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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF FORESTS AND LANDS
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

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September 10, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Pursuant to RSA 227-H:9, authorize the Department of Resources and Economic Development, Division of Forests and Lands (DRED) to enter into a **RETROACTIVE** Memorandums of Agreement (MOA) with the Department of Safety, Division of Homeland Security and Emergency Management (DOS-HSEM) for equipment and antenna space in designated areas at Mount Washington State Park for a 1-year period effective July 1, 2015 until June 30, 2016, subject to Governor and Executive Council approval.
2. Further authorize DRED to accept an annual rental payment of \$10,000 for 2016. The rental payments will be deposited into accounting unit #03-35-35-351510-37420000 "Mt Washington Commission".

EXPLANATION

The Department of Safety currently leases two areas in The Yankee Building for structures and equipment associated with the statewide radio system for the purpose of agency and public safety communications. The spaces house a low band repeater and an emergency alert system with three outside antenna. This equipment is used for situational awareness to alert citizens of the State of New Hampshire in an emergency. The delay in processing the Lease is due to further negotiations requiring additional review by the NH Department of Justice. The rent payment continues to be made on time by DOS-HSEM, despite the delay in executing the MOA. For these reasons, we respectfully request retroactive approval of this item.

This MOA is subject to the "State of New Hampshire, Department of Resources and Economic Development Policy on Use and Management of Mountaintops for Communications Facilities". The MOA also requires that all communications equipment installed meet guidelines set forth by the "State of New Hampshire, Department of Resources and Economic Development Technical Requirements for the Use of Communication Sites."

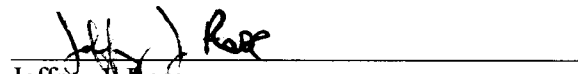
The Attorney General's office has approved this MOA as to form, substance and execution.

Respectfully submitted,

Concurred,

BC


Brad W. Simpkins
Director


Jeffrey J. Rose
Commissioner



MEMORANDUM OF AGREEMENT

COPY

between the
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
and the
**DEPARTMENT OF SAFETY – DIVISION OF HOMELAND SECURITY AND
EMERGENCY MANAGEMENT**

In accordance with RSA 227-H:9, this Memorandum of Agreement (Agreement) is entered into between the New Hampshire Department of Resources and Economic Development (DRED), 172 Pembroke Road, Concord, New Hampshire 03301, and the New Hampshire Department of Safety – Division of Homeland Security and Emergency Management (HSEM), 33 Hazen Drive, Concord, New Hampshire 03301.

WHEREAS Mount Washington State Park, located at the Summit of Mount Washington in Sargent's Purchase, New Hampshire, is owned by the State of New Hampshire and managed by DRED through the Division of Parks and Recreation;

WHEREAS HSEM currently occupies space in the Yankee Building on the summit of Mount Washington for equipment associated with its statewide radio system for the purpose of agency and public safety communications;

NOW THEREFORE, DRED and HSEM agree to the following terms:

1. **Occupied Space.** HSEM shall have the right to occupy certain space on the second floor of the Yankee Building for seven 19-inch equipment racks together with the right to common areas necessary for access to lavatories (the Premises).
2. **Term.** The Agreement shall be in effect from July 1, 2015 until June 30, 2016, while DRED completes a market rent analysis of the Mount Washington communications tenant leases.
3. **Rent.** HSEM shall pay DRED \$10,000 in rent upon approval of the Agreement by G&C or on July 1, 2015, whichever shall occur later.
4. **Access.** HSEM must coordinate any access or entry to the Premises through DRED's Communication Technician. If possible, at DRED's sole discretion, DRED shall provide transportation free of charge for HSEM to access the Premises on scheduled DRED transportation times; otherwise, HSEM's access to the Premises shall be at HSEM's expense. During the summer season, HSEM shall, if possible, schedule non-emergency access at dates and times that cause the least amount of interruption to the public's recreational use of the property.

5. **Assignment.** HSEM shall not assign its rights under the Agreement to any other third party without DRED's prior written consent.

6. **Notices.** All notices, demands, requests and other communications required by the Agreement shall be in writing and shall be delivered to:

(a) DRED:

The State of New Hampshire

Department of Resources and Economic Development

172 Pembroke Road

Concord, New Hampshire 03301

Attention: Jeffrey J. Rose, Commissioner (or duly appointed successor)

or at such other address of DRED from time to time may have designated by written notice to HSEM. Such notice shall be deemed properly given upon the posting in the United States mail.

(b) HSEM:

The State of New Hampshire

Department of Safety

Homeland Security and Emergency Management

33 Hazen Drive

Concord, New Hampshire 03305

Attention: John Barthelmes, Commissioner (or duly appointed successor)

or at such other address as the HSEM from time to time may have designated by written notice to the DRED. Such notice shall be deemed properly given upon the posting in the United States mail.


7. **Cancellation.** HSEM may cancel the Agreement for any reason, including lack of funding, with at least 30 days written notice to DRED prior to the annual payment date of July 1. The Agreement will terminate and HSEM will vacate all its equipment from the Premise at no cost to DRED. DRED may cancel the Agreement for good cause, with at least six (6) months' notice prior to the annual payment date of July 1.


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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**

Concur:

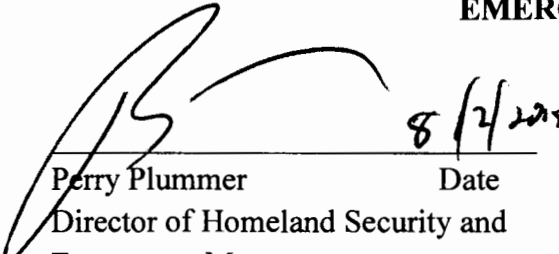

Brad Simpkins Date
Director of Forests and Lands

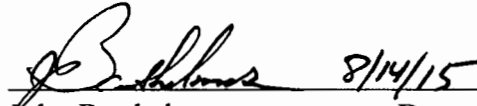

Jeffrey J. Rose Date
Commissioner


Philip A. Bryce Date
Director of Parks and Recreation

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY – DIVISION OF HOMELAND SECURITY AND
EMERGENCY MANAGEMENT**

Concur:


Perry Plummer Date
Director of Homeland Security and
Emergency Management


John Barthelmes Date
Commissioner

Approved to Form, Substance and Execution,


Attorney General's Office Date
New Hampshire Department of Justice

Governor and Executive Council Approved: Date _____ Item No. _____