



ROBERT L. QUINN  
COMMISSIONER

## State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

RICHARD C. BAILEY, JR.  
ASSISTANT COMMISSIONER

EDDIE EDWARDS  
ASSISTANT COMMISSIONER

September 16, 2021

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 State Police (NHSP) and the Division of Emergency Services and Communications (DESC), to enter into a no-cost Memorandum of Understanding (MOU) with the U.S. Postal Inspection Service (USPIS) to use certain frequencies licensed to the State of New Hampshire by the Federal Communications Commission. Effective upon Governor and Council approval.

### EXPLANATION

This MOU grants permission to the U.S. Postal Inspection Service (USPIS) to use certain frequencies licensed to the State of New Hampshire by the Federal Communications Commission. The use of these frequencies by the USPIS is permitted for the purposes of maintaining communications with the Division of State Police (NHSP) in the event of a major emergency, or other joint operations with the NHSP for which there is no MOU executed for the specific joint operation. This MOU establishes the terms and conditions under which the USPIS will program additional radio frequency (RF) channels into USPIS handheld Motorola APX 8000 and/or XTL 5000 radios.

Respectfully submitted,

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

Robert L. Quinn  
Commissioner of Safety

## **MEMORANDUM OF UNDERSTANDING**

### **U.S. Postal Inspection Service and New Hampshire State Police and New Hampshire Division of Emergency Services and Communications**

#### **1. PARTIES**

This Memorandum of Understanding ("MOU") is made and entered into by and between:

**Department of Safety  
Division of State Police ("NHSP")  
33 Hazen Drive  
Concord, NH 03305**

and

**Department of Safety  
Division of Emergency Services and Communications ("DESC")  
33 Hazen Drive  
Concord, NH 03305**

and

**U.S. Postal Inspection Service ("USPIS")  
495 Summer St. Ste. 600  
Boston, MA 02210**

#### **2. PURPOSE**

The NHSP grants permission to the USPIS to use certain frequencies licensed to the State of New Hampshire by the Federal Communications Commission. The DESC oversees the maintenance of radio frequencies for the Department of Safety, including the NHSP. The use of these frequencies by the USPIS is permitted for the purposes of maintaining communications with the NHSP in the event of a major emergency situation, or other joint operations with the NHSP for which there is no MOU executed for the specific joint operation. This MOU establishes the terms and conditions under which the USPIS will program additional radio frequency (RF) channels into USPIS handheld Motorola APX 8000 and/or XTL 5000 radios.

The USPIS may only utilize the following NHSP licensed frequencies on:

**PROGRAMMING RADIOS**

1. Troop A	151.4000/159.2250 MHz
2. Troop B	154.9350/159.4200 MHz
3. Troop C	154.6650/159.1500 MHz
4. Troop D	156.2100/158.9100 MHz
5. Troop E	151.3250/159.3150 MHz
6. F-Tenney	154.9200/159.2100 MHz
7. F-MZone	154.6800/158.8500 MHz
8. F-Wash	152.6300/157.8900 MHz
9. F-Holden	155.8050/158.9700 MHz
10. SP Talk	159.3150 MHz
11. LP North	159.0900 MHz
12. LP South	156.0900 MHz
13. NIU channels	(undisclosed)

Any documentation required will be shared by all parties. The USPIS usage of the above frequencies is limited to within the borders of the State of New Hampshire. The USPIS understands that the permission granted herein will be on a secondary basis to any and all authorized use by the State of New Hampshire and will be utilized only for the purposes described above.

**3. LIMITS ON USE OF FREQUENCIES.** The USPIS shall not exceed the following technical limits on any frequency listed above:

- Occupied bandwidth: Bandwidth defined per NH State Police licenses
- Transmitter Power Output: 100 watts
- Effective Radiated Power: Defined per NH State Police license parameters
- Modulation Type/Nature: Frequency Modulated  
Single channel, P25 and Analog modulation  
Telephone only

The USPIS usage of the above frequencies is limited to within borders of the State of New Hampshire. The USPIS understands that the permission granted herein shall be on a secondary basis to any and all authorized use by the State of New Hampshire and shall be utilized only in an actual joint operational need.

