

MEMORANDUM OF UNDERSTANDING

Between the

NEW BOSTON POLICE DEPARTMENT

And

FRANCESTOWN POLICE DEPARTMENT

The agreement is made this _____ day of _____, 2015 between James R. Brace, Chief of Police, New Boston Police Department, and Steve Campbell, Officer-In-Charge, Francestown Police Department.

STATEMENT OF PURPOSE

The New Boston Police Department enters into this Memorandum of Understanding (MOU) with the Town of Francestown Police Department in order to establish a set of guidelines which will be followed when a written request is made to provide basic law enforcement services.

The Town of Francestown Police Department currently has a critical staffing level and has requested Law Enforcement assistance from the Town of New Boston.

AUTHORITY

Pursuant to NH R.S.A 48:11-A, a prior "Extended Police Authority Agreement" has been executed between the Towns. Under Section I., Sub-section (B) a Non-Emergency request is being made. The Requesting Agency is the Francestown Police Department, hereinafter "Francestown". The Responding Agency is the New Boston Police Department, hereinafter "New Boston".

DURATION

This agreement shall remain in effect until October 1, 2015 unless sooner terminated by either party. Either party may terminate this agreement upon written notice to the other party.

SUPERVISION

When a Non-Emergency request for Police services is made by Francestown, New Boston Officers performing a Law Enforcement service will remain under the authority of the New Boston Police Chief as outlined in Sub-section (V) in the Extended Police Authority Agreement.

SUITABILITY

The Town of New Boston asserts that each Officer of the New Boston Police Department has been properly appointed and is in compliance with the Police Standards and Training Rules Part 301, 302, and 404. It further asserts that each Officer is of good "Moral Character" as defined in 101.28.

SHARING INFORMATION

While performing a Law Enforcement service within Francestown, New Boston Officers will record their activities within the New Boston Mobile Call For Service (CFS) Log. These logs will be forwarded to the Francestown Chief of Police upon his request. In the event a Citation is issued, or an Offense, Arrest, or Accident Report is taken during the Patrol Function, the report will be completed within the New Boston Records system and then forwarded to the Francestown Chief. Any follow up investigation(s) will be conducted by Officers of the Francestown Police Department.

Throughout the period of this agreement New Boston Officers performing Law Enforcement services in Francestown will remain an employee of the Town of New Boston. Pursuant to NH RSA 105:13-b, their personnel files will remain confidential and will not be shared.

REPRESENTATIONS

Throughout the period of this agreement, New Boston Officers remain subject to all applicable rules of conduct, performance, training, and reporting requirements. Those requirements or protocols may be supplemented by either party prior to the execution of this agreement.

The Town of New Boston shall be responsible for making payment to the Officer incidental to services performed in the Town of Francestown. The Town of Francestown agrees to pay the Town of New Boston a rate of \$72.66 for each full hour of service. This rate shall cover the basic payroll costs for by the employee as well as basic equipment costs incurred by the Town of New Boston.

The Town of Francestown agrees to compensate the Town of New Boston for all costs related to worker's compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits or any other employee benefits if an Officer is injured or killed when acting within the scope of his official duties in the Town of Francestown. The Town of New Boston shall continue to provide coverage on their general liability insurance policy for it Officer(s).

The Town of Francestown agrees to compensate the Town of New Boston for all costs related to damage to equipment as outlined in Sub-section (IX) in the Extended Police Authority Agreement.

The Town of Francestown agrees to compensate the Town of New Boston for all costs related any claim or civil action brought against the Officer while acting within the scope of his official duties in the Town of Francestown. Unless otherwise agreed upon by the parties, the Town of New Boston will be responsible for the defense of any claim or civil action brought against its Officer(s).

This agreement is to be signed by the Town Administrator, Chief Law Enforcement Officer, and Chairman of the Board of Selectmen.

James R. Brace, Chief of Police
Town of New Boston

Date

Peter Flynn, Town Administrator
Town of New Boston

Date

Dwight Lovejoy, Chairman
Town of New Boston Board of Selectmen

Date

Steve Campbell, Officer-In-Charge
Town of Frankestown

Date

Michael T. Branley, Town Administrator
Town of Frankestown

Date

Abigail Arnold, Chairman
Town of Frankestown Board of Selectmen

Date