

The Town of Durham, New Hampshire

And

University System of New Hampshire
University of New Hampshire
Durham Campus

Law Enforcement Services Agreement

Purpose

The University System of New Hampshire Board of Trustees, through the UNH Chancellor, delegates to the President of the University of New Hampshire the responsibility to ensure for the safety and security of the University. Police Officers are employed for the purpose of law enforcement and security of the students, faculty, staff and visitors.

The Town of Durham, New Hampshire and through its Chief of Police, agrees to provide police appointments to designated members of the University of New Hampshire Police Department, provided that such members have passed all of the requirements for appointment including training. All persons so appointed shall have the same police powers consistent with every other police appointment made by the Town of Durham, New Hampshire Chief of Police as defined by this agreement with the understanding that said appointments are for UNH only and confer no right of continued employment with the Town.

It is understood that the Town of Durham, New Hampshire and the University of New Hampshire each recognize that the citizens of the Town of Durham should not be burdened with providing law enforcement services to the University community without adequate compensation. Therefore, the University of New Hampshire agrees to assume the responsibility of law enforcement on all University of New Hampshire property within the Town of Durham, New Hampshire subject to the command of the Town's Police Chief. The University of New Hampshire recognizes pursuant to New Hampshire statute that the Town of Durham Police Chief is the chief law enforcement officer within the Town of Durham.

Appointment of Police Officers for the University of New Hampshire

The Town of Durham, New Hampshire shall, upon request of the University of New Hampshire Chief Law Enforcement Officer, or his/her designee, provide police appointments to those persons so designated to serve as police officers for the University of New Hampshire Police Department. All persons whose names are submitted for appointment shall be subject to and conform to all relevant administrative rules and regulations of the New Hampshire Police Standards and Training Council.

The Town of Durham Police Chief shall have the right to immediately suspend without hearing the Town's grant of appointment pending a hearing and may permanently terminate after notice and the opportunity to be heard, the police appointment of any University of New Hampshire police officer, except that said termination shall only be after a presentation of reasons to the Chief Law Enforcement

Officer for the University of New Hampshire. The decision of the Durham Police Chief shall be final and binding upon the University.

Police Authority

Generally, and by virtue of their police appointments by the Town of Durham Police Chief, University of New Hampshire police officers shall have law enforcement authority within the Town of Durham without limitation, except as hereinafter provided.

Exercise of Police Authority/University of New Hampshire

Police Officers employed by the Durham Police Department shall defer from exercising their law enforcement authority on University of New Hampshire ways and properties except when violations of law occur in their presence, when in pursuit of a law violator or suspected law violator, when conducting criminal investigations, when requested to do so by a University Police official, or in all other situations when the safety and/or welfare of the public required immediate law enforcement action. The terms expressed herein shall not be interpreted as limiting in any way the statutory authority of the Durham Police Department of any of its officers.

Special Details

Necessary traffic control or direction that may be required upon ways maintained by the Town of Durham arising prior to, during or immediately following an event sponsored by or held at the University of New Hampshire shall be the responsibility of the Durham Police Department unless it has specifically requested the University of New Hampshire Police Department to assume said traffic responsibilities. The only exception shall be for those events outlined in the December 24, 1996 Durham Special Event – Whittemore Center Procedure.

The assignment of personnel inside the Whittemore Center, Field House, Cowell Stadium, the Memorial Union Building, and all other campus locations will be the responsibility of the University of New Hampshire Police Department. Durham Police Department members may be used in this capacity at the request of the University of New Hampshire Police. The University of New Hampshire Police Department will coordinate operational plans with the Town of Durham Police Department when major events that may have an impact on the Durham community are anticipated. The only event excepted from the above shall be the Town of Durham Fourth of July celebration, held annually at Cowell Stadium.

Reporting of Campus Crime and Arrests to the Town of Durham

It is recognized that the University of New Hampshire Police Department houses, maintains and operates a law enforcement computer system. All University of New Hampshire Police Department and crime and arrest data is available 24 hours a day for review by the Town of Durham Police Department and vice versa.

The Town of Durham Police Department agrees to provide access to its record system so that the University of new Hampshire Police Department can correlate crime and arrest data as may be necessary to fulfill the University's requirement to report under the Federal Campus Crime and Clery Acts.

Mutual Aid Agreements

The University of New Hampshire Police Department may enter into a Mutual Aid Agreement as defined in RSA 105:13 only with the express written agreement of the Town of Durham Police Chief. Any such agreement must include language to the effect that the cooperating town will assume all responsibility of any kind for the participation of UNH Police Officers. Copies of Mutual Aid Agreements shall be sent to the Town of Durham Chief of Police for his/her file.