**4. POINT OF CONTACT**

For the purpose of this MOU, the points of contact are as follows:

NHSP: Colonel Nathan Noyes - (603) 223-8813

DESC: Director Mark Doyle – (603) 271-6911  
USPIS: Postal Inspector Sean Dever - 603-626-6838

## **5. TERM OF MOU**

This MOU is effective after executed by the authorized representatives of the parties and upon approval by the Governor and Executive Council of the State of New Hampshire. This MOU shall remain in full force and effect until terminated or otherwise modified. This MOU may be terminated, without cause, by either party upon a 30-day written notice delivered in person or by certified mail to the addresses listed above.

## **6. RESPONSIBILITIES OF U.S. POSTAL INSPECTION SERVICE**

U.S. Postal Inspection Service personnel shall maintain/oversee the programming of its radios. The USPIS agrees to report to the NHSP and the DESC within 5 calendar days of occurrence any matter that may reasonably be expected to impair its ability to maintain the terms authorized under this MOU.

USPIS personnel shall be responsible for overseeing the programming of radios but the actual programming may, as mutually agreed to in writing by the parties, be done by trained radio technicians of either agency or an approved third party vendor.

The USPIS will notify NHSP in the event any USPIS radio which is programmed for NHSP frequencies is lost, stolen or otherwise unaccounted for.

The USPIS will make agency radios available, as may be needed, for reprogramming in the event of changes in the NHSP radio system which would require such changes.

The USPIS will ensure that all USPIS radios broadcast a unique 8 character radio identifier consisting of the letters INSP followed up an unique four digit number which identifies the individual Postal Inspector to whom the radio is assigned.

The USPIS will utilize all applicable exceptions under the Freedom of Information Act to protect from disclosure any sensitive information concerning the NHSP radio system.

## **7. RESPONSIBILITIES OF New Hampshire State Police & DESC**

DESC oversees the maintenance of radio frequencies for the Department of Safety, including the NHSP. DESC shall maintain the integrity of NHSP's repeater system.

NHSP will advise USPIS of any service outages, upgrades to changes which may interrupt the USPIS use of the frequencies or may require reprogramming of USPIS radios.

NHSP warrants that they are the license holder, or otherwise authorized to use, the frequencies which are being provided to USPIS for use.

## **8. GENERAL PROVISIONS**

### **A. Amendments**

Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between all parties shall be incorporated in writing, and effective only after executed and signed by the parties, and then approved by the Governor and Executive Council of the State of New Hampshire.

### **B. Entirety of Agreement**

This MOU consisting of 6 pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

### **C. Severability**

Nothing in this MOU is intended to conflict with current law or regulation or the directives of the State of New Hampshire, NHSP, DESC, or USPIS. If a term of this MOU is inconsistent with such authority or deemed illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

### **D. Sovereign Immunity**

The United States Postal Inspection Service, the New Hampshire State Police, and DESC, and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

### **E. No Enforceable Obligation and No Third Party Beneficiary Rights**

The parties understand and agree that this MOU does not confer any legal rights, duties, or obligations on any party and is not subject to dispute in any forum. No party is authorized or empowered to act on behalf of the other with regard to any matter, nor will they be bound by the acts or conduct of the other in connection with any activity under this MOU. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The provisions in this paragraph shall survive termination of this MOU.

**F. Funding**

No funds are obligated under this MOU. Each party shall bear the full cost it incurs in performing, managing and administering its responsibilities under this MOU.

**G. Limitation on Assignment or Transfer**

This MOU may not be assigned or transferred to any other party.

**9. SIGNATURES**

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this MOU.

This Agreement may be executed in counterparts and any counterparts shall be considered part of the whole Agreement.

**For the New Hampshire State Police:**

  
\_\_\_\_\_  
Steven R. Lavoie  
Director of Administration  
New Hampshire Dept. of Safety

9/13/21  
Date

**For the Division of Emergency Services and Communications:**

  
\_\_\_\_\_  
Steven R. Lavoie  
Director of Administration  
New Hampshire Dept. of Safety

9/13/21  
Date

For the U.S. Postal Inspection Service:

*Josh McCallister*

Joshua W. McCallister  
Inspector in Charge (A)  
Boston Division  
United States Postal Inspection Service

8-3-2021

Date.

Approval by the NH Attorney General (form, substance, and execution)

*J.A. King*  
Name Jessica A. King  
Title Asst. Attorney General

9/28/2021  
Date

Approval by the NH Governor and Executive Council

G&C Item number: \_\_\_\_\_

G&C Meeting Date: \_\_\_\_\_