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# State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
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ASSISTANT COMMISSIONER

STEVEN R. LAVOIE  
ASSISTANT COMMISSIONER

ROBERT L. QUINN  
COMMISSIONER

January 21, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

The Department of Safety (DOS), Division of Emergency Services and Communications (DESC) respectfully requests approval to enter into a No Cost Memorandum of Understanding (MOU) with the United States Department of Homeland Security, Transportation Security Administration, Federal Air Marshal Service (TSA-FAMS Boston), in order to establish the sharing of radio frequencies between TSA-FAMS Boston and the DOS DESC Radio Communications Unit which supports the New Hampshire State Police radio system. Effective upon Governor and Executive Council approval.

### EXPLANATION

This MOU will allow the DOS DESC and the TSA-FAMS Boston to establish an official working relationship to allow greater interoperability between the DOS DESC and United States federal public safety agencies should the need arise for a joint response to a critical incident.

Respectfully Submitted,

  
Robert L. Quinn  
Commissioner of Safety

## MEMORANDUM OF UNDERSTANDING

(This Agreement Does Not Create Any Legally Enforceable Rights or Obligations)

(For use by executive branch State agencies with entities that are not part of the Government of the State of New Hampshire.  
See DAS MOP 161, II. C.)

I. WHEREAS, The US Department of Homeland Security, Transportation Security Administration, Federal Air Marshal Service ("TSA-FAMS Boston") is a: Duly constituted agency of the United States Federal Government;

II. WHEREAS, the Division of Emergency Services and Communications (DESC) is a duly constituted executive branch agency of the State of New Hampshire which oversees the installation and maintenance of radio frequencies for the New Hampshire Department of Safety, including the NH State Police;

III. WHEREAS, TSA-FAMS Boston desires to use of certain frequencies licensed to the State of New Hampshire by the Federal Communications Commission ("FCC") under the provisions of 47 CFR Part 90 for the purposes of maintaining communications with the NH State Police in the event of a major emergency situation or other joint operations with NH State Police;

IV. WHEREAS, pursuant to 21-P:48-a Division of Emergency Services and Communications. DESC shall maintain liaison with and cooperate with police, fire, emergency medical, and sheriff's departments and emergency telecommunications organizations of other states and of the federal government;

V. WHEREAS, DESC desires to facilitate interoperable communications with TSA-FAMS Boston

VI. **NOW, THEREFORE** TSA-FAMS Boston and DESC (hereinafter referred to as "The Parties") enter into this Memorandum of Understanding for their mutual benefit and agree to act as follows:

1. The TSA-FAMS Boston agrees to perform all actions and services described in the attached MOU Exhibit A, which is hereby incorporated by reference.
2. The DESC agrees to perform all actions and services described in the attached MOU Exhibit A, which is hereby incorporated by reference.
3. The Parties agree that no exchange of payment will be made as part of this Memorandum of Understanding. To the extent the Parties determine that an exchange of funds between the Parties is necessary to realize the goals of this Memorandum, the Parties will execute a separate contract or grant to address any such payments, in accordance with standard contract or grant procedures.
4. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding upon the Parties and are not legally enforceable. Additionally, the obligations, agreements and promises made by the Parties in this Memorandum of Understanding shall not comprise a standard of care or conduct to third parties.
5. This Memorandum of Understanding is effective until terminated in writing. Any party may terminate this Agreement by providing 30 (calendar) days' notice to the other parties.

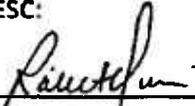
6. This Memorandum of Understanding may be amended by a written instrument signed by the Parties provided that the amendment does not involve a State expenditure, the receipt of funds or the creation of an enforceable obligation.
7. Either party may terminate this agreement by providing written notice to the other party at least 30 days prior to termination.
8. Disputes arising under this Memorandum of Understanding should be resolved by agreement between the Parties to the extent possible. In the event that the Parties cannot resolve a dispute by agreement, the Parties anticipate that disputes will be resolved in the following manner:

Any manner of dispute resolution agreed to by the Parties, as set out above, is purely voluntary and non-binding in nature and is not intended to create a legally enforceable right, responsibility and/or obligation. In the event that these processes do not resolve the dispute to the satisfaction of the Parties, either Party may terminate this Memorandum of Understanding in the manner set forth in paragraph 7.
9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
10. The Parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.
14. FOR US Department of Homeland Security, Transportation Security Administration, Federal Air Marshal Service ("TSA-FAMS Boston"):

  
\_\_\_\_\_  
David Bassett, Supervisory Air Marshal in Charge, Boston Field Office

1/13/25  
\_\_\_\_\_  
Date

15. FOR DESC:

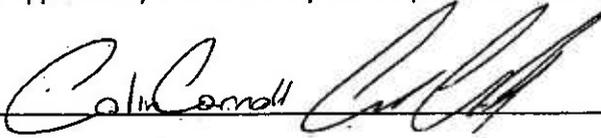
  
\_\_\_\_\_  
Robert L. Quinn, Commissioner

1/13/25  
\_\_\_\_\_  
Date

**VII. PLEASE NOTE**

1. MOU Exhibit A (MOU Terms) must be attached to this form.
2. This form is intended only for use with External Memoranda of Understanding ("MOUs"). Please see the NH Department of Administrative Services Manual of Procedures (MOP) Chapter 161 for a discussion of the circumstances in which External MOUs may be used and refer to the MOU 2 form instructions when executing this document. This MOU cannot be used for agreements that result in an expenditure, a receipt of funds or creation of an enforceable obligation.
3. If more than two entities are involved in the agreement, please include all information listed above for each entity.
4. No changes may be made to the preprinted terms of this form without the approval of the Department of Justice.
5. External MOUs generally do not require Governor and Council approval. Agencies may nonetheless request such approval if they believe that to do so is appropriate in the circumstances. See MOP 161, V., D. The Department of Justice and Governor and Council approvals appearing in paragraphs

VIII. Approved by the New Hampshire Department of Justice for form, substance, and execution:

By:   
[Name of Assistant Attorney General]

On: 02/04/2025  
[Date]

IX. Approved by the Governor and Executive Council

By: \_\_\_\_\_

On: \_\_\_\_\_



**DESC/ TSA-FAMS Boston**

**MOU Exhibit B**

**Memorandum Implementation Information**

**A. Administrative points of contact:**

**1. TSA-FAMS Boston**

- Name: David Bassett
- Title: Supervisory Air Marshal in Charge, Boston Field Office
- Phone: 617-887-9000
- Email Address: [david.bassett@tsa.dhs.gov](mailto:david.bassett@tsa.dhs.gov)

**2. DESC**

- Name: Mark Doyle
- Title: Director
- Phone 603-271-6911
- Email Address: [mark.e.doyle@desc.nh.gov](mailto:mark.e.doyle@desc.nh.gov)

**3. NHSP**

- Name: Mark Hall
- Title: Colonel
- Phone: 603-223-8813
- Email: [mark.b.hall@dos.nh.gov](mailto:mark.b.hall@dos.nh.gov)

**B. Operational Points of Contact:**

**1. TSA-FAMS Boston**

- Name: Anthony DiCicco
- Title: Senior Federal Air Marshal, LMR Region Coordinator
- Phone: 617-470-1093
- Email Address: [anthony.dicicco@tsa.dhs.gov](mailto:anthony.dicicco@tsa.dhs.gov)

**2. DESC**

- Name: Robert Erskine
- Title: Chief of Radio Operations
- Phone 603-340-2743
- Email Address: [robert.h.erskine@desc.nh.gov](mailto:robert.h.erskine@desc.nh.gov)