

CHAPTER SIXTEEN

CONTRACTUAL LAW ENFORCEMENT SERVICES

I. PURPOSE

The purpose of this directive is to establish procedures for preparing written agreements governing contractual law enforcement services.

II. DISCUSSION

The provision of law enforcement services for which a fee is paid should be based on a precise contractual agreement. Necessary elements of the agreement include a description of the services, how payments are to be made, the issuance of reports and keeping of records, as well as procedures for amendment, renewal, and cancellation. Provisions for any lawsuits or payments for damages that arise from the provided services should be included in the contract, as should provisions for hiring and disciplining provider personnel, for assigning specific duties to provider personnel, and for establishing equipment and property ownership and use.

Law enforcement services includes the following traditional public safety activities, which are performed over a specific time period: patrol services; investigative services; communications performed for another law enforcement agency (note: this does not include dispatch services for fire or emergency medical services); automated or manual fingerprint identification; record keeping for law enforcement files and property management.

This directive does not pertain to those services which may be furnished by a commercial vendor, i.e., photo development, laboratory services, towing services, etc., security at high school or university functions, sporting events, etc.

III. POLICY AND PROCEDURE

It is the policy of the Monroe County Sheriff's Office to develop contractual agreements for the provision of law enforcement services for a fee.

1. A written agreement shall exist whenever the Monroe County Sheriff's Office agrees to provide law enforcement services for a fee.
2. The written agreement shall include:
 - a. A statement of specific services to be provided;
 - b. Specific language dealing with financial agreements between the parties;
 - c. Specification of the records to be maintained concerning the performance of services by the provider agency;
 - d. Language dealing with the legal contingencies;
 - e. Stipulation that the provider agency maintains control over its personnel;
 - f. Specific arrangements for the use of equipment and facilities;
 - g. A procedure for review and revision, if needed, of the agreement.
3. Additional clauses may clarify other identified needs of agreements. If any duties beyond that normally provided are to be performed, they shall be specifically identified in the agreement.

4. Employment rights of personnel assigned under the contract for law enforcement services are not abridged by the Monroe County Sheriff's Office. Participation in a contract law enforcement service agreement shall not penalize participating employees nor shall it in any way threaten their employment rights, promotional opportunities, training opportunities, or fringe benefits.
5. Employees of the Monroe County Sheriff's Office who are assigned to positions providing contracted law enforcement services shall be classified in the same manner as employees assigned to any other division or section in the Sheriff's Office and shall remain subject to all the same Monroe County Sheriff's Office rules, policies, procedures, and directives.
6. Employees who are assigned to positions providing contracted law enforcement services shall perform their duties under the direction of their Sheriff's Office chain-of-command and shall not be subject to direct supervision by agents of the contracting organization.
7. The Monroe County Sheriff's Office may utilize different contract formats for agencies it contracts with depending upon the scope of services provided and the degree of comprehensive language deemed necessary to describe the contractual relationship to the satisfaction of both parties.