



Peoria Police Department Policy and Procedure Manual

Policy 1.07

Contractual Agreements



I. POLICY

It is the policy of the Peoria Police Department that all paid law enforcement services be based on a precise contractual agreement to ensure an understanding of responsibilities, costs, administration, and liability issues.

II. PROCEDURE

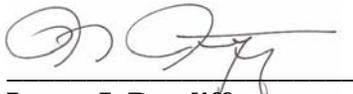
- A. Assessment Study: To avoid arbitrary decision making, an analysis will be conducted preceding the purchase of law enforcement services. This assessment will include:
 - 1. Identification of local problems.
 - 2. Agency needs and capabilities.
 - 3. Alternative methods of obtaining the service.
- B. Written Agreements
 - 1. The elements of contract law enforcement services will be clearly identified in a written agreement.
 - 2. All contractual agreements will be reviewed annually by the appropriate Deputy Chief/Commander, Materials Management Section of the Finance Division, and legal staff to ensure that the services contracted are being provided and to accommodate any changes that may have occurred in the service area. (3.1.1.h)
- C. Provisions of Contractual Agreements
 - 1. Precise statements that identify the nature and extent of service(s) to be provided will be included in all contractual agreements. Among the elements that will be included are: (3.1.1.a.)
 - a. Equipment and facilities to be used:
 - (1) The contract shall stipulate provisions for the ownership, use, and maintenance of all equipment and facilities involved in the agreement.
 - (2) This contract shall also include provisions for the ownership, leasing, purchasing and disposition of the equipment and facilities following termination of the contract. (3.1.1.g.)
 - b. The functions and activities to be performed.
 - c. Responsibilities for planning, organizing and scheduling services.
 - d. Guidelines for local ordinance enforcement by provider agency personnel.
 - e. Guidelines concerning authority of provider personnel to cite an offender into appropriate courts.
 - 2. To avoid confusion and misunderstanding once the contract is in effect, precise accounting of the following elements will be included in specific detail: (3.1.1.b.)
 - a. Salaries and fringe benefits.
 - b. Payments for support services and overhead costs.

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- c. Maintenance of cost accounting records and the issuance of financial reports.
 - d. A formula for increasing costs.
 - e. Time and manner of payment for services.
 - f. Procedures for the disposition of revenues generated by law enforcement activities of provider agency personnel.
 - g. Equipment costs.
 - h. Depreciation.
 - i. Other direct and indirect costs.
3. All contractual agreements shall specifically address the effective beginning and termination dates or conditions, procedures for termination, renewal or amendment and procedures for legal action in the event of default. (3.1.1.d.)
 4. All contractual agreements shall cover contingencies having obvious legal implications. Among the situations that shall be included are: (3.1.1.e.)
 - a. Which party will defend the provider agency in the event of a lawsuit arising from the provision of services.
 - b. Provisions for payment of compensation should the provider agency be found liable in a lawsuit.
 - c. Identification of persons who represent parties to the contract.
 - d. Procedures to be followed if a tort action is taken against provider agency personnel.
 5. All contractual agreements shall stipulate that the provider agency shall be responsible for the hiring, training, assignment, disciplining and dismissal of personnel so as to retain authority over its personnel and to maintain effective accountability. (3.1.1.f.)
- D. Service Records: Agencies providing services shall maintain records concerning the nature and extent of the services provided under contract.
1. Examples of the data to be recorded are: (3.1.1.c.)
 - a. Calls for service.
 - b. Nature of the calls.
 - c. Number of arrests.
 - d. Number of persons arrested by sex and age.
 - e. Number of non-criminal calls.
 - f. Assistance provided.
 2. Records should also indicate:
 - a. The geographical location of reported incidents.
 - b. The time of day the call was received.
 - c. The time required for a unit to respond.
 - d. The time on scene.
 3. A periodic review shall be accomplished to determine if revisions need to be made. (3.1.1.h)

- E. Employee Participation in a Contractual Agreement: Employees participating in a contracted law enforcement arrangement shall not be penalized for their participation nor in any way have their employment rights, promotional opportunities, training opportunities or fringe benefits threatened. (3.1.2)

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