

James R. Brace
Chief

Town of New Boston Police Department

PO Box 338 • 116 Old Coach Road
New Boston, New Hampshire 03070-0250

(603) 487-2433 Business Phone
(603) 487-2889 Fax

Michael J. Masella
Lieutenant

Richard D. Widener
Sergeant

Catherine F. Widener
Administrative Assistant

MEMORANDUM

TO: PETER FLYNN, TOWN ADMINISTRATOR
CC:
FROM: JAMES R. BRACE, CHIEF OF POLICE
SUBJECT: HILLSBOROUGH COUNTY SHERIFFS AGREEMENT
DATE: MARCH 4, 2015

Peter,

Attached with this memo is an agreement between the Town of New Boston and the Hillsborough County Sheriffs Department to be signed by the Town Administrator.

Essentially, they have created a "Street Crimes Task Force" and in order to participate as member of the Task Force, they are requiring this document to be signed by both myself and the Town Administrator.

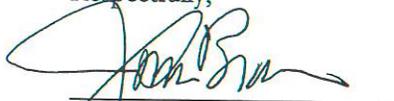
I have reviewed it and found it is a typical MOU/Mutual Aid type of agreement. However, you should also review it, possibly with Town Council, to make sure we (the Town of New Boston) are properly protected within the agreement.

At this time, we are not submitting anyone to become involved due to our staffing shortages. However, as we return to full staffing, I do envision participating in the unit as this would provide a great resource to our Officer(s), some advanced training and possibly more opportunities for forfeiture monies.

This unit was formed specifically to address the Theft and Burglary issues many towns are having as a direct result of the Heroin epidemic.

If I can answer any further questions related to this request, I would be happy to do so.

Respectfully,



James R. Brace
Chief of Police



Office of the Sheriff
HILLSBOROUGH COUNTY
Sheriff James A. Hardy



February 18, 2015

Chief James Brace
New Boston Police Department
116 Old Stage Coach Road
New Boston, NH 03070

Re: Hillsborough County Sheriff's Street Crime Task Force

Dear Chief,

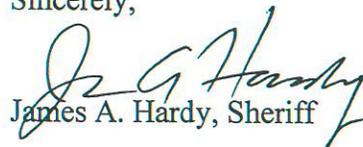
Enclosed please find three copies of the proposed Memorandum of Understanding, (MOU), related to the Street Crime Task Force for your consideration and review.

Please review and sign the original MOU, along with the appropriate Municipal authority, and return the original to my attention.

I am looking forward to continuing our collaborative efforts to reduce illegal drug activity and related property crimes.

Please contact myself or Chief Deputy Gary Fisher if there are any questions or concerns.

Sincerely,


James A. Hardy, Sheriff

HILLSBOROUGH COUNTY
SHERIFF'S
STREET CRIME TASK FORCE
MEMORANDUM OF UNDERSTANDING

This agreement is made this 3rd day of MARCH, 2015, between James A. Hardy, Hillsborough County Sheriff and James Brace, Chief of Police, New Boston, NH.

STATEMENT OF PURPOSE:

The participating law enforcement agencies, hereinafter referred to as Participants, enter into this memorandum of understanding with the Hillsborough County Sheriff, hereinafter referred to as Sheriff, in order to more effectively combat the distribution and use of illegal substances and property related crimes in their respective and neighboring communities. The Sheriff has created the Hillsborough County Sheriff's Office Street Crime Task Force, hereinafter referred to as H.C.S.O.S.C.T.F., to investigate these types of crimes.

The Participants recognize that these investigations cross town lines and are not restricted to single jurisdictions. To be effective, investigators must have the ability and the authority to pursue leads, suspects and evidence that is located in neighboring communities. The issues presented are well established and recognized.

The participating Chiefs of Police, hereinafter referred to as Chiefs, have requested assistance of the Sheriff to pursue investigations that exceed their individual jurisdictions.

