

CHAPTER 3
SPECIAL POLICE DETAIL

DISCUSSION: The provision of law enforcement services for which a fee is paid should be based on a contractual agreement. Contractual elements of the agreement include the type of event, the cost of the service, how payments are to be made, hours to be worked, location, services rendered and the applicant's name. Special Police Details were instituted to provide the community with specialized or individual service that could not be provided by normal police department functions, not a secondary employment opportunity for individual officers. SPD's are not and should not be considered part of the employment or benefit package because:

Availability is determined solely by the number of contracts submitted.

Participation is voluntary and not an assignment.

An officer's participation or non-participation does not affect employment, promotional opportunities, training opportunities or benefits.

Officers are advised to use good judgment in scheduling SPD work, especially the total number of hours committed to SPD. It is understood that the primary duty of any officer is to the department and the citizens of Hattiesburg. SPD's shall not interfere or cause conflict with an officer's ability to perform their obligations, duties or responsibilities to the City and its citizens. With no guarantees made as to availability, Officers are cautioned against the use of SPD's as a financial plan for fixed monthly expenses.

3. 1.1 Contract

- A. The contract is a written agreement between the applicant and the City of Hattiesburg. The officer may only become a party to the contract after the contract has been processed through the City of Hattiesburg. There is a fine line between solicitations and merely providing service information, officers shall not solicit SPD contracts for their individual profit. Officers are not to negotiate contracts, the terms thereof or handle any monetary transactions, but may advise potential applicants of the existence of the service and application procedures.
- B. When a contract is made through and by the Hattiesburg Police Department payment of services are made through accounting at the Hattiesburg Police Department. The contract is considered complete when an Officer signs the posted receipt.
- C. When the detail is worked on city property the following conditions apply:
 - 1. The contract is made through and by the City of Hattiesburg Recreation / Community Relations Department.
 - 2. Payment is made to the City of Hattiesburg Tax Department.
 - 3. A copy of the contract and receipt is faxed to the Accountant at the Hattiesburg

Police Department.

4. The following are examples of the city properties where details are worked:
 - a. C.E. Roy Community Center
 - b. Jackie Dole Sherrill Community Center
 - c. Bill Sigler Community Center
 - d. Saenger Theater
 - e. N.R. Burger Community Center
 - f. Any other city owned property as required
- D. The Department shall maintain all records of the contract to include services rendered, duration, Officer(s) working and etc.
- E. To avoid conflicts with the Law or Department Policy, the SPD detail supervisor shall review any contract containing request for special services/duties to be performed by Officers.
- F. No contract will be made with Bars, Nightclubs, Private Clubs or etc. whose primary function is to provide social interaction along with the selling, dispensing or consuming of alcoholic beverages.

3.1.2 Posting of Special police Details

The Hattiesburg Police Department does not assign Officers to SPD Details. However, this does not prohibit the applicant from requesting or excluding a particular Officer. The detail is posted for officers to review and sign after receipt of the contract and payment.

- A. Details are posted on the accountant's bulletin board between the hours of 0730 and 1630 Monday-Friday for officers to review and sign SPD contracts.
- B. The posted detail shall reflect the event, location, time, date and number of officers requested; any special instructions may be obtained through the Accountant.
- C. The detail will remain posted until the list has been completed.
- D. If the posted detail is not contracted by Officer signature before the date and time of services requested, the payment will be refunded to the applicant.

3. 1. 3 Procedures

- A. Only services to be performed within the city limits will be contracted through Hattiesburg Police Department.
- B. The individual officers who agree to work the detail are responsible for:

1. Reporting to the detail.
 2. Reporting on time.
 3. Performing contracted services.
 4. Finding a replacement (if needed) in the event of a cancellation of a detail in which they have contracted.
 5. Advising Dispatch, via radio, of the detail location and that the Officer is in service on arrival and out of service on departure at the end of the detail.
 6. Enforcement of laws and ordinances
 7. Following department policies and procedures.
- C. Only Officers can sign a SPD contract. No one may sign any name to the detail other than his/her own.
- D. All details will be done on a voluntary basis and the working of special details is not required. Voluntary is used to mean that participation factors will in no way threaten employment rights, promotional opportunities, training opportunities or fringe benefits.
- E. A cancellation occurs when an officer signs a contract then has to find another officer to work in his/her place. It shall be the responsibility of BOTH Officers to inform the Accountant of any such arrangements. To insure the proper recording of payroll, the Accountant shall receive notice of any cancellation no later than the last business day prior to the detail. Should a cancellation occur due to an emergency (sickness, injury, etc.) the Accountant shall be notified the next business day after the detail. Three (3) cancellations within sixty (60) days will be considered an abuse of privileges and will be addressed as outlined in Section 3.5.
- F. After the detail has been worked by the Officer, the Accountant records the hours worked on a special detail time sheet which is processed bi-monthly for payroll. Officers will be paid at the rate of one and one half (1 ½) times their hourly rate with all appropriate deductions.
- G. Entry level Officers may not work SPD's until released from the FTO program.
- H. Officers who are placed on modified duty are not allowed to work SPD's.
- I. The Hattiesburg Police Department shall maintain control over personnel working SPD's. Officers are obligated to perform the duties prescribed by department policy and law when performing special detail duties.
- J. Officers shall perform their SPD duties within the scope and intent of the detail. The Officer should provide the applicant the individual service that one would expect. Extra curricular activities should be reserved for emergencies.

3.1.4 Use of Equipment

The use of department issued equipment for special details depends on the following:

- A. Contractual agreement through the Hattiesburg Police Department allows for the use of city issued equipment during the detail.
- B. Officers working law enforcement related details for private entities or persons which are not paid through the Hattiesburg Police Department, may not work with any city issued equipment(including: uniform, service weapon, badge, impact weapon, etc..)

3.1.5 Disciplinary Actions

Disciplinary actions and records of such action shall be maintained by the department. The Accountant shall generate a report to the Officer's supervisor upon receiving information of a breach of contract or policy violation. Investigation of normal SPD violations generally will be handled by the supervisor in charge of SPD. However, Internal Affairs may investigate depending on the nature of the infraction or as requested by the Chief of Police. In any event, a report of the incident and action taken shall be sent to Internal Affairs and filed in his/her personnel management file. The penalties for failure to honor a contract by an Officer are as follows:

- A. First violation of any SPD contract condition or policy is a Disciplinary Action 1, with the requirement of a counseling form and thirty (30) days suspension from working SPD's.
 - B. Second violation of any SPD contract condition or policy within one (1) year is a Disciplinary Action 2, with the requirement of a written reprimand and ninety (90) days suspension from working SPD details.
 - C. Third violation of any SPD contract condition or policy within one (1) year is a Disciplinary Action 3, with one hundred eighty (180) days suspension from SPD details, a letter of reprimand from the Chief of Police to be placed in the member's personnel file and may receive one (1) to six (6) days off without pay.
 - D. Fourth violation of any SPD contract condition or policy within two (2) years shall result in revocation of SPD privileges.
- Definition: One (1) year is one calendar year based on date (month/day) and begins with the day punitive action is enforced. Second, third and fourth violations are counted for each breach of policy and not necessarily a repeat of a previous violation.

3.1.6 Exceptions

Exceptions to any of the above conditions may only be granted through the Office of the Chief of Police.