

# Contracts between Cities and Sheriffs (and Counties) for Law Enforcement Services

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There are over 500 municipalities<sup>1</sup> in North Carolina. Most have their own police departments, but quite a few contract with sheriffs' offices for law enforcement services. This bulletin discusses the advantages and disadvantages of providing law enforcement services through such contracts. It also explains the legal authority for these contracts and identifies some of the terms and provisions that parties negotiating these agreements may wish to include.

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1. In North Carolina, a municipality is an incorporated city, town, or village. There is no legal difference among cities, towns, or villages, see Chapter 160A, Section 1(2) of the North Carolina General Statutes [hereinafter G.S.], and this bulletin will sometimes refer to municipalities and sometimes to cities or towns.

## Advantages and Disadvantages of Contracting for Law Enforcement Services

Municipalities in North Carolina are authorized by statute to establish police departments.<sup>2</sup> Many choose to do so. Others do not, often choosing instead to contract with other units of local government to provide law enforcement services. Because sheriffs and their deputies have territorial jurisdiction to enforce the criminal law throughout their counties,<sup>3</sup> including within city limits, sheriffs are a natural partner for contracts of this kind. This section discusses the advantages and disadvantages of contracting with sheriffs.<sup>4</sup>

### Benefits of Contracting

In a best-case scenario, contracting with the sheriff allows a municipality to enjoy many of the benefits of operating a police department while avoiding some of the challenges. Such contracts typically require the sheriff to assign a certain number of deputies to provide law enforcement services to the municipality. Having designated law enforcement officers on duty can significantly improve response times for calls for service within city limits. And having the same officers consistently assigned to the city allows those officers to get to know the city, its residents, and their needs.

Contracting is often appealing to small cities that are unsure of their ability to sustain a professional police department. There is no consensus on how large a city must be to support a police department. Nor is there agreement on how large a police department, or a department's budget, must be to be viable. North Carolina has dozens of police departments with five or fewer sworn officers, and more than eighty departments with ten or fewer officers.<sup>5</sup> But as policing becomes more complex, requires increasingly sophisticated equipment, and is more highly regulated and scrutinized, leaders in small municipalities often wonder whether it is a wise decision to operate a department with only a handful of officers.<sup>6</sup>

To give a sense of scale, if a city wants one officer on duty twenty-four hours per day, seven days per week, it likely needs at least five officers plus a chief of police.<sup>7</sup> Six sworn personnel might typically serve a population of about 2,000 to 3,000 residents.<sup>8</sup>

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2. G.S. 160A-281 ("A city is authorized to appoint a chief of police and to employ other police officers.").

3. G.S. 15A-402(b) ("Law-enforcement officers of cities and counties may arrest persons within their particular cities or counties.").

4. As discussed below on page 8, these contracts likely should be approved by both the county and the sheriff. For simplicity, this bulletin will sometimes describe them as contracts with the sheriff.

5. Jeff Welty, *Should Small Towns Have Police Departments?*, N.C. CRIM. L.: A UNC SCH. OF GOV'T BLOG (Aug. 29, 2022), <https://nccriminallaw.sog.unc.edu/should-small-towns-have-police-departments/>.

6. *Id.*

7. There are 168 hours in a week. If each patrol officer works forty hours per week, a little more than four officers would be needed to cover 168 hours. Accounting for sick time, vacation, and training time, five officers are needed. A chief is required to supervise the patrol officers, to fill occasional gaps, and to perform administrative and compliance duties.

8. Cities often staff police departments with one sworn officer for every 400 to 500 residents. See OBED PASHA, *NORTH CAROLINA BENCHMARKING PROJECT REPORT 2025: OUTCOMES AND STRATEGIES* 104 (2025), <https://www.sog.unc.edu/publications/reports/north-carolina-benchmarking-project-report-2025-outcomes-and-strategies> (showing average staffing among participating jurisdictions of 2.25 officers per 1,000 residents, or one officer per 444 residents); FED. BUREAU OF INVESTIGATION, *CRIME IN THE UNITED STATES* (2019), *Police Employee Data*, <https://ucr.fbi.gov/crime-in-the-u.s/2019/crime-in-the-u.s.-2019/topic-pages/police-employee-data> (noting a nationwide rate of 2.4 sworn officers per 1,000 residents, or

If a city wants two officers on duty at all times, it would likely need at least ten officers, plus two supervisors, plus a chief of police. Thirteen sworn officers would be a force typically associated with a population of 5,000 or 6,000 residents.

Even if a city could potentially support a police department of a sufficient size, there may be efficiencies that make contracting for law enforcement services an attractive option. For example, contracts for law enforcement services often are designed to have the municipality cover the direct costs of the officers assigned to the city but not indirect costs such as administrative support, the human resources function, and accreditation and compliance—all costs that a municipality operating its own department would need to cover.

