

## KIT CARSON COUNTY SHERIFF'S OFFICE POLICY AND PROCEDURE MANUAL

<i>Effective Date:</i> 1 Feb 2011	<i>Approval:</i> Sheriff T. Belden	<i>Number:</i> 107
<i>Subject:</i> CONTRACTUAL AGREEMENT (Law Enforcement/Detention Services)		
<i>Reference:</i>		<i>Standard:</i>
<i>Chapter:</i> II	<i>Reevaluation Date:</i> 11/08/2022	<i>No. Pages:</i> 2

### I. PURPOSE:

It is essential that paid law enforcement/detention service contracts be based on the needs of both the recipient and the provider.

### II. DEFINITIONS:

CONTRACT: A formal written agreement for services.

### III. POLICY:

All law enforcement services contracts will include provisions for the types of services provided, the cost of the services, how payments are to be made, the issuance of reports and procedures for amendment, renewal, and cancellation.

### III. PROCEDURE:

- A. All contracts for law enforcement services shall be based on assessment of the recipient's needs.
  1. The services to be provided shall be clearly identified. This will include the nature and the extent of services to be provided.
  2. The financial agreements of the contract shall be included. The contract will also include the time and manner of payment of services.
- B. All contracts shall be kept on file with the County Administrative Office , as well as with the County Attorney's Office and Sheriff's Office Legal Advisor (District Attorney).
  1. Records of the services provided may be maintained in the Office computer system.
  2. Depending on the specific contract, records may be manually compiled.
- C. All contracts shall specify the parameters of the contract to included its duration, how it can be modified and the procedure for renewal. Contracts for services must have the approval of the Board of County Commissioners (BoCC).
- D. All contracts shall include contingencies of legal implications. These shall include which party will defend the provider agency in the event of a lawsuit, identification of persons who represent parties to the contract, and who provides payment of compensation should the provider agency be found liable in a lawsuit.

- E. The Kit Carson County Sheriff's Office shall be responsible for all personnel involved in fulfilling the contract. The Office will also be responsible for the equipment and facilities unless otherwise specifically noted in the contract.
- F. Any member of the Sheriff's Office assigned to fulfill a contract service shall not be penalized from exercising the same rights and benefits of other members of the Office.
- G. All Contractual Agreements shall be presented to the BoCC prior to final Office approval.
- H. Only the Sheriff will have the authority to sign a Contractual Agreement for the Sheriff's Office.

A handwritten signature in black ink, appearing to read "Travis Belden", with a long horizontal flourish extending to the right.

Sheriff Travis Belden