

May 3, 2011

**CITY OF FERGUSON
OFFICE OF THE CHIEF OF POLICE**

Index as:

Contractual Services

CONTRACTUAL SERVICES

107.00 PURPOSE

The purpose of this General Order is to identify the elements to be included in every contract for the receipt or provision of law enforcement services.

107.01 POLICY

It shall be the policy of the Ferguson Police Department that all agreements between the City of Ferguson and other governmental entities for the receipt or provision of law enforcement services shall be accomplished by way of a written contract between the two (2) governmental entities.

107.02 PROCEDURES

A. Requests for Law Enforcement Services

1. On every occasion that the City of Ferguson requests to receive law enforcement services from any other governmental agency the following procedure will be followed:
 - a. The request will be reduced to writing;
 - b. The request will include an identification and assessment of the local problem, the City of Ferguson's capability to respond to the problem, and an examination of alternative methods considered before making the request;
 - c. A proposal recommending the amount and type of law enforcement services requested; and
 - d. The request will be signed by the City Manager or designee.

B. Elements of the Written Contract

2. All contracts for the receipt or provision of law enforcement services shall address, at a minimum, the following topic areas:

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a. Personnel Management: the provider agency shall retain control over its personnel for the duration of the contract. This control extends to issues of the personnel system including and not limited to hiring, promotion, discipline and termination;
b. Provision of Services: the contract shall define the specific law enforcement services to be provided by the contract personnel. Language should describe the chain of command during the contract term, and how duties shall be assigned;
c. Records/Reports: the contract should detail the type of records and reports to be maintained, frequency of issuance and distribution;
d. Equipment: the contract should identify the equipment and facilities each entity will provide during the contract term, agreements for maintenance and repair of these materials, and provisions for replacement or disposals of properties;
e. Financial Agreements: the contract should determine the costs of services, frequency of payment, method and type of payment, whether in-kind payment or in-lieu-of payment may be accepted;
f. Legal Contingencies: the contract should address provisions for lawsuits, who will defend the contract personnel, who will pay damages awarded against either entity, and other issues dealing with civil actions; and
g. Contract Review: the contract should include language to allow the entities to discuss the review, revision, duration, modification and termination of the contract. Specific language on the type and manner of notifications for contract negotiations should be included and will be incumbent on both entities to follow.

C. Personnel Rights
1. It is the policy of the City of Ferguson that the Ferguson Police Department sworn personnel who provide law enforcement services to other governmental entities by way of a contractual agreement as previously described shall retain all of the employment rights and privileges they had accrued before the contract service agreement was initiated. These rights include and are not limited to benefits concerning promotional opportunities, training opportunities and fringe benefits.

May 3, 2011

By order of:

A handwritten signature in cursive script that reads "Colonel Thomas Jackson". The signature is written in black ink and is positioned below the "By order of:" text.

COLONEL THOMAS JACKSON
Chief of Police

Distribution

All Department Personnel

MPCCF Reference 3.1