Contracting may also allow a small municipality to benefit from specialized units such as SWAT teams and hostage negotiators. A small police department typically would not have such units, but a city that contracts with the sheriff may benefit from access to those services.<sup>9</sup>

Another reason some municipalities choose contracting is to avoid the risk of a crisis engulfing a small agency. A scandal resulting from allegations of misconduct, a staffing crunch resulting from multiple resignations in quick succession, or simply an inability to attract and retain qualified officers can paralyze a small agency.<sup>10</sup> Larger agencies such as sheriffs' offices are not immune from scandals and crises but are more likely to be able to compartmentalize the problem and continue providing services.

Finally, some municipalities choose to contract for law enforcement services because doing so may reduce the risk of legal liability that comes with operating a police department. There are three ways in which liability risk may be reduced. First, the likelihood of an adverse event—such as a serious motor vehicle collision, an incident involving the use of excessive force, or an abuse of authority by an officer—may be lower when law enforcement services are provided by a larger organization with stronger supervision and internal controls. Second, if an adverse event does occur, a municipality may be able to argue that any liability rests with the sheriff, not the municipality.<sup>11</sup> Finally, in some contracts for law enforcement services, the sheriff and/or the county agree to indemnify the city against, or assume financial responsibility for, claims based on deputies' misconduct.

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one officer per 416 residents, and a North Carolina rate of one officer per 437 residents); U.S. DEP'T OF JUST., BUREAU OF JUST. STAT., [LOCAL POLICE DEPARTMENTS PERSONNEL](https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/lpdp20.pdf), 2020 (Nov. 2022), <https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/lpdp20.pdf> (noting 708,000 total law enforcement officers nationwide in 2020; against a population of 330,000,000, this yields one officer per 466 residents, though the paper also notes that staffing levels tend to be higher in very small municipalities).

9. Most contracts do not address these specialized units directly, and a sheriff might make them available to a town with a police department under a mutual aid agreement. Still, as a matter of cultural familiarity, it may be easier for deputies assigned to a city to call on specialized units within the sheriff's office than it would be for city police officers.

10. For example, in 2022, all five full-time officers employed by the Kenly Police Department resigned simultaneously. See [All Full-Time Officers at Kenly Police Department Resign at Once](https://abc11.com/post/kenly-police-department-resign-officers/12064236/), ABC11, July 25, 2022, <https://abc11.com/post/kenly-police-department-resign-officers/12064236/>.

11. A full discussion of legal liability for adverse events involving law enforcement officers is beyond the scope of this bulletin. However, many lawsuits alleging misconduct by law enforcement officers are brought under 42 U.S.C. § 1983, which provides for liability when a person acting under color of law deprives another person of his or her constitutional rights. A municipality may be held liable under section 1983, but only if the incident in question resulted from a municipal policy or custom rather than an officer's individual decision to engage in misconduct. See *Monell v. Dep't of Soc. Servs.*, 436 U.S. 658 (1978). When a lawsuit arises from the conduct of a deputy policing a municipality under a contract for law enforcement services, the municipality may be able to argue that it has no policies or customs regarding the conduct of

The foregoing reasons appear to have been persuasive to a significant number of municipalities. Although there are no comprehensive data on the frequency of contracts between cities and sheriffs in North Carolina, at least several dozen cities have entered into such contracts.<sup>12</sup> Most of those municipalities are small, but cities as large as Indian Trail (with over 40,000 residents) and Clemmons (with over 20,000 residents) have entered into contracts for law enforcement services. Nationwide, the practice of contracting for law enforcement services dates back to at least 1954—when the City of Lakewood contracted with the Los Angeles County Sheriff’s Department<sup>13</sup>—and has been adopted by hundreds of cities of all sizes.<sup>14</sup>

There is at least some evidence that the practice can be beneficial. One influential study concluded that California cities that contracted for law enforcement services were paying less than cities that operated their own police departments. The contracting cities were also receiving better results as measured by crime clearance rates.<sup>15</sup>

## Risks of Contracting

Although contracting for law enforcement services offers several potential benefits to a municipality, there are also some potential negatives to consider.

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law enforcement officers because it does not operate a police department. *See Bonin v. Ackal*, No. 6:17-0637, 2017 WL 7048523, at \*4 (W.D. La. Dec. 18, 2017) (unpublished) (concluding, in a case involving allegations of excessive force against a deputy working under a municipal contract, that “the City contracted with the Sheriff for law enforcement services and defers to the Sheriff to discharge its obligations in accordance with the Sheriff’s own policies”; therefore, no municipal policy or custom supported the alleged misconduct, and municipal liability was foreclosed under *Monell*). Municipalities should be aware that there are few cases in this area, meaning that the law is unsettled. Furthermore, if a municipality continues to contract with a sheriff’s office despite knowing that the sheriff’s office is operating under unlawful policies or customs, a court could potentially impute those policies or customs to the municipality. *Cf. Carter v. City of Montgomery*, 473 F. Supp. 3d 1273, 1300 (M.D. Ala. 2020) (a city employed a private contractor to administer probation for defendants convicted in city court; the company allegedly engaged in unlawful practices such as seeking revocation of defendants’ probation for missed payments without assessing the defendants’ ability to pay; in a section 1983 suit, the city claimed that any violations were the fault of the contractor, not the city, but the court denied summary judgment, reasoning that “[a]fter the City became aware of how [the contractor] funneled indigent prisoners into jail regardless of their ability to pay, its failure to stop those practices constituted acquiescence or ratification of them”). On the other side of the contract, sheriffs typically require deputies providing services to municipalities under an agreement to abide by the policies and customs of the contracting sheriff’s office. To the extent that an adverse incident arises as a result of those policies and customs, the sheriff’s office may be liable for it.

