

CSG



# State of New Hampshire

DEPARTMENT OF SAFETY  
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ROBERT L. QUINN  
COMMISSIONER

May 14, 2024

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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 (SP) to **retroactively** enter into a Memorandum of Understanding (MOU) with the City of Concord (VC#177376-B007), in the amount of \$5,310.00 for increased security at the New Hampshire Hospital. Effective upon Governor and Council approval for the period of November 25, 2023, through June 30, 2024, 100% Transfers from Other Agency.

Funding is available in the SFY 2024 as follows:

02-23-23-234010-42150000 - Dept. of Safety – NHH Security	<u>SFY 2024</u>
018-500106 Overtime	\$4,000.00
060-500631 Benefits	<u>\$1,310.00</u>
Total	\$5,310.00

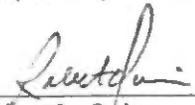
### EXPLANATION

This request is **retroactive** because of the immediate need following the fatal shooting in November at the hospital.

The purpose of this MOU is to utilize the Concord Police Department (CPD), due to staffing shortages, to patrol the New Hampshire hospital's buildings, roads, and grounds of the campus. Because of the staffing shortages and an increased need for security at the hospital, the Department of Safety needs supplemental law enforcement resources.

In the event that Transfers from Other Agency Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

  
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Robert L. Quinn  
Commissioner of Safety

## **Memorandum of Understanding**

**Whereas**, the DOS is a duly constituted agency of the State of New Hampshire and pursuant to RSA 21-P:7-b, the DOS is authorized to organize a state office complex police force for the purposes of patrolling the New Hampshire hospital's buildings, roads and grounds of the campus;

**Whereas**, the CPD is a duly constituted municipality of the State of New Hampshire where the New Hampshire Hospital is located at 36 Clinton Street;

**Whereas**, due to staffing shortages, and an increased need for security at the hospital, DOS is in need of supplemental law enforcement resources, and DOS desires to engage with CPD to enhance law enforcement services at the New Hampshire Hospital.

**NOW, THEREFORE**, the parties enter into this Memorandum of Understanding to their mutual benefit to set forth the parties' duties and obligations and hereby agree as follows:

1. Effective November 25, 2023, certified officers of the CPD will be eligible to fill exterior security shifts at the New Hampshire Hospital. The cost associated with the CPD officer will be billed to DOS and DOS will remit payment to CPD.
2. Duties during exterior security shifts will include general police presence and response to any and all police-related calls around the exterior of the New Hampshire Hospital as well as oversight of the employee entrance area.
3. Scheduling of such shifts will be determined and coordinated by DOS, specifically the New Hampshire State Police. It is understood by both parties that a CPD officer assigned to a patrol under this agreement will be available for a minimum of 4 hours, and preferably available for 8 hours. New Hampshire State Police will, upon creation of a new 4-week schedule or when otherwise appropriate to fill approaching shifts, share shift availability with CPD Watch Commanders for dissemination to CPD staff. Shifts will be scheduled by calling State Police Communications, where the supervisor on duty will edit the schedule to include the name of any CPD member willing to work an available shift.
4. CPD shall furnish and supply all necessary police equipment, including police vehicle, necessary to perform services under this Agreement.
5. CPD officers working exterior security shifts will maintain communications with State Office Complex Police Force Dispatch and may also maintain communications with CPD dispatch and relay information pertaining to any emergency or unusual events.

6. It is anticipated that CPD officers assigned to this patrol will likely be performing work in excess of their normally scheduled workweek. It is understood and agreed that should a CPD officer incur overtime as a result of being assigned to a patrol pursuant to this agreement, DOS agrees to reimburse CPD for overtime wages and costs incurred under this Agreement.
7. "Overtime wages" as defined herein shall mean the overtime hourly rate of pay for the person filling a shift under this agreement.
8. CPD shall supply its members with use of a department cruiser for use under this agreement. CPD shall be reimbursed, along with the amount required to compensate CPD employees, \$17 per hour for the provision of cruisers utilized under this agreement.
9. CPD shall invoice DOS on a monthly basis and DOS agrees to remit payment within 15 days.
10. Any notices required under this MOU shall be made to the following persons:

**DOS:**

**Commissioner Robert L. Quinn**  
**Robert.L.Quinn@dos.nh.gov**  
**(603) 223-3889**

**CPD:**

**Chief Bradley C. Osgood**  
**bosgood@concordpolice.com**  
**(603) 225-8600**

11. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The DOS shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
12. This Memorandum of Understanding may be amended at any time by written agreement of the parties. It may be terminated by either party upon thirty (30) days written notice to the other parties.

13. This Memorandum of Understanding shall be construed in accordance with the laws of the State of New Hampshire.
14. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
15. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
16. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
17. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

IN WITNESS WHEREOF THIS MEMORANDUM OF UNDERSTANDING HAS BEEN EXECUTED on this 12th day of April 2024.

Print Name ROBERT QUINN

Signature [Handwritten Signature]

Commissioner,  
Department of Safety

Print Name Bradley C. Wood

Signature [Handwritten Signature]

Chief of Police,  
Concord Police Department