

DALTON POLICE DEPARTMENT

	<i>Effective Date</i>	<i>Number</i> GO91-2.21
<i>Subject</i> Contractual Agreements		
<i>Reference</i> CALEA Standard – 3.1.2		<i>Revised</i> December 17, 2019 28, 2021
<i>Distribution</i> All Personnel	<i>Re-evaluation Date</i> December 2021 2023	<i>No. Pages</i> 4

I. Policy

~~It is the policy of~~ The Dalton Police Department ~~to~~ may enter into contractual agreements for paid law enforcement services, either provided by or for the Department.

II. Definitions

- A. *Contract* – A written promissory agreement by which two or more parties agree, upon sufficient consideration, to do or not to do a particular thing or things.
- B. *Paid Law Enforcement Services* – Law enforcement services performed under contract. This includes, but is not limited to, general patrol activities, follow-up investigation, and the provision of support services, such as records and communications. It does not include correctional services, such as booking, incarceration, or probation.
- C. *Provider Agency* – An agency that provides law enforcement services to another agency. Of necessity, this might also include the provision of equipment and / or supplies incidental to the services provided.
- D. *Receiver Agency* – An agency that receives law enforcement services from another agency. Of necessity, this might also include the receipt of equipment and / or supplies incidental to the services received.

III. Needs Assessment

- A. ~~After the effective date of this directive,~~ No contract for paid law enforcement services as a receiver agency shall be entered into without first conducting a needs assessment.
- B. The needs assessment shall include:
 - 1. An analysis of problems, needs, and capabilities.
 - 2. An analysis of alternative methods of obtaining services to resolve the problem(s) or meet the need(s).

IV. **Written Agreement / Contract**

- A. A written agreement or contract shall govern paid law enforcement services provided by or for the Department.
- B. The elements of such agreements or contracts shall include, but not be limited to, the following:
 - 1. A statement of the specific services to be provided
 - 2. Specific language dealing with the financial agreements between the parties
 - 3. Specification of the records to be maintained concerning the performance of the services by the provider agency
 - 4. Provisions dealing with the duration, modification, and termination of the agreement or contract
 - 5. Provisions for dealing with legal contingencies
 - 6. Provisions stipulating that the provider agency maintains control over its personnel
 - 7. Specific arrangements for the use of equipment and facilities
 - 8. A procedure for review and revision, if needed, of the agreement or contract
- C. Each contract for paid law enforcement services entered into by the Department shall be reviewed and signed by the Mayor or City Administrator (City of Dalton Purchasing Policy Section 3-21).

V. **Services to be Provided**

- A. Contracts shall include, as precisely as possible and practical, statements that identify the nature and extent of services to be provided or received.
- B. Points to be covered may include the following:
 - 1. Equipment and facilities to be used
 - 2. Functions and activities to be performed
 - 3. Responsibilities for planning, organizing, and scheduling of services
 - 4. Local ordinance enforcement guidelines, including the authority of provider personnel to cite offenders into appropriate courts

VI. **Financial Agreements**

- A. Precise accounting of elements included within a contract shall be made to avoid

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confusion and misunderstanding among the parties.

- B. Among the specific details that may be accounted for are the following:
1. Salaries and fringe benefits
 2. Payments for support services and overhead, if applicable
 3. Maintenance of cost accounting records and the issuance of financial reports
 4. A formula for increasing costs, if applicable
 5. The time and manner of payments for services
 6. Procedures for the disposition of revenues generated by the provider agency personnel, if applicable
 7. Equipment costs and depreciation, as well as any other direct and indirect costs associated with the contract

VII. **Records to be Maintained**

- A. Records shall be kept by the Department as to the paid services it renders as a provider agency.
- B. Specific data is dependent on the specific services contracted for.
- C. A breakdown of the actual records to be kept shall be made a part of the agreement or contract.

VIII. **Control of Personnel Performing Paid Law Enforcement Services**

- A. The provider agency shall be responsible for and have control over personnel assigned to perform paid law enforcement services.
- B. Specifically, the provider agency shall hire, train, assign, discipline, and dismiss any personnel who perform paid law enforcement services.
- C. This accountability function shall be specified in the contract for paid law enforcement services.

IX. **Use of Equipment and Facilities**

- A. Any equipment or facilities needed to perform the services that are the subject of a contract shall be listed in the contract.
- B. The contract shall specify who owns, uses, and maintains said equipment and facilities and shall also make provisions for the lease, purchase, and disposition of the same following termination of the contract.

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X. **General Contract Provisions**

- A. Any contracts for paid law enforcement services entered into by the Department shall include provisions for:
1. Effective beginning and ending dates or conditions
 2. Procedures for termination, renewal, or amendment

XI. **Legal Counsel**

All contracts shall be reviewed by the designated legal counsel or City Attorney to address legal contingencies, including, but not limited to:

- A. Agreement by all parties to ~~mutually cooperate if one is sued due to actions related to performance of the contract~~ proper cooperation if one of the parties is sued due to actions or omissions related to performance of the contract.
- B. Statements of mutual indemnification or hold harmless, so long as permitted by state law, except in cases of willful misconduct, gross negligence, or bad faith.
- C. Other specific provisions, as determined by legal counsel, which may address certain contract terms, conditions, provisions, or limitations.

XII. **Rights of Employees Performing Paid Law Enforcement Services**

An employee participating in a contracted law enforcement service as a provider agency shall have the same employee rights as one who performs non-contracted law enforcement services.

This policy supersedes any previous policies issued.

BY ORDER OF

CHIEF OF POLICE

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