12. The author has collected over two dozen examples of contracts between North Carolina municipalities and county sheriffs, and believes that at least a dozen more municipalities also contract for law enforcement services.

13. CONT. L. ENF’T BUREAU, L.A. CNTY. SHERIFF’S DEP’T, CONTRACT LAW ENFORCEMENT SERVICES 2 (2009).

14. *Id.* (stating that forty of the eighty-eight cities in Los Angeles County contract with the sheriff); STEVEN G. BRANDL, *POLICE IN AMERICA* 69 (3d ed. 2018) (“About 65% of municipalities and towns in the United States do not have their own police department. Policing services in these areas are provided by the county in which the town is located.”). Unfortunately, Brandl does not provide a source for, or an explanation of, his estimate. In North Carolina, at least, the number appears to be lower.

15. Peter J. Nelligan & William Bourns, *Municipal Contracting with County Sheriffs for Police Services in California: Comparison of Cost and Effectiveness*, POLICE QUARTERLY (2011).

First, operating a police department may be a point of civic pride. For some municipalities, having a police department is part of being a “real city” that is able to provide a full spectrum of local government services to its residents. In other words, the police department may be an important component of municipal identity, and seeing law enforcement vehicles with the town’s name on the side rather than “sheriff’s office” may be valued by the community. Particularly for towns that are shrinking in population or that are experiencing fiscal challenges, shuttering a police department may feel like a step backwards.

Second, operating a police department gives city leaders a measure of control over how law enforcement services are provided to city residents. As discussed further below,<sup>16</sup> when a municipality contracts with a sheriff’s office, it is likely to end up with the style of law enforcement, and with the law enforcement priorities, of that sheriff’s office. In some cities, that may be perfectly acceptable. In others, there may be concern that the sheriff’s approach to law enforcement is different from the approach that the residents of the city would prefer.

Finally, contracting with a sheriff’s office may reduce a city’s ability to control the cost of law enforcement services. A city may agree to pay for a certain number of deputies, their vehicles, and their equipment, but the sheriff will set the deputies’ salaries and determine what kinds of vehicles and equipment they need. Of course, the sheriff must manage his or her own costs and is not likely to pay or equip deputies assigned to municipalities differently than other deputies, so the risk of indiscriminate spending is low. Nonetheless, the sheriff may make spending decisions that the city doesn’t support, and depending on the terms of the contract, the city may still end up footing the bill.

### Additional Considerations

The foregoing discussion focuses mainly on the advantages and disadvantages of contracting from the point of view of the municipality. But the sheriff also must decide whether he or she is willing to contract. Sheriffs often are willing. Some sheriffs may agree to contract because they believe that they can do a better job than a small police department. Others may be motivated in part by more practical considerations. The sheriff may reason that if a city does not want to operate a police department, the sheriff’s office will end up providing law enforcement services in the city anyway,<sup>17</sup> so the office may as well do so under a contract that provides some reimbursement.

A municipality’s options go beyond operating a police department and contracting with the sheriff. There are at least two potential alternatives. First, some very small municipalities neither operate a police department nor contract with the sheriff. These municipalities rely on the sheriff

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16. See “[Setting Priorities](#),” *infra*.

17. The state constitution provides that each county shall elect a sheriff. N.C. CONST. art. VII, § 2. The sheriff and his or her deputies have jurisdiction to make arrests and to enforce laws throughout the county. G.S. 15A-402(b) (“Law-enforcement officers of cities and counties may arrest persons within their particular cities or counties.”). Although a sheriff is not required to provide any particular level of law enforcement services and is not required to provide equal levels of service throughout his or her county, a sheriff who leaves any part of the county completely without law enforcement services risks alienating his or her constituents.



to provide law enforcement services just as he or she does in unincorporated areas of the county. This arrangement is most likely to happen with a municipality that has little professional capacity to negotiate a contract and/or few resources to provide pursuant to a contract.<sup>18</sup>

Second, a city could choose to contract with another city for law enforcement services. At least one North Carolina city currently contracts with another municipality for such services,<sup>19</sup> and at least one other town has done so in the past.<sup>20</sup> An agreement of this kind appears to be permissible under the broad authority for interlocal agreements discussed in the next section of this bulletin,<sup>21</sup> and such arrangements are in effect in other states.<sup>22</sup>

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18. A student research assistant working with the author contacted a sample of twenty North Carolina towns with populations under 1,000. Of the twenty, none operate their own police departments and only one has a contract with the sheriff.

