

WEST VIRGINIA  
SECRETARY OF STATE  
KEN HECHLER  
ADMINISTRATIVE LAW DIVISION

Form #2

FILED  
1991 JUL 11 PM 1:19  
OFFICE OF THE SECRETARY OF STATE

NOTICE OF A COMMENT PERIOD ON A PROPOSED RULE

AGENCY: DIVISION OF PUBLIC SAFETY TITLE NUMBER: 81  
RULE TYPE: LEGISLATIVE; CITE AUTHORITY WEST VIRGINIA CODE §15-2-18(b)  
AMENDMENT TO AN EXISTING RULE: YES \_\_\_ NO X

IF YES, SERIES NUMBER OF RULE BEING AMENDED: \_\_\_\_\_

TITLE OF RULE BEING AMENDED: \_\_\_\_\_

IF NO, SERIES NUMBER OF NEW RULE BEING PROPOSED: V

TITLE OF RULE BEING PROPOSED: Contracted Police or Security Services

IN LIEU OF A PUBLIC HEARING, A COMMENT PERIOD HAS BEEN ESTABLISHED DURING WHICH ANY INTERESTED PERSON MAY SEND COMMENTS CONCERNING THESE PROPOSED RULES. THIS COMMENT PERIOD WILL END ON August 10, 1991 AT 5:00pm. ONLY WRITTEN COMMENTS WILL BE ACCEPTED AND ARE TO BE MAILED TO THE FOLLOWING ADDRESS.

Superintendent  
Division of Public Safety  
725 Jefferson Road  
South Charleston, WV 25309

THE ISSUES TO BE HEARD SHALL BE LIMITED TO THIS PROPOSED RULE.



ATTACH A **BRIEF** SUMMARY OF YOUR PROPOSAL



Department of Public Safety  
(West Virginia State Police)  
725 Jefferson Road  
South Charleston, West Virginia 25309

Gaston Caperton  
Governor

Colonel J. R. Buckalew  
Superintendent

July 5, 1991

*Approved 11 July 91*

Major General Joseph J. Skaff  
Secretary, Department of Public Safety  
State Capitol Building  
Post Office Box 2930  
Charleston, West Virginia 25305-0001

Dear General Skaff:

Attached are the procedures governing the provision of extraordinary police or security services by members of the Division of Public Safety. These procedures require your review and approval before submission to the Secretary of State's Office.

Sincerely,

A handwritten signature in cursive script, appearing to read "J. R. Buckalew".

COLONEL J. R. BUCKALEW  
SUPERINTENDENT

JRB:crb

Attachment



APPENDIX B

FISCAL NOTE FOR PROPOSED RULES

Rule Title: Contracted Police or Security Services

Type of Rule: X Legislative          Interpretive          Procedural

Agency Division of Public Safety Address 725 Jefferson Road

South Charleston, WV 25309

1. Effect of Proposed Rule:	ANNUAL		FISCAL YEAR		
	Increase	Decrease	Current	Next	Thereafter
Estimated Total Cost	\$	\$	\$	\$	\$
Personal Services					
Current Expense					
Repairs and Alterations	-0-	-0-	-0-	-0-	-0-
Equipment					
Other					

2. Explanation of above estimates:

N/A

3. Objectives of these rules:

These rules govern the provision of contracted police or security services by members of the West Virginia State Police under a contractual agreement.

4. Explanation of Overall Economic Impact of Proposed Rule.

A. Economic Impact on State Government.

N/A

B. Economic Impact on Political Subdivisions; Specific Industries; Specific groups of citizens.

Organizations requesting contracted police or security services will be charged an hourly fee for the services requested. The cost to the organizations will depend on the total hours of services needed.

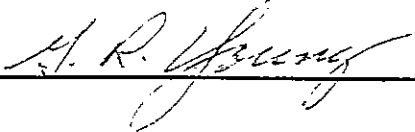
C. Economic Impact on Citizens/Public at Large.

N/A

Date: \_\_\_\_\_

7-11-91

Signature of Agency Head or Authorized Representative



DIVISION OF PUBLIC SAFETY

WEST VIRGINIA LEGISLATIVE RULE  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF PUBLIC SAFETY  
CHAPTER 15-2  
SERIES V  
FILING

Title: Contracted Police or Security Services

---

Section 1. General

1.1 Scope - This rule specifies the conditions under which members of the Division may perform extraordinary police or security services and governs the procedure to be followed in the employment of said Division members.

1.2 Authority - West Virginia Code §15-2-18(b), effective July 5, 1989.

1.3 Filing Date -

1.4 Effective Date -

Section 2. For the purposes of this rule,

2.1 Superintendent means the Superintendent of the Division of Public Safety or his duly authorized agent.

2.2 Member means an employee of the Division, empowered under the provisions of West Virginia Code §15-2-12 with statewide law enforcement powers and who has taken and subscribed to the oath of office as required by West Virginia Code §15-2-14.

