

GENERAL MANAGEMENT

CONTRACTUAL AGREEMENTS FOR LAW ENFORCEMENT SERVICES

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