

CITY COUNCIL MEETING

AGENDA ITEM V



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
City Council Meeting August 1, 2016

From: Chief David B. Goldstein, City of Franklin Police Chief

Subject: City Council to consider entering into a Memorandum of Understanding between the State of New Hampshire Adjutant General's Department and the City of Franklin.

Recommended motion:

1. Councilor moves: *"I move that the Franklin City Council Franklin approve the proposed Memorandum of Understanding (MOU) between the State of New Hampshire Adjutant General's Department and the City of Franklin in relation to the use of a tower and communications shelter located on Pleasant Street, Franklin, NH and authorize the City Manager to execute the agreement."*
 2. Mayor calls for a second, discussion and the vote.
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Discussion:

The Franklin Police Department was approached by representatives of the New Hampshire Army National Guard in relation to placing military communications equipment on the Pleasant Street communications tower. After a number of meetings, a Memorandum of Understanding (MOU) was proffered by the NHAG. The draft MOU was reviewed by the Police Chief and City Counsel, Attorney Paul Fitzgerald. Approval of the recommended MOU was conferred by the Police Chief and City Counsel. The NHAG has assured the City of Franklin that placement of their equipment will not interfere with Franklin communications.

Fiscal Impact:

There is no financial cost to the placement of the equipment on the tower nor maintenance of the equipment.

Alternatives:

The City of Franklin declines to enter into the recommended Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF NEW HAMPSHIRE
ADJUTANT GENERAL'S DEPARTMENT

AND

THE CITY OF FRANKLIN, NEW HAMPSHIRE

SUBJECT: License for use of a tower and communications shelter located at approximately 43.42968N, 071.62874W (Pleasant Street) Franklin, New Hampshire, 03235. In consideration of the Adjutant General's Department ("TAG") desire to locate certain communications equipment on property owned by the City of Franklin, and the City of Franklin's desire to provide assistance to the TAG to improve the Guard's communications system, the TAG and the City of Franklin agree as follows:

1. Purpose. This Memorandum of Understanding (MOU) sets forth the terms of a license granted to the TAG for usage by the New Hampshire National Guard (NHNG) of a tower located at Pleasant Street, Franklin, NH and the communications shelter on site. The purpose of this license is for improving routine and emergency communications between NHNG Headquarters located at 1 Minuteman Way, Concord, New Hampshire and the Franklin Readiness Center (Armory) located at South Main Street, Franklin, New Hampshire 03235.

2. The scope of this MOU includes the NHNG's installation, operation, and maintenance of the following communications equipment:

- a. Two (2) four foot dishes with radome covers (Enclosure a.)
- b. Two (2) outdoor units (radios) (Enclosure b.)
- c. Four (4) Lightning Protection Units (LPUs) (Enclosure c.)
- d. Two (2) power indoor units (PIDUs) (Enclosure d.)
- e. One (1) router or managed switch (Enclosures e1 and e2.)
- f. One (1) battery backup (Enclosure f.)

- g. Outdoor-rated (Rodent Resistant, thixotropic gel-filled) Category 5e cable (Enclosure G.)
- h. Attaching hardware as appropriate based on final dish placement (Enclosures h1, h2, h3)

3. Responsibilities of the Parties

a. The City of Franklin will:

i. Permit the New Hampshire Army National Guard (“NHARNG”) to install, inspect, operate and maintain the equipment listed in paragraph 2 on the subject tower and inside of the associated communications shelter, and connect its battery backup unit to an energized NEMA 5-15 or 5-20 outlet (or equal), without fee.

ii. Secure the NHARNG equipment from unauthorized access.

b. The NHARNG will:

i. Install only the listed equipment in this agreement and in accordance with manufacturer’s instructions.

ii. Provide copy of technical literature for all equipment listed in this Memorandum of Agreement to City of Franklin.

iii. Comply with City of Franklin’s instructions for placement of equipment.

iv. Notify the City of Franklin’s designated representative a minimum of 72 hours before the date and time it plans to access its equipment for routine maintenance visits.

v. Provide to the City of Franklin’s designated representative a minimum of two points of contact – names, phone numbers (effective 24 x 7), and email addresses.

vi. Be responsible for service and maintenance of its equipment.

vii. Be responsible for equipment removal either for temporary purposes such as in the event of facility maintenance or for permanent removal if this agreement is terminated.

viii. Amend this MOU per paragraph 6, prior to any change in the equipment listed in paragraph 2.

ix. Field test the equipment prior to its installation, with the purpose of confirming non-interference with the strength, range, and clarity of City generated radio signals.

4. It is the working assumption of both parties that the NHARNG equipment will not interfere or otherwise negatively affect the performance of operation of the City's existing equipment which may be added by the City in the future, including the strength, range and clarity of City generated radio signals. In the event that interference develops or is detected by the City, the parties will confer immediately on the most appropriate way to address on a temporary and/or permanent basis any signal interference issues in as prompt a manner as possible in consideration that either party may be engaged in emergency communications for the public benefit. The City, however, shall have the unrestricted right to enter and disconnect from service NHARNG equipment to ensure the continued transmission and receipt of its emergency and regional communications, providing that the disconnection method used does not cause damage the NHARNG equipment. Should the City find such action to be necessary, it shall notify NHARNG immediately upon arriving at the decision to disconnect the NHARNG equipment from service.

5. Liability. Dependent upon the responsible party, claims for damage(s) shall be addressed in accordance with RSA 541-B (Claims Against the State) or the 28 USC §2671 et seq. (Federal Tort Claims Act)/ 32 USC §715 (National Guard Claims Act). Nothing in this memorandum of agreement is intended or shall be construed as an assumption of liability by the Federal Government or the State of New Hampshire.

6. This agreement has no expiration date. However, either party may terminate this agreement, for any reason, upon ninety (90) days written notice to the other party. In the event of a termination,

the City of Franklin shall provide access to the NHARNG to remove its equipment. The NHARNG will return the property to its original condition (as it was at the time of installation).

7. The effective period of this MOU will begin upon the date of signature of both parties.

8. This MOU may be modified at any time, but both parties must agree to the modifications, and the modifications must be in writing.

9. Any notice under this agreement shall mean written notice, return receipt requested, sent to:

The City of Franklin
Attn: City Manager, Ms. Elizabeth Dragon
316 Central Street
Franklin, NH 03235,

and

The New Hampshire National Guard
Attn: DOIM
1 Minuteman Way
Concord, NH 03301-5607

William N. Reddel, III
Major General, NHNG
The Adjutant General

Date: _____

Elizabeth Dragon
City of Franklin
City Manager

Date: _____

LUIS MALDONADO
COL, NGB
United States Property and Fiscal Officer

Date: _____

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

Approving Attorney
New Hampshire Department of Justice

Date: _____

Approved for form, substance, and execution for the United States Property and Fiscal Officer:

JEFFREY S. CHANG
MAJ, NHNG
Legal Advisor

Date: _____