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State of New Hampshire

DEPARTMENT OF SAFETY
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ROBERT L. QUINN
COMMISSIONER

February 1, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

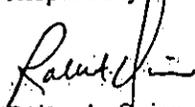
REQUESTED ACTION

Authorize the Department of Safety, Division of State Police (NHSP), to enter into a no-cost Memorandum of Agreement (MOA) with the Concord Police Department to work collaboratively in identifying and disrupting drug trafficking throughout the State of New Hampshire and the City of Concord. Effective upon Governor and Council approval.

EXPLANATION

The purpose of this Agreement is to work collaboratively in identifying and disrupting drug trafficking throughout the State of New Hampshire and the City of Concord. Concord Police Department no longer has a dedicated drug unit in their department. Recently the NH State Police Narcotics Investigation Unit (NIU) has worked numerous high level cases in the city, which highlighted the need for enhanced enforcement. This no-cost MOA assigns one or more Concord Police Officers to the NHSP NIU, to provide greater communication between the two departments and provided additional resources in the coordinated effort to combat illegal narcotics trafficking in the City of Concord and the State of New Hampshire.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

**The Concord Police and New Hampshire State Police
OFFICER ASSIGNMENT AGREEMENT TO NIU**

This Agreement is made by and between:

The Concord Police Department

and

The New Hampshire State Police

Purpose:

The purpose of this agreement is to work collaboratively in identifying and disrupting illicit drug trafficking throughout the State of New Hampshire and the City of Concord. Through this collaborative effort, we recognize that our resources will be better utilized and more productive by working together in a joint effort.

AGREEMENT

Assignment/Duration

1. The Concord Police Department agrees to assign one or more officers ("Assigned Officer") to the New Hampshire State Police Narcotics Investigations Unit (NIU) until the Officer's assignment is terminated by the Colonel of State Police or the Concord Chief of Police by thirty (30) days written notice to all parties, unless otherwise provided in this Agreement.
2. This Agreement and any prospective modifications are invalid unless approved by the parties via their respective contractual approval processes, which, for the New Hampshire State Police, requires approval by the Governor and Executive Council.
3. The day to day supervision of matters assigned to NIU shall be the responsibility of the NIU commander. Responsibility for the conduct of the Assigned Officer shall remain with the Concord Chief of Police.
4. The Chief of the Concord Police certifies that the Assigned Officer possesses the maturity, work ethic, and sense of individual responsibility necessary to engage in undercover drug enforcement.
5. The Concord Police Department certifies that it is not in possession of any information about the Assigned Officer that would require disclosure under Brady v. Maryland, Giglio v. U.S., State v. Laurie, or the Exculpatory Evidence Schedule protocols in the event that the Assigned Officer testifies as a prosecution witness in a criminal trial, or that would preclude the Assigned Officer from being considered for this assignment.
6. The Assigned Officer's assignment to the NIU is conditioned on his or her being of good behavior, and the parties understand and agree that any conduct that brings discredit on the New Hampshire State Police or the Concord Police Department or constitutes conduct unbecoming an officer may result in the immediate termination of the assignment. The Concord Police Department shall be responsible for conducting an internal investigation of the Assigned Officer as necessary, and shall be responsible for making any personnel determinations. The termination of the assignment by NIU shall not constitute discipline for any purpose.
7. For the safety of the Assigned Officer and NIU personnel and for the efficacy of their collaborative efforts under this agreement, the parties agree to keep the identities of the Assigned Officer and NIU personnel strictly confidential to the fullest extent of the law.

Compensation/Benefits

8. Throughout the Assigned Officer's assignment to the NIU, he or she shall remain an employee of the Concord Police Department, subject to all applicable rules of conduct, evaluation, performance, training, and reporting requirements established by the Concord Police Department.
9. The Concord Police Department shall continue to provide the Assigned Officer with a salary and benefits at the levels established by the Concord Police Department and the City of Concord throughout the Assigned Officer's assignment to the NIU.
9. The Assigned Officer will submit a weekly timesheet to the Concord Police Department.

10. Prior to submitting the timesheet to the Concord Police Department, the Assigned Officer shall have the timesheet reviewed and approved by the NIU Supervisor.
11. The NIU Supervisor will organize work schedules in a manner that minimizes overtime.

Authority/Credentials/Equipment

12. In order to be eligible for assignment to NIU, the Officer must have already obtained statewide law enforcement authority from the County Sheriff pursuant to RSA chapter 104:3 and the Assigned Officer must provide Director of the State Police with official documentation of such authority. The Assigned Officer will exercise that authority outside the jurisdiction of the City of Concord only as directed by the NIU Supervisor and his/her Command staff.
13. The Concord Police Department will provide the Assigned Officer with a firearm, concealable ballistic vest, portable radio and any equipment required of a plain-clothes officer working for the Concord Police Department. The Concord Police Department will be responsible for any repair or replacement of this equipment in accordance with the Concord Police Department policy.
14. The Concord Police Department will provide the Assigned Officer a vehicle and be responsible for gas for said vehicle.
15. While assigned to the NIU, Assigned Officer shall comply with approved policies and procedures of the Concord Police Department and the New Hampshire State Police. If a New Hampshire State Police policy or procedure conflicts with the policies and procedures of the Concord Police Department, the Assigned Officer shall promptly bring the conflict to the attention of the NIU Supervisor and the Concord Police Department.
16. Where no such New Hampshire State Police policies and procedures exist, the Assigned Officer shall follow the policies and procedures of the Concord Police Department. Failure to adhere to New Hampshire State Police and the Concord Police Department policies may result in the immediate removal from the NIU.
17. In the event that the Assigned Officer is suspended by the Concord Police Department, the Concord Police Department shall notify the New Hampshire State Police immediately. The State Police will then suspend any responsibilities or assignments of the Assigned Officer.

