

<b>DOUGLAS COUNTY SHERIFF'S OFFICE</b>		<b>Policy and Procedure</b>
<b>General Administration</b>		<b>P&amp;P-A-109</b>
<b>Contractual Agreements</b>		
Effective Date: 04-22-24 Supersedes: 06-28-23	Approval: Sheriff	Number of Pages: 3
References: GOP-A-808	Reevaluation Date: Annually	Standards: CALEA LE 3.1.1, LE 3.1.2

**I. POLICY**

It is the policy of the Douglas County Sheriff's Office that all contracts for services will include provisions for the types of services provided, the cost of the services, how payments are to be made, the issuance of applicable reports and procedures for amendment, and renewal or cancellation to the extent such provisions are applicable depending upon the nature of the particular contract. The Douglas County Sheriff's Office's policy coincides with the Douglas County Attorney's Office Policy *Delegation of Authority and Procedures for the Preparation and Execution of Contracts*.

**II. CONTRACT DEFINITIONS:**

This Office has adopted the below definitions for each of the different types of agreements that are generally used within this Office. On occasion, an outside organization may be the initiator of the agreement. In those cases, the rule to follow in placing it within one of the categories below will be based upon "the obligation of funds" criteria.

***MOU - Memorandum of Understanding:*** A written document of agreement, between two or more agencies, generally with no obligation of County funds, which defines participation, processes, responsibilities, or actions related to a particular program or activity. An MOU is usually electronically signed and approved by the Sheriff after being approved as to legal form by the County Attorney (or designee).

***IGA – Inter-Governmental Agreement:*** A written agreement, obligating County funds, between two governmental agencies, which defines processes, responsibilities and payment for specifically-defined services being provided. IGAs are electronically signed and approved by the Sheriff, electronically signed and approved by the Chair of the Board of County Commissioners if the amount is over \$100,000 (subject to approval at a formal Board of County Commissioners' Business Meeting – refer to [GOP-A-808](#)), electronically signed and approved by the County Manager if the amount is over \$25,000 and less than \$100,000, approved electronically as to legal form by the County Attorney (or designee), and approved electronically as to fiscal content by the Finance Director.

***PCS - Public Contract for Services:*** A written contract, with financial impact, between the County (usually on behalf of the Douglas County Sheriff's Office) and a Company authorized to do business in Colorado, or a written contract between the County (on behalf of the Douglas County Sheriff's Office) and an individual providing specific services, which outlines the details of the services to be provided by the Contractor. Approval is based upon the signing authority limits for the

Sheriff, the County Manager, and the Board of County Commissioners. The approval of the County Attorney (or designee) as to legal form and the Finance Director as to fiscal content are also required. All internal approvals as well as formal approvals are completed electronically through DocuSign whenever possible.

***T&C - Terms and Conditions:*** A common and important legal agreement between a business and a customer or end user. Terms and Conditions set out the terms that apply to the relationship, and the conditions that must be met by both parties, such as what the user must not do when using the site or service, and what rights the business maintains. It is important that Terms and Conditions are approved as to legal form by the County Attorney (or designee) in accordance with the procedure outlined below.

### III. PROCEDURE

- A. The Contracts and Grants Administrator will ensure that all contracts are properly reviewed and approved internally and then in accordance with the Douglas County Attorney's Office Policy *Delegation of Authority and Procedures for the Preparation and Execution of Contracts*. Only the Sheriff or his designee will have the authority to sign a contractual agreement, and the amount of the agreement must fall within the designee's authorized signing authority.
- B. All contracts for law enforcement or other services shall be based upon an assessment of the recipient's needs and the resources the Sheriff's Office has available to provide such services if applicable.
  - 1. The services shall be clearly identified and include the nature and extent of the services to be provided in the contract. <LE 3.1.1a>
  - 2. Financial agreements will include the time and manner the services are to be provided. <LE 3.1.1b>
- C. Budget and Logistics will maintain all contracts electronically.
  - 1. Electronic records of all Sheriff's Office final MOUs, IGAs, and contracts outlining the services being provided will be maintained and available for viewing in the Sheriff's Office "Common" subdirectory. <LE 3.1.1c>
  - 2. Editable versions of all Sheriff's Office MOUs, IGAs, and contracts will be maintained in Budget and Logistics including supporting documentation as appropriate.
- D. All contracts will be drafted by the Contracts and Grants Administrator and the affected Division Commander or his/her designee, in conjunction with the Contractor as necessary, and will specify the parameters of the contract to include duration, modifications, and renewal of the contract. <LE 3.1.1d> The Contracts and Grants Administrator is designated as the point of contact (and conduit for legal review) for all Sheriff's Office contracts.

1. In most cases, the County's standard PCS is used with minimal (if any) changes to the core contract document language or Exhibit C – Insurance Requirements (other than obvious sections such as Notifications, Term, and Maximum Contract Liability provisions that are specific to each individual contract). The Scope of Services and Method of Payment exhibits outline and identify the most important details to reference for accountability.
  2. The final draft will be approved by the Budget and Logistics Supervisor and/or the Budget and Logistics Manager for content and submitted to the County Attorney (or designee) for approval prior to obtaining internal approvals or formal signatures.
  3. Each contract will include a signature block for the appropriate approver executing the contract on behalf of the Douglas County Board of County Commissioners. The maximum contract liability of the contract determines the level of signing authority required (and the related signature page to include) and is based upon the Sheriff's authority to execute a contract up to \$25,000 (subject to paragraph D below), the County Manager to execute a contract between \$25,000 and \$100,000, and the Board of County Commissioners to execute a contract of \$100,000 or more. Any contract requiring approval by the Board of County Commissioners requires approval at a formal Business Meeting.
- E. All contracts will include contingencies of legal implications. These will include which party will defend the provider agency in the event of a lawsuit, identification of the persons who represent parties to the contract, and the identification of who will provide payment of compensation should the provider agency be found liable in a lawsuit. <LE 3.1.1e>
- F. The Douglas County Sheriff's Office will be responsible for equipment, facilities, and all personnel involved in fulfilling the contract unless otherwise specifically noted in the contract. <LE 3.1.1f> <LE 3.1.1g>
- G. The terms and conditions of the contract for services may be reviewed and revised at any time during the term of the agreement. In the event that contract changes or updates are proposed, these changes will be provided to the Contracts and Grants Administrator, the designated point of contact for all contractual items. <LE 3.1.1h>
- H. Any member of the Sheriff's Office assigned to fulfill a contract service shall be afforded the same rights and benefits as other office members. <LE 3.1.2>

By Order of the Sheriff