19. *See* Interlocal Agreement for Law Enforcement Services (July 1, 2025) (on file with author) (contract under which Granite Quarry, NC, provides police services to Faith, NC); S.L. 2007-88 (granting authority to create a “joint police authority to provide police protection for the two towns,” with officers having “the powers and authority set forth in Article 13 of Chapter 160A of the General Statutes to the same extent as if they were employed by either of the individual towns”).

20. For many years, McAdenville, a town in Gaston County with a population of just under 1,000, contracted with nearby Cramerton, a town with a population of over 5,000, for police services. *See* Interlocal Agreement for Police Services between the Town of Cramerton and the Town of McAdenville (July 1, 2010) (on file with author). As of July 1, 2025, McAdenville has contracted with the Gaston County Police Department—a county-wide police agency distinct from the sheriff’s office—for law enforcement services. *See* News Release, Gaston County Police Dep’t, [Gaston County Police to Take Over McAdenville Police Services](https://townofmcadenville.org/residents/mcadenville-town-services/) (June 5, 2025), <https://townofmcadenville.org/residents/mcadenville-town-services/>.

21. A possible concern relates to the territorial jurisdiction of officers. Under G.S. 15A-402(c), city officers have the power of arrest within city limits and up to one mile outside those limits. *See* G.S. 160A-286 (similar). If all or part of the city contracting for services is located more than one mile from the nearest boundary of the city providing services, an officer making arrests, or engaging in other enforcement activity, might be operating outside the officer’s statutory jurisdiction. There is express statutory authority for expanded jurisdiction when an officer from one agency provides temporary assistance to another agency. *See* G.S. 160A-288 (providing that during temporary agency-to-agency assistance, “an officer shall have the same jurisdiction . . . as the officers of the requesting agency in addition to those the officer normally possesses”). There is no similar express statutory authority for expanded jurisdiction on a more permanent basis as a result of an interlocal agreement for law enforcement services. Perhaps one could argue that it is implicit in the broad statutes, discussed later in this bulletin, authorizing interlocal agreements. In any event, North Carolina’s appellate courts have repeatedly ruled that even when an officer operates outside his or her territorial jurisdiction as defined by statute, the officer’s conduct is not necessarily unconstitutional and is not such a substantial violation of law that any resulting criminal prosecution should be impaired. *See* State v. Afflerback, 46 N.C. App. 344 (1980) (concluding that there is no due process or Fourth Amendment problem with undercover officers operating outside their territorial jurisdiction); State v. Pearson, 131 N.C. App. 315 (1998) (ruling that at most, an officer conducting a breath alcohol test outside the officer’s territorial jurisdiction was a technical violation of law not meriting the suppression of evidence); State v. Mangum, 30 N.C. App. 311 (1976) (reasoning that because an arrest outside of the officer’s territorial jurisdiction was supported by probable cause, it was constitutional, and suppression of evidence seized incident to the arrest was not required); State v. Scruggs, 209 N.C. App. 725 (2011) (holding that a stop and arrest by a campus police officer, arguably beyond the officer’s territorial jurisdiction, did not rise to the substantial level required to support the suppression of evidence). It is possible that the original local act supporting the creation of the joint agency serving the towns of Granite Quarry and Faith, discussed above in note 19, was sought in order to address any possible concern about territorial jurisdiction.

22. *See, e.g.,* Franklin Cnty. Sheriff’s Off. v. St. Albans City Police Dep’t, 58 A.3d 207 (Vt. 2012) (discussing how a municipality in Vermont originally contracted with the local sheriff to provide law enforcement services but later chose to end that contract and instead contract with a nearby city).

## Legal Authority for Contracts for Law Enforcement Services

Contracts for law enforcement services are permissible. However, to create a legally binding and enforceable agreement, certain procedures must be followed. This section addresses both the legal authority for contracts for law enforcement services and the associated formalities.

### Interlocal Agreements

Under G.S. 160A-461, “[a]ny unit of local government in this State and any one or more other units of local government in this State . . . may enter into contracts or agreements with each other in order to execute any undertaking.” Contracts authorized under that statute are frequently called “interlocal agreements.” They are used for many purposes, including when one local government wants to contract with another to provide building inspections, tax-collection services, an animal shelter, or recreational facilities or programs.<sup>23</sup> Contracts to provide law enforcement services fall comfortably within this authority.

### Approval of the Agreement

In order for a city to enter into an agreement for law enforcement services, the city council must approve the contract. Under G.S. 160A-461, interlocal agreements must be “ratified by resolution of the governing board of each unit.”

On the other side of the contract, things are a bit more confusing: Is the appropriate counterparty the sheriff, the county, or both? This is a complex issue. The Supreme Court of North Carolina has stated that “a sheriff’s office is not a program or department of a county,” pointing to the unique history and authority of the sheriff, who is elected at the county level but not as part of county government.<sup>24</sup> In some circumstances, it may be proper for the sheriff’s office to enter into contracts without the approval of the county government. When, and to what extent, that may be permissible as a general matter is beyond the scope of this bulletin and outside the expertise of the author.

