



RESOLUTION

AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF MANCHESTER, NEW HAMPSHIRE REGARDING A REMOTE DISPATCH CENTER

CITY OF NASHUA

In the Year Two Thousand and Eighteen

RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor is authorized to enter into a Memorandum of Understanding with the City of Manchester, New Hampshire regarding a remote dispatch center substantially in the form of the attached.

LEGISLATIVE YEAR 2018

RESOLUTION: R-18-010

PURPOSE: Authorizing the City to enter into a Memorandum of Understanding with the City of Manchester, New Hampshire regarding a remote dispatch center

ENDORSERS: Alderman-at-Large Brian S. McCarthy

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE:

ANALYSIS

This legislation gives Board of Aldermen approval for the City to enter into a Memorandum of Understanding (MOU) with the City of Manchester, New Hampshire, substantially in the form of the attached. The MOU is related to building and maintaining a remote dispatch center to be used by either City should a major catastrophic failure occur in either of the radio communications dispatch centers. It also includes necessary software licensing that will allow mutual aid entities from around the state to have radio communications access to the radio systems in the two cities should the need arise.

NH RSA 48:11-a and 106-C:10 give authority for a written agreement with another city or town regarding mutual assistance.

R-17-146, passed on November 28, 2017, authorized the City to accept and appropriate \$300,000 from the State Homeland Security Grant Program for the purpose of purchasing equipment and installation services to construct a joint radio communications backup center with the City of Manchester.

Approved as to form:

Office of Corporation Counsel

By: 

Date: 2/22/2018

MEMORANDUM OF UNDERSTANDING (MOU)

Between the City of Nashua, New Hampshire and the City of Manchester, New Hampshire

1. **PARTIES.** The parties to this agreement are the City of Nashua, New Hampshire and the City of Manchester, New Hampshire
2. **AUTHORITY.** This Agreement is authorized under the provisions of the Department of Homeland Security, Office of Grants and Training;
3. **OVERVIEW.** The FY 2016/2017 Homeland Security Grant Program (HSGP) Priorities support the National Preparedness System (NPS) in order to achieve the national preparedness goal. HSGP allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.
4. **PURPOSE.** The purpose of this Agreement is to identify the affiliation between City of Nashua, New Hampshire and the City of Manchester, New Hampshire with relation to building and maintaining a remote dispatch center to be used by these entities should a major catastrophic failure occur in either of the radio communications dispatch centers. The funding will also provide the necessary software licensing that will allow mutual aid entities from around the state to have radio communications access to the radio systems in the City of Nashua and Manchester, should the need arise .
5. **SCOPE.** This agreement is applicable for the period of funding by the FY 2016/2017 New Hampshire State Homeland Security Grant and for the useful life of the equipment, materials or plan. Either party may cancel this affiliation at any time with thirty (30) days written notice.
6. **AGREEMENT.** the City of Nashua, New Hampshire and the City of Manchester, New Hampshire agrees to the following:
 - A. The goal and intent of this grant is to prevent a threatened or an actual act of terrorism by ensuring interoperability and redundancy between key stakeholders in Nashua and Manchester emergency radio communications. Each stakeholder will be provided with the ability to communicate with each other's community during a major radio communications failure or during a mutual aid incident. It will also provide the capability to have interoperability with the Manchester Boston Regional Airport and other mutual aid responders
 - B. The cost of the purchase, programming and installation of equipment will be funded 100% through this grant. \$300,000 has been awarded to the City of Manchester and \$300,000 has been awarded to the City of Nashua. These funds will be utilized to fulfill all of the stipulations within the grant application.
 - C. The City of Manchester and the City of Nashua, as recipients of FY 2016/2017 Homeland Security Grant Program funds, will jointly manage the procurement of services and equipment, provide Point of Contacts to the Department of Safety-Grants Management Unit, and provide all grant audit and reporting as required by the Department of Safety-Grants Management Unit.
 - D. The City of Nashua will be responsible for procuring the majority of the equipment through its purchasing process. Nashua will establish accounting with two revenue

accounts: Federal Pass through State in the amount of \$300,000 for the Nashua portion and a Revenue account budget line item "Local Governments" in the amount of \$300,000 in anticipation of funding to be received from the City of Manchester once purchases are completed and reimbursement is submitted to the City of Nashua.

- E. The City of Nashua will issue a Purchase Orders to mutually agreed upon vendors totaling no more than \$600,000 with a footnote on each purchase order, in the internal comments, noting that the City of Manchester will be responsible for funding the City of Nashua half of the cost of each mutually agreed upon purchase order.
- F. The City of Nashua will issue the City of Manchester an invoice for half of the invoice received from the vendor, along with a copy of the original invoice. Invoices will be paid once the City of Nashua receives payment from the City of Manchester for their half of the vendor invoice. Nashua will place the funding from Manchester into the Revenue account within the grant financial fund specified above.
- G. Nashua will then pay the vendors in full upon completion of the work against the purchase order using funding split 50% City of Manchester and 50% City of Nashua.
- H. The City of Manchester and the City of Nashua, as recipients of FY 2016/2017 Homeland Security Grant Program funds, shall jointly own and maintain the equipment purchased.

7. POINTS OF CONTACT.

a. *City of Nashua, New Hampshire*

William Mansfield, Radio System Manager
PO Box 785
Nashua, NH 03061
(603) 594-3521
mansfieldw@nashuapd.com

b. *City of Manchester, New Hampshire*

Christopher Blue, Manchester Fire Communications
2033 South Willow Street
Manchester, NH 03103
(603) 669-2256
cblue@manchesternh.gov

8. **EFFECTIVE DATE.** The terms of this agreement will become effective on _____

9. **MODIFICATION.** This agreement may be modified upon the mutual written consent of the parties.
10. **TERMINATION.** The terms of this agreement, as modified with the consent of both parties, will remain in effect until the value of the radio dispatch center depreciates to the point where the system is no longer functional. If any provision in this agreement is in violation, either party, upon 30 days written notice to the other parties may relinquish the equipment to any party listed within this document upon approval of the State of New Hampshire, Department of Safety, Grants Management Unit.

APPROVED BY:

City of Nashua, New Hampshire

Signature

James Donchess, Mayor

Print Name and Title

Date

City of Manchester, New Hampshire

Signature

, Mayor

Print Official Title

Date