

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES  
AND PUBLIC PROTECTION  
AND  
CITY OF NORWICH**

AGREEMENT, made this day of \_\_\_\_\_, 2020, by and between the Connecticut Department of Emergency Services and Public Protection, Division of Statewide Emergency Telecommunications (hereinafter "DESPP"), acting herein by its Commissioner, James C. Rovella, having a principal business address at 1111 Country Club Road, Middletown, Connecticut, 06457, and the City of Norwich, acting herein by John L. Salomone, City Manager, duly authorized, hereinafter referred to as "the City", having a principal office at Norwich City Hall, 100 Broadway, Norwich, CT 06360. This Memorandum of Understanding ("MOU") is intended to set forth the parties' Agreement with respect to use of the Connecticut Land Mobile Radio Network (hereinafter "the CLMRN") by the City and use by the City of City-owned subscriber units for incorporation into the CLMRN.

*WITNESSETH:*

*WHEREAS*, DESPP maintains the Connecticut Land Mobile Radio Network (CLMRN);

*WHEREAS*, DESPP wishes to encourage the shared use of the CLMRN in the State of Connecticut;

*WHEREAS*, the City wishes to share in the use of the CLMRN in order to efficiently improve public safety communications and enhance public safety;

*WHEREAS*, both DESPP and the City believe that shared use of the CLMRN will improve public safety communications and enhance the interests of public safety within the City's borders, while it provides such improved service at a greater value to taxpayers;

*NOW, THEREFORE*, in consideration of mutual covenants and conditions hereinafter stated, the parties agree as follows:

**1. Effective Date and Term:**

This MOU shall be effective when all parties have executed it and all required approvals have been granted. This MOU may be modified upon the mutual written consent of the parties. The initial term of the MOU shall be for five years; renewable for four additional five-year terms. Each successive term shall automatically renew, unless the parties give two years' written notice.

**2. Authority to Enter into MOU:**

DESPP is authorized to enter into this MOU by action of the Commissioner of the Department of Emergency Services and Public Protection under authority of CGS § 4-8.

The City is authorized to enter into this MOU pursuant to its general powers provided under CGS § 7-148 et seq. and the City of Norwich Charter.

**3. City's Responsibilities:**

- A. Prior to joining the CLMRN, the City shall ensure that it meets all equipment and other requirements necessary to ensure compatibility with and protect against degradation of the CLMRN. Such equipment and other requirements shall include, but not be limited to, portable radios, mobile radios, dispatch consoles, building enhancements, antennas, cabling, backup power, recording devices and subscriber devices/units.
- B. The City may only use DESPP-approved radios, with authorized and validated serial numbers, talk groups and radio ID's. A list of approved radios is available upon request. The City is responsible for the programming of its subscriber units. Before programming any subscriber units, the City shall provide a list of the radios, each identified by: vendor/service provider, manufacturer, model number, serial number, configuration, firmware release, flash version or operating version, and the template it proposes to use.
- C. In the event that the City desires enhanced radio coverage that requires additional radio site(s), the City shall fund the costs of procuring and equipping any such additional sites. Maintenance costs for any such additional sites shall be the responsibility of the City.

**RESOLUTION #4**  
**EXHIBIT A**

- D. The City shall purchase all portable and mobile radios for **160** City subscribers approved by DESPP. Subsequent subscribers may be added by mutual agreement.
- E. The City shall provide compatible dispatch consoles, if desired.
- F. The City shall secure all necessary licensing fees for all City purchased and maintained equipment.
- G. The City shall fund, maintain, repair and secure reasonable upgrades to portable and mobile radios, dispatch consoles and other necessary equipment.
- H. The City may make further upgrades during the term of the MOU, provided that such upgrades are approved by DESPP.
- I. The City shall provide reasonable support to DESPP in managing the City's use of the CLMRN.
- J. The City and DESPP shall mutually agree on an initial programming template and all subsequent changes for all consoles and subscriber units.
- K. The City agrees to hold and treat all subscriber programming information as confidential/public safety sensitive and will not release any information to any third-party without approval of DESPP, except as provided by law.