In the specific context of contracts for law enforcement services, the issue seems to be resolved by the statutory requirement that interlocal agreements must be between “units of local government.”<sup>25</sup> A sheriff’s office does not appear to be a unit of government within the meaning of the statute. As noted above, the statute provides that agreements must be ratified by a unit’s governing board, but sheriffs’ offices do not have governing boards.

Furthermore, as a practical matter, sheriffs’ offices are funded by, and create liability for, county governments. Therefore even if such offices are not “programs” or “departments” of county government, they are not totally separate from county government, either. For all these reasons, it probably makes sense to proceed with a contract for law enforcement services only if both the sheriff and the county commission support it. That appears to be the norm in practice. Most agreements of this kind bear three signatures: one for the municipality, one for the county, and one by the sheriff.<sup>26</sup>

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23. For a more detailed discussion of interlocal agreements generally, see Ricardo S. Morse, *Interlocal Cooperation, Shared Services, and Regional Councils*, in *COUNTY AND MUNICIPAL GOVERNMENT IN NORTH CAROLINA* (UNC School of Government, Christopher B. McLaughlin ed., 2025 ed.).

24. *Young v. Bailey*, 368 N.C. 665, 669–70 (2016).

25. G.S. 160A-461.

26. As a possible point of comparison, when the General Assembly created the Statewide Misdemeanant Confinement Program, it authorized the Department of Adult Correction to “enter into a written

## Signing the Agreement

When a city enters into a contract, the agreement must be “ratified by the council.”<sup>27</sup> Generally, this means that the council must vote to approve the contract. A council may delegate the authority to enter into small contracts to one or more city employees, such as the city manager, but contracts for law enforcement services typically do not fall within such delegated authority.

Once the council has approved an agreement, someone must sign the contract to memorialize the decision. The relevant statutes do not specify who that must be, and in practice, some agreements are signed by the city manager (when there is one), while others are signed by the mayor. Either approach is likely permissible.

On the county side, the sheriff is likely to sign for the sheriff. As to the county itself, counties are expressly authorized by statute to enter into contracts,<sup>28</sup> but the statute says nothing about how a county may approve a contract or who may sign to memorialize the decision. Given the language in G.S. 160A-461 to the effect that interlocal agreements must be “ratified by resolution of the governing board of each unit,” the county commission should vote to approve a contract for law enforcement services and the board chair or county manager should sign the document.

## Procurement Practices and Pre-Auditing

State law imposes detailed procurement requirements on local governments when they purchase goods and certain types of services. These requirements, which generally are designed to promote open and competitive bidding processes, are set forth in Article 8 of G.S. Chapter 143. However, they are not applicable to contracts for law enforcement services. The main procurement statute, G.S. 143-129, applies to “construction or repair work” and to the “purchase of apparatus, supplies, materials, or equipment,” above certain monetary thresholds. Law enforcement services do not fit in those categories, nor do they fall under any of several other, more specific procurement categories.<sup>29</sup> Therefore, it is permissible for a municipality to negotiate an agreement directly with the sheriff rather than going through a formal bidding process.

Although the statutory procurement procedures do not apply to contracts for law enforcement services, another technical requirement does apply. That is the requirement under G.S. 159-28 that local government contracts “requiring the payment of money” be pre-audited. Pre-auditing means determining whether the contracting unit of local government will have sufficient funds to satisfy the contract. In the contracts under discussion, the obligation to pay money belongs to the municipality. Therefore, it is the municipality that must complete the pre-audit. Under the statute, the contract must “include on its face a certificate stating that the instrument has been preaudited,” and the certificate “shall be signed by the finance officer.” If the certification is missing, the contract is unenforceable.

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agreement” with any county that wanted to participate. G.S. 148-32.1(b2). The statute does not mention the sheriff. Nonetheless, the contract that is actually used in practice when a county desires to participate in the program contains signature blocks for the sheriff as well as for the county. *See Agreement for Participation in the Statewide Misdemeanant Confinement Program* (undated) (on file with author).

27. G.S. 160A-16.

28. G.S. 153A-11 (“The inhabitants of each county are a body politic and corporate under the name specified in the act creating the county” and “may contract and be contracted with.”).

29. For example, G.S. 143-129.8 provides for a unique procurement process for “information technology goods and services.”



## Terms and Provisions of Contracts for Law Enforcement Services

Drafting contracts is difficult work. Parties approach agreements from different perspectives and with different objectives. Language that seems clear when a contract is signed may subsequently result in misunderstandings, disagreements, and disputes. What follows is a discussion of terms often found in contracts for law enforcement services together with some comments and suggestions about how parties might approach them.

