



## CONTRACTUAL AGREEMENTS

<b>WRITTEN DIRECTIVE:</b>	<b>4.18</b>
<b>EFFECTIVE DATE:</b>	<b>08-01-1996</b>
<b>REVISION DATE:</b>	<b>11-30-2016</b>
<b>SUPERSEDES EDITION DATE:</b>	<b>03-20-2009</b>
<b>REVIEW DATE:</b>	

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#### **I. Purpose**

The purpose of this Written Directive is to establish procedures and guidelines for providing contractual law enforcement services to entities entering into a legal contract with the University of Maryland, Baltimore Police Force.

#### **II. Policy**

It shall be the policy of the University of Maryland, Baltimore Police Force (UMBPF) that contract services provided by the UMBPF will be as described in this Written Directive.

#### **III. Contractual Responsibilities**

##### A. Contracts

1. Services to be rendered under the contractual agreements shall include:
  - a. Equipment and facilities to be used by agency personnel;
  - b. Functions and activities performed by agency personnel; and
  - c. Planning and scheduling services for agency personnel.
2. The contract for police or security services also includes specific language detailing financial agreements between parties.
3. Records regarding the types of services provided under the contract are to be maintained by the UMBPF. These records shall include:
  - a. The location of reported incidents at the contracted facility;
  - b. The time of day the calls were received;
  - c. The time required for a unit (s) to respond;
  - d. The time on the scene;

- e. The nature of the call (s);
  - f. The number of persons arrested by sex and age; and
  - g. The number of non-criminal calls and assistance given.
4. The contract duration for law enforcement or security services shall be indicated within the contract. Also included within the contract shall be a provision for modification and termination.
  5. The contract shall contain specific language dealing with legal contingencies. Included in the contract language shall be a determination of:
    - a. Who will provide legal services;
    - b. Payment for compensation should a court of law find the organization liable; and
    - c. Identification of persons who represent the Agency.

**B. Services Provided**

1. The contractual agreement shall provide specific arrangements for the use of personnel, equipment and facilities. It shall include:
  - a. Space for a police or security desk and TV surveillance (if required). The location of the desk and surveillance equipment shall take into account both the facility and UMBPF personnel security needs;
  - b. Equipment to be provided by the facility for the purpose of monitoring specified areas; and
  - c. Personnel to enforce a variety of federal laws, state laws, local laws, rules and regulations, and procedures as specified in the contract.
2. The UMBPF shall supply all equipment used by the individual police or security officer.

**C. Contractual Enforcement**

1. The contract for law enforcement or security services shall stipulate the UMBPF maintains control over their personnel. The responsibilities for hiring, training, assignment, disciplining and dismissal of personnel are maintained by the UMBPF.
2. Personnel assigned to provide contractual law enforcement or security services retain all employment rights, promotional opportunities, training opportunities and fringe benefits as those officers assigned to non-contractual law enforcement duties.

**D. Specific Information Required**

All contracts entered into by the UMBPF for the provision of police or security services shall contain specific information.

1. There shall be language concerning the beginning, duration, modification and termination of the contract.
2. The beginning date and ending dates shall be specified.
3. Procedures for suspension, termination, amendment, and renewal shall be stated.
4. The contract shall be reviewed and revised (if necessary) annually to ensure that contracted services are being provided. The review shall accommodate any modifications that may have occurred during the contract and the nature of the services provided.
5. The contract shall specify the location of the facility the contract covers.

**Written Directive System Impact**

Upon approval and publication, this edition of WD 4.18 supersedes all previous editions.

Antonio Williams, MS  
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CALEA Standard (s): 3.1.1; 3.1.2