**4. DESPP's Responsibilities**

- A. DESPP shall provide reasonable support to the City for the management of the CLMRN. "Reasonable support" contemplates that DESPP will make a "best effort" as such phrase is commonly understood. This MOU does not contemplate that DESPP will provide specific state resources or service levels. Additionally, DESPP does not make any warranties, express or implied, regarding operation of the CLMRN.
- B. DESPP shall make its best effort to ensure that participation by other municipalities will not degrade performance of the CLMRN within the City's borders.
- C. DESPP shall review requests for additional subscriber units or talk groups from the City and consider the capacity of the overall system, the impact on system

**RESOLUTION #4**  
**EXHIBIT A**

management, the desired grade of service as well as the system capacity in the geographic area of the City when rendering a decision on the request.

- D. DESPP agrees to resolve disputes between it and the City at the manager/supervisor level whenever practicable. Disputes that cannot be resolved at the designated manager/supervisor level shall be elevated to the level of the director of DSET or designee and the chief elected official or designee.
- E. DESPP shall be responsible for the assignment of subscriber identification numbers and assignment of talk groups. DESPP is not responsible for the programming of subscriber units not owned by DESPP.
- F. DESPP shall provide access to the CLMRN without charging a user fee or subscriber fee for the entire duration of this MOU.

**5. Other Terms and Conditions:**

- A. Subscriber unit coverage is not guaranteed and will vary from location to location. The City is encouraged to conduct its own radio communications coverage test to determine the expected coverage level in its desired coverage areas.
- B. Private calling permits properly programmed radios to engage in "one-on-one" conversations. Only the initiating and target radios are able to communicate. Private calling can significantly tie up system resources. At the discretion of DESPP, certain subscriber units of the City may be permitted to access private calling, after DESPP makes a determination of the need and potential impact to the System.
- C. System keys for programming are authorized only to the City for the purposes specified in this agreement. System keys are to remain in the possession of the designated City representative(s) at all times. When not in use, system keys shall be secured. System keys are subject to audit and will be issued for one year, renewable for the duration of the Agreement.
- D. The programming of unauthorized talk groups will be considered a violation of this MOU and may result in the revocation of programming privileges.
- E. The City assumes responsibility and liability for programming of its subscribers and its proper functioning.

**RESOLUTION #4  
EXHIBIT A**

- F. Programming can be a complicated and time consuming process. The City represents that those that are permitted to program radios to be used on the CLMRN have attended and successfully demonstrated competence at manufacturer-level training for the subscribers to be used on the network.
- G. The City represents and warrants to DESPP that it has duly authorized execution and delivery of this MOU and the obligations assumed by it hereunder; that the City shall comply with all applicable state and federal laws and municipal ordinances in satisfying its obligations under and pursuant to this MOU; that the execution, delivery and performance of this MOU shall not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following as applicable: (i) any provision of law; (ii) any order of any court or department; or (iii) any indenture, agreement, document, or other instrument to which it is a party or may be bound.
- H. This MOU, its terms and conditions and claims arising therefrom shall be governed by Connecticut law and court decisions without giving effect to Connecticut's principles of conflicts of laws.
- I. Nothing in this MOU shall be construed as a waiver or limitation of sovereign immunity by the State of Connecticut or DESPP.
- J. This MOU contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations and agreements, whether written or oral, between them respecting the subject matter herein.
- K. The parties each bind themselves, successors, assigns and legal representatives with respect to all covenants of this MOU.
- L. Any notices required or permitted under this MOU shall be deemed to be given when hand-delivered or one business day after pick up by an overnight express service to the parties below:

As to the City of Norwich:

City Manager or designee

Norwich City Hall

100 Broadway, Norwich, CT 06360

**RESOLUTION #4  
EXHIBIT A**

As to the State of Connecticut:

Director of Statewide Emergency Telecommunications or designee  
1111 Country Club Road  
Middletown, CT 06457

STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES  
AND PUBLIC PROTECTION

Date \_\_\_\_\_

By \_\_\_\_\_

James C. Rovella  
Its Commissioner  
Duly Authorized

CITY OF NORWICH

Date \_\_\_\_\_

By \_\_\_\_\_

John L. Salomone  
Its City Manager  
Duly Authorized