University Police Department Policies and Procedures

The University of New Hampshire Police Department desires to maintain an agency that is committed to excellence and will, as a condition precedent to the continuation of this agreement maintain their CALEA accreditation status as obtained in 2007.

Training of University Police Department Members

The University Police Department agrees to comply with all administrative rules and regulations of the New Hampshire Police Standards and Training Council. Records of compliance shall be kept at the University Police Department and copies shall be provided to the Chief of the Durham Police Department upon request.

Indemnifications of the Town of Durham for Actions of University Police Officers

The University of New Hampshire agrees to carry liability insurance for members of the University Police Department. The University of New Hampshire agrees to add the Town of Durham as additional insured to the policy.

The University shall completely and fully indemnify and hold harmless the Town of Durham from any and all causes of action; including but not limited to negligent hiring, retention, training, discipline and any other acts of negligence or omission on the part of any University Police Officer while acting in their official capacity, regardless of where said acts may occur within the Town of Durham or while on assignment outside of the Town of Durham acting pursuant to a valid mutual aid agreement as herein above defined except to the extent that the actions of the University Police Officer were proper and legal acting under the direction of the Town of Durham Police Department in rendering mutual aid or any similar form of assistance to the Town of Durham's Police Department.

Specifically, by agreeing to fully and completely indemnify the Town, the University is agreeing not only to satisfy any judgments or settlements against the Town as a result of any action brought against the Town as a result of any action or inaction of a UNH Police Officer, but also to reimburse the Town for any and all expenses reasonably incurred by it, including but not limited to attorney's fees, reasonable costs of defense in preparation of the Town's employees and any other reasonable costs. The University specifically agrees that the Town retains the right to use its own attorneys to defend any separate claim against the Town if it so chooses or to protect its interest.

Mutual Understanding

The University of New Hampshire and the Town of Durham agree that the primary duty and obligation of each of their respective law enforcement agencies is to provide professional law enforcement

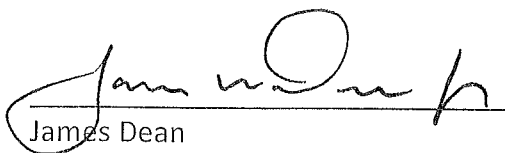
protection services within their primary geographical areas as herein above defined, and further, that each shall comply, where practicable, with request for assistance from the other. It is understood by each party to this agreement that such requests are voluntary, but in no instance shall such requests be unreasonably withheld. Durham and UNH Police personnel shall be provided with radio frequencies that allow monitoring of each other's activity. Whenever a police unit finds it necessary to take enforcement action/s within the boundaries of the other's jurisdiction the on duty Supervisor shall be notified as soon as reasonably possible and request assistance if necessary.

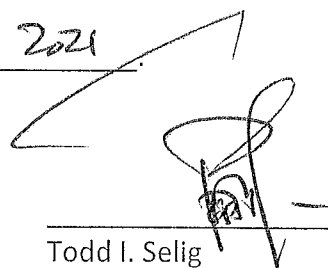
The parties agree that consistency and uniformity of law enforcement within the entire Durham community is paramount in spite of the fact that there are two separate police departments operating within the community. Accordingly, the Town of Durham and the University of New Hampshire recognize, affirm, and agree that their approach to law enforcement will not be altered or abridged by virtue of the fact that the University population is primarily students, faculty and staff of the University of New Hampshire or as a result of the fact that the University of New Hampshire Police may provide additional security services or other services to the campus residents and the University administration beyond what a municipal police officer might normally provide.

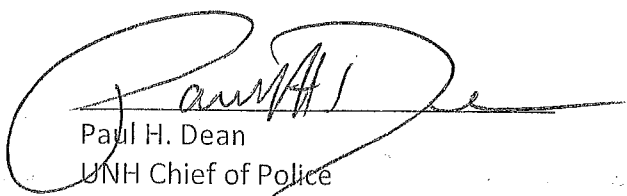
Should a court of competent jurisdiction deem any portion of this agreement void, then all remaining parts hereof shall remain in effect.

The term of this agreement will remain in full force and effect until amended or terminated in writing with (6) six months notice by authorized representatives of the University of New Hampshire and the Town of Durham. The Town may terminate this agreement with 60 days notice if the University of New Hampshire fails to comply both with the letter and spirit of this agreement.

Signed on this 1st day of FEBRUARY 2021.


James Dean
President, University of New Hampshire


Todd I. Selig
Durham Town Administrator
As authorized by the Durham Town Council


Paul H. Dean
UNH Chief of Police


Rene Kelley
Durham Chief of Police