AUTHORITY:

The Sheriff and his deputies have throughout the State the same powers to investigate crimes and to pursue and apprehend criminals that they have within and throughout Hillsborough County; RSA 104:6. The Sheriff is empowered to appoint Deputy Sheriffs and Special Deputies; RSA 104:3-e, RSA 104:4.

SUPERVISION:

The Street Crime Task Force Officers, hereinafter referred to as the DPO, will be under the authority and supervision of Hillsborough County Sheriff, or his designee, when conducting task force work.

A Participant Chief may request the Sheriff to appoint one or more of his officers as a Deputy Sheriff. The Sheriff, in his sole discretion, shall determine if an appointment as a Deputy Sheriff will be made. No funding has been allocated for these positions. *The appointment is limited to this specific type of investigation and is not a general*

appointment as a Sheriff's Deputy. The appointment restricts the Deputized Police Officer, hereinafter referred to as DPO, from exercising authority outside of approved unit operations (the mission for which the appointment has been made.)

The Sheriff shall conduct specific training for members of the unit. Each Chief agrees to provide opportunity for any designated officer/ DPO to attend trainings required by the Sheriff. The Sheriff shall be responsible for the cost associated with the training. Each respective department shall be responsible for the related payroll and expenses for the DPO

The Sheriff shall notify Police Standards and Training of the appointment at its inception and termination.

Any time the DPO utilizes the authority granted by the Sheriff they shall adhere to all rules and regulations, policies, protocols and procedures of the Hillsborough County Sheriff's Office. The Sheriff shall designate a notification procedure to be utilized whenever any DPO exercises the authority authorized under this agreement.

The Sheriff shall create and maintain a personnel file with respect to each officer assigned from a participant agency. Said file shall contain all "Laurie" material, firearms training and ICAC training and shall remain confidential pursuant to the provisions of RSA 105:13-b. The Participant Agency and the Sheriff shall share information from their respective personnel files. If either the participant Agency or the Sheriff receives a complaint about an Officer/ Special, or commences an internal investigation involving the Officer/DPO, it shall notify the Sheriff immediately. The Participant Chief shall obtain an executed release from the DPO as deemed necessary to facilitate this sharing of confidential information.

The Chief/Executive Officer of the Participant Agency, the Sheriff, and the DPO shall execute any waivers deemed necessary to effectuate this information sharing provision. *The Chief Executive Officer of the Participant Agency and the Sheriff, shall share personnel files, including all discipline and "Laurie" materials during the term of the appointment.*

DONATION OF SERVICES:

An investigation may originate in one community, but result in charges filed in another. The participants recognize that each community benefits from the removal of the contraband, the target offender(s) and any related crimes.

Each Participant's Chief may determine on a case-by-case basis whether to allocate personnel to a specific investigation.

Each Participant is responsible for all expenses related to personnel and equipment allocated to the investigation. Each participating municipality assumes liability for any loss, damage, expense, or other cost, or from loaning police equipment, or from donating the services of such personnel and such equipment without charge or cost to the County. This provision is intended to be similar to the provisions of RSA 106-C:8. It is distinguished in that the Sheriff has not requested said services. The Sheriff has entered into this MOU at the request of the Participant agencies/Chiefs.

SHARING INFORMATION:

The Sheriff and the Participant departments agree to share with the appropriate agencies any and all information within the jurisdiction related to online crimes and target suspects/offenders. Information sharing is critical to promote officer safety and successful investigation. Information identified as privileged, sensitive or secure shall not be further disseminated without notice to and/or approval of the investigating Task Force Officer.

Each Participant may designate additional personnel [non-deputized] who may participate in information sharing. All personnel shall be subject to the confidentiality provisions of the MOU.

USE OF CONFIDENTIAL INFORMANTS [CI'S]:

Each Participant jurisdiction may develop CI's. Care shall be given to protect the identity of CI's. Participants may bring information obtained from any reliable CI's. DPOs shall document CI contact and the basis of reliability sufficient to establish the CI information as reliable.

