

	POLICY & PROCEDURE	SERIES # 647	PAGE 1 OF 3
	SUBJECT		EFFECTIVE DATE
	<b>CONTRACTUAL AGREEMENTS FOR LAW ENFORCEMENT SERVICES</b>		<b>05/01/02</b>  OVERSIGHT <b>Support Services</b>
DISTRIBUTION ALL MANUALS	AMENDS/SUPERSEDES/CANCELS P&P # 647 – dated 10/12/88		

I. PURPOSE:

The purpose of this policy is to provide guidance for Division personnel when entering contractual agreements to provide law enforcement services to outside agencies or organizations.

II. POLICY:

It shall be the policy of the Hampton Police Division to enter into precise contractual agreements with other organizations to provide law enforcement services only after careful analysis and evaluation of local problems, needs, capabilities, and alternative service methods.

III. PROCEDURE:

A. Requests

All requests by outside agencies and organizations for the provision of law enforcement services will be directed to the Office of the Chief of Police.

B. Analysis of Need

The Chief of Police will direct the Commander of the **Administrative** Branch to conduct an analysis of the proposed contractual service to be provided. The analysis will assess the need of the service to be provided, Division capabilities to provide the service, and offer alternative service methods that may be available. A recommendation will be forwarded to the Chief of Police based on the analysis conducted.

C. Contract

All contracts entered into by the Hampton Police Division to provide law enforcement services will include the elements addressed in this section.

---

APPROVED:  
CHIEF OF POLICE



1. Any contract for law enforcement services will include a specific statement or statements describing the services to be provided.
2. Any contract for law enforcement services will include specific language addressing the financial agreement between the Hampton Police Division and the agency or organization receiving the law enforcement services. The following should be addressed in the body of the contract as appropriate:
  - a. Salaries and fringe benefits
  - b. Payment for support services
  - c. Overhead Costs
  - d. Administrative/Record keeping costs
  - e. Time and manner of payment
  - f. Procedures for the disposition of and revenue generated by the provision of the law enforcement services
  - g. Other direct and indirect costs as appropriate
3. Any contract for law enforcement services will include stipulations for the maintenance of police records and reports concerning the provision of law enforcement services. Such records may include arrest reports, calls for service, and other reports determined necessary by the Hampton Police Division.
4. Any contract for law enforcement services will include effective beginning and termination dates for the service, conditions surrounding the provision of service, and procedures for termination, renewal, or amendment to the contract.
5. Any contract for law enforcement services will include language that addresses legal contingencies such as:
  - a. Default on the contract
  - b. Provision of legal council in the event that any lawsuits may arise
  - c. Provision for the payment of compensation in the event that any party to the contract is held liable by a court of law
  - d. Procedures to be followed in the event that tort action is taken against Hampton Police Division personnel.
6. Any contract for law enforcement services will stipulate that the Hampton Police Division will maintain control (authority and accountability) over its personnel, equipment and facilities.

D. Review of Contracts

The Commander of the **Administrative** Branch will conduct an annual review of all long term, continuing contracts for the provision of law enforcement services that may be in effect. A written recommendation will be forwarded to the Chief of Police addressing the need for continuing the contract.

E. Employment Rights

The Hampton Police Division will not enter into any contracts for the provision of law enforcement services that may abridge the employment rights of those members of the Division assigned to fulfill the contract.