Bowie City Police Department - General Orders

TITLE: CONTRACTUAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

NUMBER: 215

EFFECTIVE DATE: 10/22/15

REVIEW DATE:

X_ NEW _ AMENDS _ RESCINDS

DATE:

I. LAW ENFORCEMENT SERVICES PROVIDED

The City of Bowie Police Department enters into Memorandum of Understandings (MOU) with various agencies and departments to facilitate a cohesive working agreement and establish clear responsibilities of all agencies involved. All MOU request must be forwarded to the City Manager’s Office. The Office of Deputy Chief will maintain the central depository for all police department MOUs.

The department has entered into concurrent jurisdiction agreements with law enforcement agencies sharing jurisdiction in Prince George’s County. All contracts for law enforcement services shall be in a written agreement. This agreement shall include, but is not limited to:

A. The contract shall clearly identify the specific services to be provided. This will include the nature and extent of the services. (CALEA 3.1.1.a)

B. Financial agreements will be included in the contract. This will include the time and manner of payment for service. (CALEA 3.1.1.b)

C. Records concerning the nature and extent of the services will be kept by the provider. The contract should define what type of records, such as number of calls for service, nature of the calls, etc. is to be kept. All contracts will be kept on file in the Office of the Chief of Police. (CALEA 3.1.1.c)

D. All contracts shall specify the parameters to include its duration, how it can be modified and the procedure for renewal and termination. (CALEA 3.1.1.d)

E. All contracts shall include contingencies of legal implications. These shall include which party will defend the provider agency in the event of a lawsuit, identification of person(s) who represent parties to the contract, and who provides payment of compensation should the provider agency be found liable in a lawsuit. (CALEA 3.1.1.e)

F. The provider of the contract shall be responsible for all its personnel
involved in fulfilling the contract. (CALEA 3.1.1.f)

G. The provider will be responsible for the equipment and facilities, unless otherwise specifically noted in the contract. (CALEA 3.1.1.g)

H. A procedure for review and revision of the agreement, if needed. (CALEA 3.1.1.h)

II. CONTRACT SERVICES-EMPLOYEE RIGHTS

Employees of the Bowie Police Department assigned to fulfill a contract service shall not be penalized from exercising the same rights and benefits as other members of the Department. (CALEA 3.1.2)