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State of New Hampshire

DEPARTMENT OF SAFETY  
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EDDIE EDWARDS  
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE  
ASSISTANT COMMISSIONER

ROBERT L. QUINN  
COMMISSIONER

June 24, 2025

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

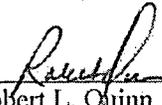
REQUESTED ACTION

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 Lakes Region Repeater Association (LRRRA) in order to establish a one-year pilot program on Blue Job Mountain in Farmington, NH for radio communications. Effective upon Governor and Council approval and will remain in valid for a period of one (1) year from the date of approval.

EXPLANATION

This MOU will allow the DESC and LRRRA to establish a one-year pilot program where DESC will assist the LRRRA and the New Hampshire Amateur Radio Emergency Service (NH-ARES) by providing the land mobile radio equipment, rack-mounted shelter space, and tower real estate at Blue Job Mountain to facilitate NH-ARES usage for public safety communications for assistance in cases where primary and secondary communications are disrupted.

Respectfully Submitted,

  
\_\_\_\_\_  
Robert L. Quinn  
Commissioner of Safety

**Memorandum of Understanding (External MOU)**

**(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 Lakes Region Repeater Association (“LRRRA”), who is a part of the New Hampshire Amateur Radio Emergency Services (“NH-ARES”), sponsor emergency/public service-oriented communications organization which consists of registered and federally licensed Radio Amateurs [**“External ENTITY”**] is a:

- Duly constituted agency of the United States Federal Government;
- Duly constituted agency of the State of \_\_\_\_\_;
- Duly constituted Town/City of the State of New Hampshire;
- Corporation/partnership/business registered to do business in the State of New Hampshire;
- Charitable/non-profit organization registered with the State of New Hampshire;
- Another entity which is not part of the government of the State of New Hampshire (describe): \_\_\_\_\_

**Whereas**, the Division of Emergency Services and Communications, Department of Safety [**“STATE AGENCY”**] is a duly constituted executive branch agency of the State of New Hampshire;

**III. Whereas, THE EXTERNAL ENTITY** desires to: enlist assistance from DESC to work with LRRRA utilizing LRRRA’s licensed radio frequencies on DESC’s allocated space on Blue Job Mountain, using DESC’s owned equipment.

**IV. Whereas**, pursuant to RSA 21-P:38 **STATE AGENCY** is responsible for: to support comprehensive state communications systems during natural and manmade disasters.

**V. Whereas, The STATE AGENCY** desires to: to assist LRRRA and NH-ARES with a one-year pilot program, in which DESC will provide the land mobile radio equipment, rack-mounted shelter space, and tower real estate at Blue Job Mountain to facilitate NH-ARES usage for public safety communications for assistance in cases where primary and secondary communications are disrupted.

VI. **NOW, THEREFORE**, LRRRA 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 LRRRA 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 May 30, 2026.
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 60 days prior to termination.
  - A. Notwithstanding anything in this MOU to the contrary, if LRRRA or ARES is found to be violating FCC rules and/or regulations while performing any actions or services described in this MOU, including Exhibit A, LRRRA’s usage of DESC owned equipment shall be suspended immediately until such time LRRRA meets with the DESC Director or his or her designee to discuss the infraction and are able to arrive to a mutually agreed resolution to ensure such infractions do not reoccur with State owned equipment.
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:

The LRRRA Chair will meet directly with the DESC Director to discuss any concerns.

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

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 EXTERNAL ENTITY [Name of Entity]:**

Lakes Region Repeater Association

Robert J Nelson  
[Signature]

6-11-25  
Date

Robert Nelson

President

**15. FOR STATE AGENCY [Name of Agency]:**

M. E. J.  
NH Department of Safety, Division of Emergency Services and Communications

6-13-25

Robert L. Quinn  
[Commissioner signature]

Date 6/14/25

Robert L. Quinn, Commissioner

**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. and IX. below are only required if Governor and Council approval of this MOU is requested.

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

By: Christina Wu On: 7/14/25  
[Name of Assistant Attorney General] Date

IX. Approved by the Governor and Executive Council

By: \_\_\_\_\_ On: \_\_\_\_\_  
Date

## Exhibit A

The Division of Emergency Services and Communications (DESC) shall:

- Supply all radio frequency equipment for one licensed radio channel;
- Allocate equipment room shelter space, cable runs and channeling, and antenna placement on the communications tower.
- Install and maintain all radio frequency equipment
- Develop disaster recovery scenarios for the Blue Job, Rochester and Dover regions and evaluate the effectiveness of this radio system and coverage impacts.

The Lakes Region Repeater Association (LRAA) shall:

- Operate the day-to-day usage of the programmed radio frequency;
- Follow all Federal Communications Commission laws and regulations;
- A LRAA member who is also an ARES member will provide quarterly reports of this radio system's usage to the DESC at: [desc.radioshop@dos.nh.gov](mailto:desc.radioshop@dos.nh.gov) ;
- If LRAA notices issues with any of the equipment, maintenance requests will be sent to: [desc.radioshop@dos.nh.gov](mailto:desc.radioshop@dos.nh.gov);
- Ensure that usage by LRAA member or ARES member of DESC owned equipment shall comply with all Federal Communications Commission (FCC) rules and regulations at all times.

DESC and LRAA agree to meet regularly to review the performance of this pilot to analyze the goals and objectives of this project.

Corporate Resolution

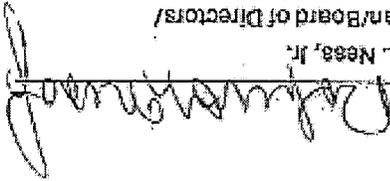
I, Robert L. Ness, Jr., hereby certify that I am the duly elected Chairman of the Board of Directors/Executive Committee of the Lakes Region Repeater Association. I hereby certify that a vote was completed by April 29, 2025, where a quorum of the Directors expressed their views via electronic mail.

VOTED: That Robert Nelson, President, Lakes Region Repeater Association, is duly authorized to enter into contracts or agreements on behalf of Lakes Region Repeater Association with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his 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 listed above currently occupies the position indicated such 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.

Date: July 14, 2025

Attest:

  
Robert L. Ness, Jr.  
Chairman/Board of Directors/  
Executive Committee