

3.1 CONTRACTUAL AGREEMENTS FOR LAW ENFORCEMENT SERVICES

POLICY: To establish conditions governing the formation of Contractual Agreements for Washington County Sheriff's Office Law Enforcement Services.

3.1.1 The Washington County Sheriff's Office will provide contractual enforcement for a specified locale after an agreement has been reached between the department, the governing body of the locale, and the Washington County Board of County Commissioners. When a request is submitted to the department for contractual services, the following tasks will be initiated in the area to form an assessment of the need/scope of contractual services.

- A. Interviews will be held with a cross section of citizens in the area to ascertain the concerns/perceptions of ongoing or potential problems.
- B. All statistical data available on the area will be compiled to formulate an analysis of reported criminal/nuisance activity in the area. Traffic surveys will be performed along with compilation of accident statistics to determine ongoing/potential speed or accident-prone areas.
- C. Requesting government or body would then be given the department's opinion/recommendations as to law enforcement needs in the area.

3.1.2 Written Agreement on Services Provided: A signed written agreement will be reached stating services, and duties to be provided. At a minimum, the agreement will include the following information and provisions:

- A. The agreement will specify who is to furnish vehicles, uniforms and other equipment. The agreement will delineate disposition and ownership of the equipment, and who is responsible for maintenance of the equipment. If the contracting area provides equipment, the equipment will be used by personnel assigned to the area in the area except during emergency situations. The agreement will provide for disposition of equipment at end of use life; i.e., to be traded in, revert to contracting area, released to the Washington County Sheriff's Office.
- B. **Control and Supervision of Personnel Working Contractual Assignments:**
Control and supervision of Washington County Sheriff's Office personnel working contractual assignments will remain solely with the Sheriff of Washington County. The responsibility for scheduling contractual personnel will be that of the department. Input, with regards to scheduling, will be solicited from the contracting body in formulation of the schedule and every effort will be made to satisfy the request(s) concerning the schedule. Ultimate scheduling, however, will lie with the department and will be based upon findings obtained from actions in "3.1.1 A-C". Personnel matters of deputies working contractual assignments will be the purview of the Sheriff, to include:

1. Hiring
2. Training
3. Assignment
4. Discipline
5. Dismissal

Assignment of personnel to contractual positions will in no way hinder the opportunity for promotion, training, or other benefits available to the rest of the department.

- C. Amount of contractual hours per month to be provided.
- D. The agreement will specify the exact cost of the program, the manner in, which it is to be paid, and the party responsible for itemized costs.
- E. Record of Services to be Provided Contracting Body: The following records will be maintained regarding contractual services provided. Records will be kept for the calendar year and updated quarterly. Records will be made available to a representative from the contracting area upon request and will be forwarded to the governing body of the contracting area at the end of the calendar year. Records will include, at a minimum:
 1. Number of calls for service and their nature.
 2. Number of calls by day and time.
 3. Number of persons arrested; Criminal/Traffic
 4. Traffic citations issued; Radar/Other
 5. A CAD event will be initiated on all calls for service or Deputy- initiated action, as applicable.
- F. Contract will document agreement upon which party will defend contractual personnel in the event of a law suit from services rendered; as well as provisions for payment of compensation should the Department be found liable in a lawsuit.

3.1.3 Additional Parameters of Contractual Agreements: Agreement will also specify the following:

- A. The date for which the contract will become effective and services began, the duration of the contract and expiration date.
- B. Situations that would justify early termination of contract.
- C. Process for modification of contract.
- D. A procedure for review and revision if necessary, of the agreement

3.1.4 Subjects from the contracting area will be designated as representatives to the department in the agreement. Complaints about the program or personnel will be received by the department from these individuals only. Information from the department to the contracting area will be dispersed through these representatives.

3.1.5 Deputies assigned to work these CONTRACTUAL AGREEMENTS have all the same rights as other deputies that work for the Sheriff's Office. These rights include:

- A. Employment Rights
- B. Promotional Opportunities
- C. Training Opportunities
- D. Fringe Benefits