



ROBERT L. QUINN
COMMISSIONER OF
SAFETY

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
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December 22, 2020

His Excellency, Governor Christopher T. Sununu
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety, Division of Emergency Services & Communications (DESC), to enter into no cost Memoranda of Agreement (MOAs) in substantially similar form and format to the attached document with local first responder organizations, emergency management agencies, and hospitals throughout the State of New Hampshire to implement a statewide multimedia interoperability system. Effective upon the Governor's approval through December 31, 2023.

Explanation

This statewide multimedia interoperability system implemented under the MUTUALINK, Inc. contract, authorized by the Governor on October 21, 2020, will enable the State, local agencies, and critical infrastructure and community support organizations to securely communicate and collaborate across disparate communications and information sharing systems in real-time in order to coordinate, respond to, and recover from the COVID-19 pandemic disaster (DR-4516-NH), including facilitating rapid monitoring, coordination, and response among first responder and emergency management agencies, hospitals, and schools. This cooperation will assist with a more coordinated response to the current pandemic.

Currently, there are approximately 60 local first responder organizations, emergency management agencies, and hospitals who want to utilize this system through an MOA and more are anticipated. Due the number of participants expected, DESC requests authorization to enter into these agreements using the MOA form attached to this request. The Governor's authorization of this item will permit each MOA to become effective after being fully executed and accepted by all parties without requiring further action by the Governor. The attached agreement has been reviewed for form and execution and has been approved by the Attorney General's Office for final execution by the Department of Safety and the hosting agency.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert L. Quinn".

Robert L. Quinn
Commissioner of Safety

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I hereby approve this request pursuant to RSA 21-P43, RSA 4:45, RSA 4:47, and Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, and 2020-20.

Date

1-3-2021

Governor Christopher T. Sununu

Handwritten signature of Christopher T. Sununu in blue ink, written over a horizontal line.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into between the State of New Hampshire Department of Safety (NHDOS) / Division of Emergency Services and Communications (NHDESC) and the hosting agency, _____, (collectively hereinafter referred to as "the PARTIES").

WITNESSETH

WHEREAS, Mutualink is a multimedia interoperable communications sharing platform for emergency and day-to-day communications needs. Mutualink provides for a multi-disciplined, multi-jurisdictional approach designed to assist public safety agencies to communicate across both traditional and non-traditional platforms during times of an incident, event or natural disaster. It is a proven deployable and rapidly expanding communications system providing interoperability to the PARTIES for:

- Voice: LMR (radio), VoIP "push-to-talk", telephone and LTE (cellular);
- Video: live feeds from buildings, streets, Police/Fire/EMS vehicles, Helicopters, Boats, etc.;
- Text Messaging;
- File Sharing: blueprints, floor plans, photos, procedures, and;
- Dispatch Collaboration: Off-the-Air conferencing between Dispatch Centers.

WHEREAS, Mutualink is an IP (Internet protocols)-based multimedia communications resource sharing platform that allows public safety agencies and critical community assets to securely communicate in a manner that is separate and apart from the general public. Access to Mutualink is controlled and authorized by the PARTIES, giving the hosting agency the opportunity to share voice, text, and video with the agencies that it chooses.

IT IS THEREFORE AGREED by and between the PARTIES that:

1. The installation of the Mutualink software and hardware will be accomplished at no cost to the _____ by the NHDESC provider of Mutualink and includes training, service and support. All of the installed hardware shall be properly tagged with NHDOS inventory control tags for identification purposes. The NHDESC shall be responsible to provide training, service and support for Mutualink and the hosting agency agrees to maintain an active connection to the Mutualink system as provided.

2. This MOA shall remain in effect for 3 (three) years and may be terminated by each Party at any time with a 30-day prior written notice to the other party. Upon termination of the MOA, all Mutualink related equipment must be returned to the NHDESC. Each party shall

maintain sole ownership of any equipment, infrastructure or tangible property paid for with its agency funds.

3. Each party shall maintain sole ownership of any equipment, infrastructure or tangible property paid for with its agency funds.

4. NHDESC shall be responsible for coordinating the use, support and maintenance of the New Hampshire Mutualink platform to assure and maintain compliance with applicable state and federal regulations and allow the hosting agency, _____ to have access to their equipment at all times.

5. All obligations of the NHDESC and NHDOS are contingent upon the availability and continued appropriation of funds.

6. This MOA may be amended by an instrument in writing signed by both parties.

7. This MOA does not abridge or limit the sovereign or official immunity to which the State of New Hampshire and its representatives and agents are lawfully entitled.

8. The PARTIES agree that this MOA shall be construed in accordance with the laws of the State of New Hampshire.

9. All notices, demands, requests and other communications required by this MOA shall be in writing and shall be delivered to:

a. NHDOS: Commissioner
New Hampshire Department of Safety
33 Hazen Dr.
Concord, NH 03305

b. NHDESC: Director
Division of Emergency Services and Communications
New Hampshire Department of Safety
33 Hazen Dr.
Concord, NH 03305

c. Hosting Agency: _____

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

Agency: _____

Authorized Signature: _____

(Print): _____

Title: _____

Date: _____

New Hampshire Department of Safety:

Commissioner: _____

Date: _____