Criminal Conduct/Misconduct by the Assigned Officer

18. In the event an allegation is made against the Assigned Officer involving potential criminal conduct or misconduct constituting a violation of Concord Police or New Hampshire State Police rules, regulations, policy, or lawful order of the NIU Supervisor, or conduct unbecoming an officer, or conduct that brings discredit to the Concord Police Department or the New Hampshire State Police, the Concord Police Department or New Hampshire State Police, whichever receives the allegation, shall notify the other immediately.

Firearms Qualifications/Training

19. The Concord Police Department certifies that the Assigned Officer has successfully completed firearms training and qualifications, and use-of-force training within the past year, which satisfy the requirements of New Hampshire law and the regulations issued by the New Hampshire Police

Standards and Training Council ("PS&T").

20. Throughout the Assigned Officer's assignment to NIU, the Concord Police Department shall recall the Assigned Officer as necessary to complete annual firearms qualifications and use-of-force training that satisfy the Concord Police Department, State law, and PS&T requirements. The Assigned Officer shall, while on official duty, carry only those firearms that are approved by the Concord Police Department and which the Assigned Officer has properly qualified with.
21. Throughout the Assigned Officer's assignment to NIU, the Concord Police Department shall recall the Assigned Officer as necessary to satisfy those physical fitness standards as required by RSA 106-L:6 and PS&T requirements, or any other mandatory training.
22. Throughout the Assigned Officer's assignment to NIU, the Concord Police Department shall recall the Assigned Officer as necessary to complete the in-service training requirement of eight (8) hours annually to maintain law enforcement certification through PS&T.
23. The NIU Supervisor shall provide, upon request, to the Concord Police Department a copy of documentation of any and all training provided to the Assigned Officer, while assigned to the NIU.
24. The New Hampshire State Police shall provide the Assigned Officer with training in drug law enforcement. The NIU Supervisor shall make every reasonable effort to send the Assigned Officer to DEA or equivalent schools or seminars, at Concord Police Department expense, focused on developing knowledge and skills beneficial to drug law enforcement in New Hampshire.

Reporting/Services to the Sending Department

25. The Assigned Officer shall report in person to the Concord Police Department at least once a week or as otherwise directed by a Concord Police Department Supervisor. This visit shall include direct contact with the CPD Supervisor. The Assigned Officer shall provide an oral report on his/her activities at the NIU; such oral report to be pre-approved by NIU.
26. If requested by the Concord Police Department, the NIU Supervisor or designee shall provide a written summary of the Assigned Officer's performance and professional development as an NIU member.

Law Enforcement Services

27. The Concord Police Department agrees to actively encourage its Department members to cooperate with developing viable leads and targets. The Concord Police Department recognizes that the volume of work performed in its City by the NIU will be significantly dependent on the volume of viable leads the Concord Police Department is able to provide to the NIU.
28. The NIU will from time to time have a need to conduct multiple search/arrest warrant services, multiple site raids, or other operations in the jurisdiction of the Concord Police Department that will require resources beyond the capability of the NIU. The NIU Supervisor will endeavor to pre-plan these activities with the Concord Police Department. The Concord Police Department agrees to provide that level of support, which is available using its necessary resources.
29. The NIU Supervisor and Assigned Officer shall be the primary channel of communication with the Concord Police Department regarding ongoing NIU enforcement activity and specific operations within the Concord Police Department's jurisdiction. The NIU agrees to provide, in most cases

through the Assigned Officer, notice to the Concord Police Department when the NIU anticipates making planned arrests or searches in the City of Concord. The NIU agrees to make notice, in most cases through the Assigned Officer, as soon as practical following unanticipated arrests or searches in the City of Concord.

Insurance

- 30. Throughout the term of this Agreement, Assigned Officer remains an employee of the Concord Police Department and shall be covered by the Concord Police Department worker's compensation insurance coverage in a form and an amount sufficient to satisfy the requirements of RSA 281-A or any other applicable law.
- 31. The Concord Police Department agrees to maintain and continue comprehensive general liability insurance, or similar coverage, on and for the Assigned Officer in a form and amount equal to that for other members of its Department. The parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees in accordance with applicable law.

I have read and agree to the terms and conditions set forth above and hereby agree to assign one or more Concord Police Department officers to the New Hampshire State Police NIU for the period specified herein, and further make the certifications regarding the Assigned Officer's training and qualifications set forth above.

BRADLEY C. OSBORN
Print Name

[Signature] 12/27/21
Chief of Police Signature Date

I have read and agree to the terms and conditions set forth above:

NATHAN A. NOYES
Print Name

[Signature] 01/03/22
State Police Colonel Signature Date

Robert L. Quinn
Print Name

[Signature] 1-5-2022
Commissioner Robert L. Quinn Signature Date