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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, N.H. 03305
603-271-2791

ROBERT L. QUINN
COMMISSIONER OF SAFETY

January 22, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety, Division of Emergency Services & Communications, to enter into a no-cost Memorandum of Understanding (MOU) with Lakes Region Mutual Fire Aid Association (LRMFAA) for use of the PSIC (Public Safety Interoperability Communications) System in order to reach its communities via LMR (Land Mobile Radio). Effective upon Governor and Council approval through December 31, 2025.

Explanation

This MOU gives LRMFAA the ability to reach the communities it serves via the established PSIC radio system. The access is required as LRMFAA has just built out a new, IP-based system which requires the link located along the PSIC radio network to connect with their equipment at their location in Laconia. The PSIC system is an established radio network connecting other public safety users maintained by the Department of Safety, Division of Emergency Services and Communications. This agreement is needed to provide efficient, cost-effective radio communications to support the protection of life and property executed by the agencies making this agreement. This cooperation is in the best interest of the public.

Respectfully submitted,

Handwritten signature of Robert L. Quinn in black ink.

Robert L. Quinn
Commissioner of Safety

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into between the State of New Hampshire Department of Safety, Division of Emergency Services & Communications (DESC) and the Lakes Region Mutual Fire Aid Association (LRMFA), collectively referred to as "the Parties."

WITNESSETH

WHEREAS, the PARTIES have maintained a collaborative relationship for over 25 years to support the mission of public safety and have used a shared communications site that is hosted and located at the State Police at Tenney Mountain in Grafton County;

WHEREAS, LRMFA needs to utilize the PSIC (Public Safety Interoperability Communications) in order to reach its communities via the LMR (Land Mobile Radio);

WHEREAS, it is a public safety interest to have LRMFA utilize the link ("the link") from the communications site located at the Blue Job State Forest on Blue Job Mountain in Farmington, NH ("Blue Job communications site") to Strafford County Sheriff's Office in Dover, NH;

WHEREAS, many entities have used the Blue Job communications site,

WHEREAS, the DESC has solely paid for repair and maintenance of the equipment related to the Blue Job communications site despite its use by many users;

WHEREAS, equipment is needed for LRMFA's access to the link;

WHEREAS, the DESC wants other users to share in the cost of the equipment and maintenance related to the Blue Job communications site;

IT IS THEREFORE AGREED by and between the Parties that they shall continue their arrangement as follows:

1. LRMFA and DESC are both aware and in agreement that the link is a shared microwave link with other public safety users, and LRMFA has a designated capacity of 10 mbps on this link.
2. DESC shall be responsible to maintain the Blue Job communications site, provide electricity to the site, monitor and maintain compliance with applicable state and federal regulations and allow the LRMFA to have access to LRMFA's equipment at all times. LRMFA will, at its own cost, supply any and all equipment needed for it to access the link.

3. LRMFA shall be responsible to have its site equipment maintained by a qualified technician or vendor, notify the DESC of any changes in configuration and equipment to ensure compatibility with existing DESC equipment and tower loading requirements. LRMFA shall cause no interference with any other user's equipment.
 - a. Only DESC personnel will be allowed to access the configuration of the DESC equipment for changes or maintenance at either end of the microwave link.
 - b. Notification to DESC shall be via telephone during normal business hours to the Radio Maintenance Shop at 603-271-2421 or after hours at 603-271-6911.
4. In the event that either party determines that it is necessary to terminate this MOA, the terminating party shall give 30 days' advanced written notice to the other party. Written notice to the DESC shall be to the Director, DESC 33 Hazen Drive Concord, NH 03305.
5. This MOA does not waive or limit the sovereign immunity, or any immunity, to which the State of New Hampshire, its agencies, officers, trustees, officials, and employees are entitled.

IN WITNESS THEREOF, PARTIES, through their undersigned officials, have hereunto affixed their signatures.

PARTIES

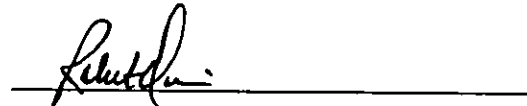
Lakes Region Fire Mutual Aid Association
Laconia, NH by:



Jonathan M. Goldman, RPL

Date: 2/20/2020

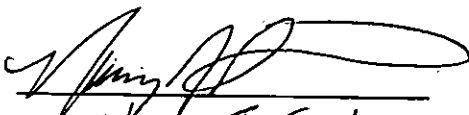
NH Department of Safety
Concord, New Hampshire:



Robert L. Quinn, Commissioner

Date: 3/6/2020

Approval by the Attorney General



By: Nancy J. Smith

On: 3/17/20

Approval by the Governor and Executive Council

G&C Item No.: _____

G&C Meeting Date: _____

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Paul Dexter, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)

Lakes Region Mutual Fire Aid Association I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on June 4, 2019,

at which a quorum of the Directors/shareholders were present and voting.

Michael Sitar, Chairman
VOTED: That Jonathan Goldman, Chief Coord. (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Lakes Region Mutual Fire Aid Association with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 2/18/2020
February 18, 2020

ATTEST: [Signature]
(Name & Title)

PAUL DEXTER, SECRETARY

State of New Hampshire
County of Belknap

Signe or attested before me on this 18th day of February, 2020 by Paul Dexter

Comm. Expires: 12/5/2023

[Signature], Notary Public