The DPO shall create and maintain a confidential file for each CI. The file shall document all information regarding the development of the CI. All "Giglio" material shall be properly documented within said file. A CI shall be referred to in all reports by number and in gender neutral terms.

No promises of specific consideration shall be made to a CI. *Consideration shall be limited to recommendations to be made to the County Attorney and or prosecuting authority.*

Any CI shall remain a CI of the DPO who developed said CI.

DURATION:

1. This agreement shall remain in effect until January 3, 2017 unless sooner terminated in accordance with this agreement.
2. Either party may terminate this agreement upon thirty (30) days written notice to the other party.

REPRESENTATIONS:

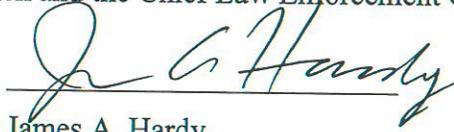
The Participant agrees and represents it has obtained authority for the following:

- Throughout the period of deputation, the DPO shall remain an employee of the participating Sending City or Town and will remain subject to all applicable rules of conduct, performance, training, and reporting requirements established by the Participants. Those reporting requirements may be supplemented by the procedures and protocols of the Task Force Program.
- The DPO shall have no claim under this agreement or otherwise against Hillsborough County for worker's compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other employee benefits.
- The Participants shall be exclusively responsible for the payment of all taxes incidental to the compensation paid for the services performed by the DPO, including but not limited to federal and state income, sales or use taxation.
- Hillsborough County will not withhold on behalf of DPO, pursuant to this agreement, any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any government agency. All such withholding shall be the sole responsibility of the Participants.
- At all times when acting under the direction of the Participants as a DPO and when acting within the scope of his official duties for the participating sending city or town and pursuant to the law enforcement authority arising from deputation pursuant to this agreement, the DPO shall be an officer or official of the participating sending city or town and shall be entitled to defense and indemnification against any claim or civil action brought against him in accordance with and as limited by municipal liability coverage provided by the Participants and consistent with NH law.
- The Participants agree that it shall provide worker's compensation insurance coverage for DPO in a form and an amount sufficient to satisfy the requirements of RSA 281-A or any other applicable law.
- The Participants has obtained authorization to grant indemnification, as described herein, from the appropriate empowered entity within his jurisdiction.

- The Participants shall continue to provide coverage for any assigned officer/DPO on the comprehensive general liability insurance policy, which covers members of that department. The Participants warrant that the policy covers activities of the officer while that officer is functioning as a DPO with the unit.
- The parties agree that the provisions of RSA 29-A apply to each DPO in connection with execution of their assignment to the unit.
- The Participants, as an employer, agrees to be responsible for any and all acts of DPO as an employee in accordance with federal, state and local law. The, as an employer, agrees to be responsible for any claims arising out of DPO's employment including, but not limited to, those related to benefits, ages, fees, penalties, withholding, damages, or taxes brought in connection with laws governing workers compensation, unemployment compensation, retirement systems, plans or programs, social security, Medicare, state or federal taxation and/or any other similar obligation associated with an employment relationship. The Participant's obligations hereunder shall survive the term of this contract.
- The Participant agrees to indemnify, defend and hold harmless Hillsborough County and Sheriff James A. Hardy from any and all liability, loss of damage, including but not limited to bodily injury, illness, death, or property damage, which Hillsborough County becomes legally obligated to pay, including reasonable counsel fees, as a result of claims demands, costs or judgments against Hillsborough County and James A. Hardy arising out of the negligent or intentional conduct of the DPO in connection with activities under this agreement. The Indemnification provided herein shall not extend to any claim, demand, cost or judgment arising in any way for motor vehicle operation to, from or between assignment areas.

This Agreement is to be signed by the Mayor, City or Town Manager or Administrator, or Chairman of the Board of Selectmen and the Chief Law Enforcement Officer.

Dated: 02-18-15



James A. Hardy
Hillsborough County Sheriff

Dated: 3/3/15



James Brace
Chief of Police

Dated:

Municipal Authority