2.3 Officer in Charge of Field Operations means that member of the Division designated by the Superintendent as the principal operational supervisor of the Field Operations Force.

2.4 Company Commander means that member of the Division designated by the Superintendent as the principal operational supervisor for a field operations company area.

2.5 Criminalist means a member of the Division assigned to the Forensic Laboratory section.

2.6 Primary Communications Station means that Division facility that serves as a transmission and reception site for State Police radio traffic in a designated multi-county geographical area.

2.7 Extraordinary Police or Security Services/Contracted Police or Security Services means those services performed by a member of the Division, pursuant to a contractual agreement, on behalf of a private individual, firm or corporation or another entity of State government when said service is not prohibited by law and is not performed as a routine duty by members of the Division.

2.8 Compensatory Day Off means that time off duty awarded to a member of the Division as compensation for working on a designated state or national holiday.

### Section 3. Application for Contracted Police or Security Services

3.1 All requests for contracted police or security services must be made, in writing, to the Superintendent who may approve such requests that have been deemed to be in the public interest.

a. All requests shall explain the funding source and the authority under which the request is made.

### Section 4. Application Approval

4.1 The Superintendent will not approve any application for police or security services when such services would precipitate disfavor, disrespect or may discredit the Division or any member thereof.

a. Approval will not be granted for any contractual assignment in circumstances involving labor disputes.

### Section 5. Contract Guidelines

5.1 All contracted police or security services shall be secured by contract as required by §15-2-18(b) of the Code of West Virginia.

5.2 The contractual employer shall agree to hold harmless and indemnify the State of West Virginia, the Division of Public Safety, its officers and members from any liability arising from the contractual employment.

5.3 The total cost and hours contracted for shall not exceed those which are outlined in the contract unless subsequently agreed to, in writing, by both parties.

Dept. of Public Safety  
Division of Public Safety  
Series V

5.4 Compensation rates for contracted services shall be negotiated on a manhour basis with additional consideration given for any extraordinary Division expenditures or costs.

5.5 Payment for services rendered by the Division shall be tendered by check, made payable to the West Virginia State Police, within five (5) days of receipt of an itemized invoice.

5.6 All law enforcement decisions encountered by members during contractual employment will be made by West Virginia State Police personnel and such decisions shall not be dictated or influenced by the contractual employer.

5.7 In the event that Division members who are assigned to a contractual work agreement are required to return to official duty in response to a public disaster or other emergency, neither the Division of Public Safety nor any of its officers or members shall be liable for any damages incurred as a result thereof.

#### Section 6. Assignment of Members

6.1 The Officer In Charge of Field Operations shall coordinate the manpower recruitment and allocation for all approved requests and may make minor contract negotiations.

6.2 Members accepting a contractual work assignment must be in the following duty status:

- a. Day Off Duty,
- b. Annual Leave
- c. Compensatory Day Off, or
- d. Holiday Off Duty;

excepting that a member may accept a contractual work assignment on a regularly scheduled work day when a minimum of eight (8) hours exists between the regularly scheduled work shift and the contractual work shift.

6.3 Members will not be permitted to accept any contractual work assignment when the accepting of such assignments would interfere with the member's ability to perform the primary duties of a State Police officer.

6.4 Members who have been placed in the following duty status shall not be eligible for participation in any contractual work assignment:

- a. Probationary Status,
- b. Active Suspension,
- c. Administrative Leave,
- d. Administrative or Light Duty due to a physical or mental condition,
- e. Sick Leave,
- f. Disability Leave, or
- g. Family Leave.

6.5 The Company Commander of the area in which the contractual assignment is to be performed shall ensure that sufficient supervisors are provided to properly supervise Division personnel and detail operations.

- a. Use of Criminalists as supervisors shall depend upon the nature of the assignment and shall be determined by the Officer In Charge of Field Operations.

6.6 Members assigned to contractual employment will be provided with Division vehicles for transportation to, during and from the location of the assignment. The Officer In Charge of Field Operations may establish mileage limitations and/or assign multiple members to vehicles.

6.7 Members shall be in an off-duty status while traveling to and from the location of assignment unless specifically instructed otherwise by the Company Commander or Officer In Charge of Field Operations.

- a. Members enroute to and returning from contractual work assignments will initiate any appropriate law enforcement action when a serious violation of the law or a life threatening situation is observed.

## Section 7. Compensation

7.1 Compensation for members on contractual employment shall be computed at the rate specified by the contract regardless of the member's classification under the Fair Labor Standards Act.

Dept. of Public Safety  
Division of Public Safety  
Series V

Applicable state and federal taxes will be deducted from the member's total contractual compensation.

7.2 All members engaged in contractual employment shall retain coverage of Division benefits; excepting, there shall be no deduction of retirement contributions nor will the member's future retirement benefits be enhanced by participation in any contractual assignment.

Section 8. Member Conduct

8.1 Members engaged in contractual employment are subject to the same rules, regulations, Division operational policy and procedures and code of conduct as on-duty members.