

THURMONT POLICE DEPARTMENT

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| GENERAL ORDER | Date Issued: May 4, 2007 | Effective Date: May 4, 2007 | Order No: Chapter 15.0 |
| Authority: Chief of Police Gregory L. Eyer | | | Manual Page No: |
| Subject: Contractual Agreements | | | Replaces Page No: |
| CALEA Standard: 3.1 | Distribution: ALL | Amends: | Number of Pages: 4 |
| Related Documents: | | | Rescinds: |

This Directive is for internal use only, and other than as contraindicated here this Directive does not create or enlarge this Department's, governmental entity's, any of this Department's officers, and/or any other entities' civil, criminal, and/or other accountability in any way. This Directive is not to be construed as the creation of a standard of safety or care in any sense, with respect to any complaint, demand for settlement, or any other form of grievance, litigation, and/or other action. Deviations from this Directive, if substantiated, can only form the basis for intra-Departmental administrative action(s) (including discipline and/or termination).

I. PURPOSE:

To establish Departmental responsibilities pertaining to Contractual Agreements for Law Enforcement Services.

II. POLICY:

It is the policy of the Thurmont Police Department, when providing contract services to government entities within the Town of Thurmont, the Department shall enter into a written contractual agreement outlining the duties and responsibilities of all parties concerned.

III. DEFINITIONS:

NONE.

IV. PROCEDURE:

- A. When a request is made of the Thurmont Police Department to provide contract services to a government entity within the Town of Thurmont, the Deputy Chief of Police will:
 1. Analyze the problems of the level jurisdiction requesting contract services;

2. Analyze the capabilities of the department concerning the provisions of services to the recipient government;
 3. Prepare an analysis of the costs;
 4. Submit a written report incorporating all of the above to the Chief of Police for consideration.
- B. Any written agreement to provide contract services will be signed by the Chief of Police, President of Commissioners, town Clerk, and the Chief Executive of the recipient government.
- C. The contract will be reviewed annually by the Deputy Chief of Police to ensure that services contracted are being provided and to accommodate any necessary changes.
- D. Any contract for services entered into by the Thurmont Police Department will include a statement of the specific services to be provided. Services to be included are:
1. Personnel requirements,
 2. Equipment and facilities to be used,
 3. Functions and activities to be performed,
 4. Responsibilities for planning, organizing, and scheduling of services, and
 5. Guidelines for local ordinance enforcement.
- E. A detailed statement will outline all financial agreements entered into when contracted services are provided.
- F. The Office of the Chief and the Town Clerk will maintain records for contract services provided by the Department. These records will include the nature and extent of the service provided under the contract.
- G. All contracts entered into by the Department for the provisions of contract services shall contain specific information concerning the beginning, duration, modification, and termination of the contract. Procedures for suspension, termination, amendment, and renewal will be addressed.

- H. Contractual agreements for services will specify legal contingencies in the cases of law suit arising from the provision of law enforcement services, provisions for the payment of compensation in the case of a law suit, and procedures to be followed if a tort action is taken against the Department, Department Personnel or the Town of Thurmont.
- I. The Thurmont Police Department will maintain authority and control over its personnel in any arrangement to provide contract services. The Department will maintain responsibility for hiring, training, assignment, and disciplining of its personnel.
- J. Any use of Department equipment and/or facilities will be clearly defined in agreements for contract services.
- K. All Department personnel engaged in carrying out agreed upon terms of a contract arrangement will retain all the rights of Department personnel.

ATTACHMENTS:

DOCUMENT DATES:

Amended Date:

Review Date:

Review Date:

Rescinds:

Order Written by: Chief of Police

Order Edited and Approved by: Chief of Police

*CALEA Standards included in this Order
Chapter 3*