Purpose: To set guidelines for the establishment of contractual agreements.

Policy Statement: The provision of law enforcement services for which a fee is paid should always be based on a contractual agreement. Unless preempted by higher governmental authority, this agency will initiate a written contract that describes those services being provided to another agency or services being provided to the North Little Rock police Department. This policy excludes off-duty employment as prescribed in North Little Rock Police Department Policy Directive 20-05, Off Duty Employment.

Summary of Changes: New format.

Definitions:
Law Enforcement Services: Traditional public safety duties which are performed over a specified period of time, which may include patrol services or specialized investigative services.

1 Procedure:
1.1 Prior to the sale or purchase of law enforcement services, this agency will conduct a thorough study of the problems, needs and capabilities of the involved agencies.
1.2 Prior to the execution of agreed upon services to be rendered, this agency will prepare a written contractual agreement that contains the following:
   1.2.1 Clear and precise statements identifying the nature and extent of the specific services to be provided; [CALEA 3.1.1a]
   1.2.2 Specific language dealing with the financial agreements between involved parties; [CALEA 3.1.1b]
   1.2.3 Specification of the records to be maintained concerning the performance of services rendered by the providing agency; [CALEA 3.1.1c]
   1.2.4 Language that addresses the duration, scope, modification, default, renewal and termination of the contract; [CALEA 3.1.1d]
   1.2.5 Specific language that determines who will defend the providing agency in the event of a lawsuit and should also include language that deals with a variety of contingencies that have legal implications; [CALEA 3.1.1e]
   1.2.6 Stipulations that the providing agency maintains control over its personnel; [CALEA 3.1.1f]
   1.2.7 Specific arrangements for the ownership, responsibility, use and maintenance of equipment and facilities; [CALEA 3.1.1g]
1.3 All contracts will be reviewed and approved by the City Attorney’s Office.
1.4 All contracts must be signed by the Mayor of North Little Rock.
1.5 Members of this agency performing any contracted law enforcement service under a City contract will retain all his/her employment benefits. [CALEA 3.1]

Mike Davis
Chief of Police