### Scope of Services

Most contracts between cities and sheriffs call for the sheriff to provide a full spectrum of law enforcement services, much like a municipal police department would offer. Occasionally, cities will contract for something less. For example, a city may contract with a sheriff for animal control services only, or exclusively for foot patrol services in a business district during specified hours. If the agreement is for temporary assistance, it may be considered a mutual aid agreement; such agreements are outside the scope of this bulletin.<sup>30</sup>

The fact that a city contracts with a sheriff for certain services does not prevent the sheriff from providing additional services. As noted above, deputies have county-wide jurisdiction and have the discretion to provide services within city limits as well as in the unincorporated areas of the county.

### Authority to Enforce Municipal Ordinances

Violations of some municipal ordinances constitute a misdemeanor or an infraction. A deputy sheriff likely has the authority to enforce such ordinances by virtue of a deputy's general ability to enforce criminal laws.<sup>31</sup> Other municipal ordinances carry only civil penalties. These are normally enforced by agents of the city. A deputy's authority to enforce criminal law is not pertinent to such ordinances. Therefore, if a municipality entering into a contract with a sheriff for law enforcement services wants the sheriff's office to be able to enforce municipal ordinances that carry only civil penalties, and if the sheriff's office wants to have that authority, the contract should expressly grant that power to the sheriff's office.<sup>32</sup> The municipality could also consider amending its ordinances to provide for enforcement by the sheriff's office. On the other hand, if the parties do not want deputies involved in the enforcement of such municipal ordinances, the contract could say so.

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30. Mutual aid agreements are authorized by G.S. 160A-288, which provides in part that "the head of any law enforcement agency may temporarily provide assistance to another agency if so requested in writing by the head of the requesting agency." Because these are agency-to-agency requests, a municipality without a police department cannot participate in mutual aid.

31. See G.S. 15A-401(b) (providing that law enforcement officers may "arrest without a warrant any person who the officer has probable cause to believe has committed a criminal offense" in the officer's presence); *id.* § 302(b) ("An officer may issue a citation to any person who he has probable cause to believe has committed a misdemeanor or infraction.").

32. For an extended discussion of this issue, see Jeff Welty, [May a Sheriff or a Deputy Enforce a Municipal Ordinance?](https://nccriminallaw.sog.unc.edu/may-a-sheriff-or-a-deputy-enforce-a-municipal-ordinance/), N.C. CRIM. L.: A UNC SCH. OF GOV'T BLOG (July 14, 2025), <https://nccriminallaw.sog.unc.edu/may-a-sheriff-or-a-deputy-enforce-a-municipal-ordinance/>.

## Staffing Levels

It is important that contracts for law enforcement services define the level of staffing that is expected. Some contracts define staffing commitments in terms of full-time positions. For example, a contract may provide that two full-time deputies will be assigned to carry out law enforcement duties within the city. Other contracts measure staffing by way of coverage, stating that at least one deputy will be on duty within city limits at all times. Others measure hours, requiring a certain number of hours to be worked by deputies within municipal limits each month, quarter, or year, and, in some cases, during specified days of the week or times of day.

Once a contract provides for more than a few deputies to provide services to a city, the contract may also include terms regarding supervisory personnel. For example, a contract might provide that five deputies and one sergeant will be assigned to provide law enforcement services in a city. Sometimes the top supervisor functions as a *de facto* chief of police for the city.

## Staffing Decisions

When sheriffs provide law enforcement services under contract, the officers remain employees of the sheriff's office. The sheriff will want to preserve maximum flexibility to manage his or her staff, so contracts for law enforcement services often provide that the sheriff will determine which officers will be assigned to provide services to the city.

On the other hand, cities sometimes worry that a sheriff will assign them officers who are inexperienced or ineffective. Accordingly, they may seek to include in the contract a means to have some input into staffing decisions. This input may take the form of a right to consult with the sheriff over staffing assignments, a right to a veto over staffing assignments, or the establishment of minimum standards of some kind—for example, a requirement that deputies assigned under the contract have at least two years of law enforcement experience.

## Short Staffing

Sometimes circumstances conspire to limit the availability of deputies to staff the contract. An assigned deputy may get sick or go on vacation. An assigned deputy may resign, and it may take time to refill the position. Law enforcement agencies in North Carolina and across the country are facing staffing shortages and are having difficulty recruiting new officers.<sup>33</sup> Staffing challenges are therefore predictable.

However, cities are often frustrated when these challenges arise. They feel that they are paying the sheriff for a certain level of staffing and that providing that level of staffing is the sheriff's obligation and concern. If designated staffing levels are not met, cities may feel entitled to a credit against the contract price. Contractual terms that the parties might consider to address this issue include a provision requiring the sheriff to notify the city when a vacancy or a staffing shortage arises and a provision allowing for a credit against the contract price if the shortage persists longer than a specified amount of time.

