

EXTENDED AUTHORITY AGREEMENT

LITTLETON, NH

Pursuant to RSA 48:11-a, and 105:13, the Chiefs of Police of the above named municipalities agree to the following terms and conditions of "EXTENDED AUTHORITY", as set forth in this document.

1. **PURPOSE:** To establish operating guidelines for the implementation of RSA 105:13 which allows for the extension of authority of one municipal police agency to another municipal jurisdiction in the event of an emergency.

2. **DEFINITION OF EMERGENCY:** Emergency is defined as a situation calling for immediate action or attention. It is usually a sudden, generally unexpected occurrence or set of circumstances demanding immediate attention, but not necessarily limited to unexpected occurrences. For the purpose of this section, an emergency may be a traffic accident, serious criminal offenses, or any situation which if not attended to immediately will likely result in deprivation of property or injury to a person or persons. In furtherance, an emergency exists if a community is without police protection at the time of an emergency. For the purposes of this section, emergencies are not exclusively limited to those described herein.

- a. Each party hereby requests under the following condition, assistance of the other and his duly sworn officer will arrest powers.
- b. This section **SHALL** remain in effect until rescinded or amended in writing by either signatory of the Agreement.
- c. When an officer on or off-duty is in the community that he/she is not employed and he/she observes or becomes aware of an emergency which if not immediately acted upon will likely result in loss to property or injury to a person and an officer of jurisdiction is not immediately available to make a request for enforcement action, the non-jurisdictional officer **MAY**:
 - (1) Temporarily detain the violator.
 - (2) As soon as possible, the officer shall notify the appropriate ranking on-duty law enforcement official of that Town of the emergency action taken.
 - (3) The non-jurisdictional officer shall stand by for further requests from the ranking jurisdictional officer and he/she shall then act as directed by the ranking officer of the requesting Town.

- (4) The responding non-jurisdictional officer **SHALL** comply with directions of the ranking jurisdictional officer on-duty. The responding officer **SHALL** abide by the Laws of the State of New Hampshire and the Constitutions of the State of New Hampshire and the United States.
- (5) Provide the department of jurisdiction all reports and documents involving the enforcement action.
- (6) It **SHALL** be the community in which the enforcement action took place which **SHALL** have the responsibility for prosecution.

d. In the case of non-jurisdictional officer rendering assistance in another community at the **REQUEST OF THE RANKING ON-DUTY LAW ENFORCEMENT OFFICER:**

- (1) The request for assistance **SHALL** come from the available ranking officer of the requesting Town.
- (2) The responding officer **SHALL BE ON-DUTY**.
- (3) The responding non-jurisdictional officer **SHALL** comply with directions of the ranking jurisdictional officer on-duty. The responding officer **SHALL** abide by the Laws of the State of New Hampshire and the Constitutions of the State of New Hampshire and the United States.
- (4) The jurisdictional department **SHALL** accept the responsibility for the prosecution of the cases arising out of a request for assistance from the non-jurisdictional department.
- (5) It **SHALL** be the responsibility of each respective department to train all of their officers that there are two parts to this Rule and Regulation, and make them familiar with what is expected of them in order to satisfy the meaning and intent of the **EXTENDED AUTHORITY AGREEMENT**.
- (6) Any officer of a municipality hereto furnishing aid to the other municipality shall remain employed by the community that originally employed him/her, and the municipality furnishing aid **SHALL** at all times, be responsible for his/her wages, workmen's compensation and all other duties and responsibilities pertaining to his/her employment, in furtherance of NH RSA 105:13, and all motor vehicles and equipment owned by the responding Town and used by the responding property of the responding Town.

- (7) The signatories agree to provide professional liability insurance for its sworn personnel. In furtherance, the signatories agree to provide fleet insurance for vehicles utilized by that department. In the event professional liability or fleet insurance is not provided by a signatory, the signatory agrees to notify those parties named in the agreement.
 - (8) It is mutually understood and agreed that the primary duty of each party is to provide adequate police protection within its own municipality and compliance with a request for assistance is voluntary and not compulsory for the party from which aid is requested. The extent of aid **SHALL** be determined solely by the party furnishing the aid, and the furnished aid **MAY** be recalled at the discretion of the party furnishing such aid.
- e. It is the intent of this agreement to comply with the provisions of New Hampshire RSA 105:13 as amended.
 - f. Should any portion of this agreement be deemed void by a court of competent jurisdiction, then all remaining parts hereof **SHALL** remain in effect. The word "jurisdiction" and the phrase "non-jurisdictional" are in all cases meant to be descriptive only.

Attest: See attached

The Littleton Police Department has a Mutual Aid Agreement with the following agencies

<u>AGENCY</u>	<u>EFFECTIVE DATE</u>
Bath Police Department	8/7/07
Benton Police Department	6/1/07
Bethlehem Police Department	3/31/09
Carroll Police Department	6/11/07
Dalton Police Department	6/1/07
Franconia Police Department	6/4/07
Haverhill Police Department	3/01/11
Lancaster Police Department	5/31/07
Landaff Police Department	6/6/07
Lisbon Police Department	5/31/07
Monroe Police Department	6/2/07
Plymouth Police Department	6/1/07
Sugar Hill Police Department	9/10/07
Whitefield Police Department	5/31/07
Woodstock Police Department	1/02/08