBURSEMENT OF FUNDS

- A. The NHRTA will review and verify consultant invoices and associated backup information and submit to NHDOT on the last day of the month on a monthly basis for payment, to provide the services described under Article I B.
- B. The NHRTA will track the obligations and expenditures for the consultant. Fiscal information will be made available upon request by any of the Parties.
- C. Upon completion of the contract, the NHRTA will prepare and submit a final accounting of the contract costs to NHDOT.
- D. The appropriated amount from the FRA grant for this contract is \$40,000; NHDOT will not be responsible for any expenditures above this amount.

ARTICLE III: TERM OF AGREEMENT

The grant agreement between NHDOT and FRA terminates on December 31, 2014 at which point NHDOT will no longer have the ability to expend any further funding for this contract. Therefore, this Agreement shall be in force as of the date of the last approving signature, and shall remain in effect until December 31, 2014 or until the allotted funds have been expended, whichever comes first.

The Agreement may be modified by written consent of the Parties to cover any questions that may arise subsequent to the date of this Agreement.

The Parties to the Agreement will be afforded the opportunity to inspect, review, and comment on, at any time, work in progress, the financial records, and any other supporting documentation; and to participate in all meetings.

ARTICLE IV: KEY OFFICIALS AND CONTACTS

Designated points of contact for the coordination of this assignment are as follows:

A. For the NHRTA:

Mr. Thomas J. Mahon

Chair

NH Rail Transit Authority

31 Naticook Road

Merrimack, NH 03054

Phone: (603) 494-2579

Email: tjmahon@comcast.net

Ms. Katherine E. Hersh

Vice Chair

NH Rail Transit Authority

229 Main Street/PO Box 2019

Nashua, NH 03061-2019 Phone: (603) 589-3075

Email: HershK@nashuanh.gov

B. For the NHDOT:

Mr. Mark Sanborn

Federal Liaison

NH Department of Transportation

7 Hazen Drive, Room 188

Concord, NH 03302-0483

Phone: (603) 271-1620

Email: msanborn@dot.state.nh.us

Mr. Patrick Herlihy

Director, Aeronautics, Rail, and Transit

NH Department of Transportation

7 Hazen Drive, Room G28

Concord, NH 03302-0483

Phone: (603) 271-2449

Email: pherlihy@dot.state.nh.us

ARTICLE V: TERMINATION

This Agreement will terminate when all transfers of funds are completed or on December 31, 2014.

In case of the failure on the part of any Party to observe any of the conditions of the Agreement, any affected Party may terminate this Agreement for default without any legal process whatsoever by giving thirty (30) days written notice of termination to all Parties, effective at the end of the thirty (30) day period.

ARTICLE VI: ASSIGNMENT

No transfer or assignment of this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by all Parties.

ARTICLE VII: LIABILITY

This agreement shall be construed under New Hampshire law. Nothing in this agreement shall construe as waiving or otherwise altering any party's sovereignty or its applicable immunities and privileges.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

NEW HAMPSHIRE RAIL TRANSIT AUTHORITY					
Mr. Thomas J. Mahon Date Chair					
NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION					
Christopher D. Clement, Sr. Commissioner Date					
This Agreement has been reviewed and is approved as to form and execution:					
Office of the Attorney General State of New Hampshire Date					
This is to certify that the GOVERNOR and EXECUTIVE COUNCIL of the State of New Hampshire approved this Agreement as Item# on, 2013.					
Office of the Secretary of State State of New Hampshire Date					

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