The way that staffing levels are defined in a contract can impact how staffing shortages are viewed. When the contract calls for a certain number of hours of service each quarter, the parties typically focus on which officers worked how many hours. If a deputy is sick and does not work, the parties are likely to agree that no hours accrue. On the other hand, if a contract

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33. See, e.g., INT'L ASS'N OF CHIEFS OF POLICE, [THE STATE OF RECRUITMENT & RETENTION: A CONTINUING CRISIS FOR POLICING, 2024 SURVEY RESULTS](https://www.theiacp.org/sites/default/files/2024-11/IACP_Recruitment_Report_Survey.pdf) (2024), [https://www.theiacp.org/sites/default/files/2024-11/IACP\\_Recruitment\\_Report\\_Survey.pdf](https://www.theiacp.org/sites/default/files/2024-11/IACP_Recruitment_Report_Survey.pdf).

calls for a certain number of positions, disputes can arise when an officer is sick, on vacation, or even leaves the sheriff's office. The sheriff may take the view that the position remains assigned to the city and that sickness, vacation, and the occasional need to recruit and refill a position are all inevitable when it comes to staffing any position. But the city may take the view that the point of having a position assigned to the city is to have an officer present and working, and that assigning an unfilled position does not meet the city's needs.

## Emergency Response

Virtually all contracts for law enforcement services in North Carolina provide that deputies assigned to a city may be pulled away to respond to emergencies outside of municipal limits. There are obvious benefits to this approach. Having a deputy sit on his or her hands during a quiet night in the city while the sheriff's office is stretched thin responding to an emergency elsewhere in the county makes little sense—and is not likely what would happen if the city operated a police department, as that department would likely enter into a mutual aid agreement with the sheriff's office to allow officers from each agency to assist the other during emergencies.

Although the basic idea is not controversial, tensions sometimes arise in practice. Cities sometimes complain that what counts as an “emergency” is not well-defined and that deputies who are supposed to be assigned to the city often spend too much time responding to “emergencies” in the county that the city views as routine.

One approach to this tension is to try to define “emergency” in the contract. Some contracts do this by referring to the priority levels used in the jurisdiction's computer-assisted dispatch software (CAD). Different CAD systems have different levels and descriptions, but, for example, a contract could provide that a deputy may be called upon to respond to situations assigned one of the top two priority levels used in the local CAD system. Unfortunately, emergencies manifest in different ways and different degrees, and relying on the priority levels assigned by CAD dispatchers is not a panacea.

It may also be helpful to include in the contract a requirement that the sheriff notify the city when reassigning a deputy due to an emergency or at least keep a record of each time a deputy is reassigned. Going a step further, the contract could provide that if the aggregate number of emergencies, or time spent on emergencies, exceeds a certain threshold, the city is entitled to a credit against the city's financial obligations.

## Setting Priorities

Law enforcement officers have a great deal of discretion about how to do their jobs. Absent specific direction from their supervisors, they may choose to prioritize preventive foot patrol or may see it as a waste of time. They may choose to focus on the recreational use of marijuana as a gateway to more serious misbehavior or may see it as a youthful rite of passage. They may choose to enforce speed limits zealously or may treat moderate speeding as ubiquitous and benign.

It is not clear how much a city council or a city manager may direct or control the activities of municipal police officers. Some discretion and judgment is inherent in the job. But through the power of the purse, city leaders have at least a modicum of ability to influence the priorities of municipal police officers.

When contracting with a sheriff's office, it is much more difficult for city officials to influence the type of law enforcement services that city residents receive. In theory a city could try to include some direction regarding priorities in the contract itself. In practice, that appears to

be extremely rare—and of limited utility given the speed with which priorities can change. In general, a municipality probably should not contract with a sheriff if the sheriff's preferences and priorities are consistently different from those of city leaders.

Having the contract designate people on both sides to discuss any issues that arise in the execution of the contract may help align the law enforcement services that are desired with those that are provided. Often, the mayor or the manager is the designee on the city side, while the sheriff or the supervisor of the city deputies is the designee on the county side. Another common provision requires the sheriff's office to keep records of the types of calls answered within city limits and to provide those records to the city. Such records may provide a starting point for conversations about the policing priorities desired by the city and by the sheriff, respectively.

## Cost

Cities and sheriffs often have very different perspectives on how much the cities should pay under contracts for law enforcement services. Sheriffs tend to reason that cities are entitled to operate police departments and to collect property taxes to support them. Therefore, sheriffs may conclude, if a city chooses instead to instead to rely on the sheriff for law enforcement services, the city should not get a free ride. Sheriffs also frequently note that contracts for law enforcement services typically are designed to provide for a designated level of staffing and service that is above and beyond what is generally available in the county. For these reasons, many sheriffs believe that an ideal contract covers the full cost of services, including deputies' salaries and fringe benefits, equipment, training costs, and office space and supplies. Some contracts also include an administrative fee to cover indirect costs such as the cost of providing human resources and IT support to the deputies funded under the contract.

By contrast, cities often start from the premise that their residents are also residents of the county and pay county taxes. Cities argue that they should get some credit for those taxes when determining what the city should pay in a contract for law enforcement services. Thus, for cities, the ideal contract likely involves some cost sharing with the county.

Both models are seen in practice. When a contract embodies a cost-sharing approach, the contract may provide that the city will cover a specified percentage of the cost of services or may provide that the county will fund a certain number of positions while the municipality funds the remainder. Even when there is no explicit cost sharing, the sheriff and/or the county often absorb indirect costs like the costs of administrative support. The sheriff often also provides access to specialized units as needed and at no additional cost.

