

Jason Bammann, Chief of Police

//J. Bammann//

<b>GENERAL ORDER 3</b>
<b>CONTRACTUAL AGREEMENTS FOR LAW ENFORCEMENT SERVICES</b>
EFFECTIVE DATE: March 22, 2024
SUMMARY OF REVISIONS:

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<b>3.1 CONTRACTUAL AGREEMENTS</b>
3.1.1 CONTRACTS (LE1)
3.1.2 EMPLOYMENT RIGHTS

**PURPOSE:** The purpose of this chapter is to provide for the implementation and maintenance of contractual agreements for law enforcement services.

### 3.1 CONTRACTUAL AGREEMENTS

#### 3.1.1 CONTRACTS (LE1)

A. A contract or agreement between the City of Mansfield/Mansfield Division of Police and others to provide services shall provide a statement of specific **services to be provided**. Job descriptions and/or duties and responsibilities shall be provided when applicable. Any services outside the scope of the job description shall be clearly delineated in the contract or agreement.

B. When there shall be **financial agreements** included in the contracts, the specific services to be provided will be detailed as part of continuing services provided as agreed.

C. The **evaluations** (if required) of services provided by employees shall be maintained by the Mansfield Division of Police.

D. **Contracts shall be effective for various periods as detailed in the contract or Memorandum of Understanding (MOU).**

E. **Legal contingencies:** The City of Mansfield/Mansfield Division of Police shall be responsible for the law enforcement actions of any employee assigned to specific contracts approved by the Division.

The contractor shall be responsible for the conduct and actions of its employees and any persons for whom it may be responsible, e.g. acting as custodian in loco parentis of any students for school system contracts.

F. **Control of personnel:** The City of Mansfield/Mansfield Division of Police shall maintain full and complete control over its personnel, including those assigned to and/or performing duties and responsibilities under agreement or contract as specified above.

G. The City of Mansfield/Mansfield Division of Police shall be responsible for providing all **equipment and supplies** except as otherwise specified in agreement or contract as specified above.

H. **Contract review:** Agreement(s) shall be reviewed by The City of Mansfield/Mansfield Division of Police and the contractor as provided by contract in order to determine the impact on staffing for the Mansfield Division of Police and the potential fiscal impact on both the City of Mansfield and contractor.

### **3.1.2 EMPLOYMENT RIGHTS**

Employment rights of personnel assigned under a contract for law enforcement services shall not be abridged by the City of Mansfield or the Mansfield Division of Police.

**CROSS REFERENCE TO STANDARDS AND POLICIES:** General Order 22.2.1

**CROSS REFERENCE TO FORMS:** Contract and MOU's with Mansfield Board of Education, METRICH, Richland County Commissioners; D.A.R.E. Evaluation; C.R.E. Evaluation; Building Evaluation of S.R.O.