Factors that may influence whether and how much cost sharing is built into a contract include the relative financial strength of the city and the county in question, the history of how services have been provided in the area, and the bargaining positions of the parties. There is no single right answer, and different approaches may work in different communities.

## Accounting

Some contracts provide for a fixed cost up front, often based on the average salary of a deputy multiplied by the number of deputies to be assigned to the city, plus some estimate of additional administrative and incidental costs. Others allow the sheriff to bill the municipality after the fact once actual costs have been incurred. When the latter approach is used, it is important that the parties agree on how frequently billing will take place, which costs are billable, whether there

is any cap or not-to-exceed amount on any individual category of expense or on the contract overall, and what supporting documents will be available for the city's review when questions or disputes arise over billing.

Among the costs that are sometimes covered under contracts are the following:

- Salaries
- FICA taxes
- Retirement benefits
- Health insurance
- Vehicles
- Uniforms
- Firearms and ammunition
- Body armor and protective gear
- Training costs
- Office space
- Utilities
- Office supplies
- Administrative fees intended to cover indirect costs

## Vehicles

One category of equipment bears special mention. Law enforcement officers need law enforcement vehicles. Contracts for law enforcement services therefore often address vehicles. Some contracts provide that the city will pay a fixed dollar amount towards the procurement and maintenance of vehicles, while others provide that the city will pay an amount based on the number of miles driven. Other contracts require the city to purchase the vehicles and provide them to the sheriff's office, in many cases to be returned after a four- or five-year working life.<sup>34</sup>

The number of vehicles that are needed can be a sticking point. The sheriff may want one vehicle per deputy, so that each deputy benefits from having a "take-home car." The city may prefer shared vehicles that are used for law enforcement business only.

Another issue sometimes addressed in these contracts concerns the design or branding to be applied to each vehicle. Some municipalities believe that deputies assigned to the city should drive vehicles branded with the city's name, perhaps saying something like "Mount Jackson Patrol," rather than vehicles featuring the sheriff's office logo and graphics. Some sheriffs add striping with the contracting town's name onto a vehicle assigned to the town as a way of showing that it is a sheriff's vehicle providing law enforcement services to the town.

## Liability, Insurance, and Indemnification

As noted above,<sup>35</sup> cities may choose to contract for law enforcement services in order to reduce the exposure to liability that comes with operating a police department. Parties considering entering into such contracts should consider who will bear the legal liability for adverse events, including whether either party will indemnify the other (to the extent permitted by law) and whether either party should be required to carry liability insurance or to make other arrangements such as self-insurance.

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34. If municipality-purchased vehicles are not returned to the municipality, their residual value could be credited to the municipality's financial obligation under the contract.

35. See "[Benefits of Contracting](#)," *supra*.



## Term, Termination Date, and Notice of Termination

Some contracts for law enforcement services are for a single year. However, negotiating a new contract each year and obtaining the approval of both governing boards may be cumbersome. Therefore, most contracts either provide for automatic renewals or span several years.

Renewable and multi-year contracts often allow either party to terminate the contract at the end of a fiscal year with sufficient notice. The notice period may be as little as thirty days but often is ninety days, six months, or even a year. A long notice period may be justified given the significant challenges that termination would bring to both parties: the municipality would need to stand up a police department, while the sheriff would need to find alternative funding for, or terminate, deputies whose positions are supported by the contract.

In most cases, the effective date of a contract for law enforcement services is July 1, to align with a city's and a county's fiscal years. If the contract is for one year, the parties may wish to begin negotiations over any potential renewal early enough to account for the cost in the annual budgeting process and to allow the parties to make appropriate plans and adjustments if a new agreement cannot be reached. In practice, this likely means that negotiations should take place in January or February.

Similarly, if a contract spans multiple years and is based on the actual cost to provide the services each year, the parties may wish to provide that the cost for each successive year be determined and communicated early enough to be included in budget planning. For example, the contract might provide that the sheriff supply the municipality with the cost of services for each successive fiscal year by January 31.

## Conclusion

The official tourism slogan of the state of Nebraska was once “honestly, it’s not for everyone.”<sup>36</sup> The same could be said about cities contracting with sheriffs’ offices for law enforcement services. It isn’t the solution for every municipality, but for some cities, the potential for cost savings, reduced liability, and a designated level of service from a larger law enforcement agency makes contracting appealing. The practice appears to be growing in North Carolina, and the author hopes that this bulletin will be helpful to those considering entering into a service agreement of this kind.

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36. The slogan was discontinued in 2024. See Paul Hammel, *Nebraska Tourism Slogan Is No More. “Everything Has a Shelf Life” Official Says*, NEBRASKA EXAMINER (Feb. 5, 2024), <https://nebraskaexaminer.com/2024/02/05/nebraska-tourism-slogan-is-no-more-everything-has-a-shelf-life-official-says/>.