

	<b>MARICOPA COUNTY SHERIFF'S OFFICE</b> <b>POLICY AND PROCEDURES</b>	
	<b>Subject</b> <b>INTERGOVERNMENTAL AGREEMENTS AND CONTRACTS</b>	<b>Policy Number</b> <b>GB-7</b> <b>Effective Date</b> <b>07-19-23</b>
<b>Related Information</b> ARS 11-952	<b>Supersedes</b> GB-7 (07-23-16)	

**PURPOSE**

The purpose of this Office Policy is to establish guidelines and procedures for the management and control of non-procurement Intergovernmental Agreements and Contracts.

**POLICY**

It is the policy of the Office that the authority to negotiate and administer Intergovernmental Agreements (IGAs) and non-procurement contracts for the Maricopa County Sheriff's Office (MCSO) service, Memorandums of Understanding (MOU), Facilities Use and License Agreements, Letter of Agreements (LOA), Operating Agreements, and any other contract that obligates Maricopa County resources or implies or assumes acceptance of risk and liability to Maricopa County, is delegated to the MCSO Chief Financial Officer, under the direction of the Sheriff or designee. The authority to enter into Intergovernmental Agreements and Contracts rests solely with the Maricopa County Board of Supervisors. Intergovernmental Agreements and Contracts are governed by the provisions of Arizona Revised Statutes 11-952

**DEFINITIONS**

**Contracts for MCSO Service:** A non-procurement agreement or contract between Maricopa County on behalf of the Sheriff's Office for County Services provided by the Sheriff including law enforcement, detention, or public safety related services to a non-governmental organization which allows the Office to recover costs, including indirect costs from that organization for services rendered.

**Facilities Use and License Agreement:** An agreement that permits a non-County entity, generally a not-for-profit or governmental agency, to use Maricopa County property for a specific purpose and time period. The level of external approval is dependent upon the number of days needed.

**Intergovernmental Agreement (IGA):** An agreement between two or more public agencies by direct contract or agreement. They may contract for services or jointly exercise any powers common to the contracting parties. They may enter into agreements with one another for joint or cooperative action. They may also form a separate legal entity, including a nonprofit corporation, to contract for or perform some or all the services specified in the contract or agreement, or exercise those powers jointly held by the contracting parties.

**Journal Vouchers:** Used to process current accounting entries, allocations, and corrections for which other means of entry into the financial system are not available.

**Letter of Agreement (LOA):** A letter agreement, also called a letter of agreement, documents a legally binding contractual agreement between two or more parties.

**Memorandum of Understanding (MOU):** A document that may be used as a confirmation of agreed upon terms when an oral agreement has not been reduced to a formal contract.

**Mutual Aid Agreement:** An intergovernmental agreement between two or more government agencies that specifies terms, conditions, circumstances, and responsibilities concerning liability for mutual aid and assistance.

**Operating Agreement:** An operating agreement is a key document used by limited liability companies to outline the business' financial and functional decisions including rules, regulations, and provisions.

**Party or Parties:** The individuals or governing bodies authorized and named in agreements.

## **PROCEDURES**

1. **Financial IGAs and Non-Procurement Contracts for Maricopa County Sheriff's Office (MCSO) Services:** The premise for IGA charges for service and non-procurement contracts for MCSO service is fully risk management and cost recovery. The MCSO Chief Financial Officer (CFO) is responsible for providing cost information that aligns with the terms and conditions of the contract and for compiling and communicating cost updates as specified in the contract. The Business Services Division is responsible for ensuring consistent methodologies are applied regarding costs charged for all services.
2. **Document Processing and Approvals:**
  - A. All contract requests presented to MCSO for services and subsequent amendments shall be sent through the chain of command to the MCSO CFO for review and approval; these requests shall be further processed by the Business Services Division.
  - B. The Business Services Division shall route all documents covered by this Office Policy and any subsequent amendments to the assigned attorney in the Civil Division of the Maricopa County Attorney's Office (MCAO) and Maricopa County Risk Management prior to being submitted to the Maricopa County Board of Supervisors for approval.
  - C. The Business Services Division will communicate and coordinate document change requests from Maricopa County reviewers and/or the other party, finalize draft documents, obtain signatures, and manage the document distribution process.
  - D. All documents covered by the policy and subsequent amendments that have a building or land use, facilities use, or a utilities or communications signal/line component will also be routed for review by the Maricopa County Real Estate Department.
  - E. Material changes to the content of documents that affect operational level items must be authorized by the MCSO CFO, and originating operations chain of command, prior to document finalization.
  - F. Federal law requires that IGAs made in agreement with the federal government be approved by the state or local government agency, in this case the Board of Supervisors, prior to approval by the federal agency. After approval by the Board of Supervisors, the Sheriff's Office Grants Unit may coordinate the final signature process in the case of federal grant agreements and associated documents in cooperation with the Business Services Division.
  - G. Upon receipt of the signed agreement from the Board of Supervisors, one fully executed original shall be maintained by the Clerk of the Board's Office, one shall be maintained by the Business Services Division, and one shall be returned to the other party to the agreement. Official documents may be executed in two or more counterparts, each of which shall be deemed an original but all of

which together shall constitute the same instrument. Faxed, copied, electronic, and scanned signatures are acceptable as original signatures.

3. **Arizona Diamondback Ballpark Contract for Service:** The Business Services Division coordinates the costs associated with and billing for the non-procurement contract for law enforcement service with the Arizona Diamondbacks.
  - A. The assigned sworn commander shall provide the Business Services Division with an approved monthly report for MCSO Law Enforcement services to the downtown stadium that includes the date; name of the event; and the names, titles, and serial numbers of all employees that worked, as well as the number of hours each employee worked.
  - B. The Business Services Division is responsible for preparing a monthly invoice using the information provided by the sworn commander and contract terms and issues an invoice to the Arizona Diamondbacks. A copy of the invoice is provided to the MCSO Financial Services Division, MCSO Financial Reporting Division, and MCSO Budget and Finance Bureau.
4. **Contracts with Other Agency Participation in MCSO Academies:** Participation by other law enforcement agency employees in the MCSO Sworn and Detention academies requires an IGA. The Training Division initiates memorandum requests for new IGAs or to renew or amend existing IGAs.
  - A. The Training Division is responsible for providing the Business Services Division with a training roster of each detention and sworn academy after the first day of class. In accordance with the terms of the IGA contract, the Business Services Division is responsible for preparing and sending invoices to each law enforcement agency for their participant employees.
  - B. Funds received from other law enforcement agencies are entered by the MCSO Financial Services Division as a credit to the Training Division for expenses used for the designated detention fund (255) for detention academies and general fund (100) for sworn academies.
5. **Other MCSO Service Contracts:**
  - A. The Maricopa County Office of Enterprise Technology contracts with MCSO for back-up Helicopter Service(s).
    1. The MCSO Aviation Services Division is responsible for providing the Business Services Division information for services rendered that includes the date, time of engine start, location, time of final return to the hangar, and the names of all employee passengers, and the current cost of helicopter fuel per gallon.
    2. The Business Services Division is responsible for preparing the invoice based on the methodology outlined in the MOU, then sends the invoices to Maricopa County Wireless and copies to the MCSO Financial Reporting Division. The cost is offset from the Aviation Services Division to Maricopa County Wireless through a journal voucher submitted by Maricopa County Wireless.
  - B. Central Arizona Project (CAP): MCSO, through its Aviation Services Division and Business Services Division, contracts and licenses with the Central Arizona Project (CAP) to provide canal observation service in exchange for hangar space. This agreement is reviewed periodically and requires review by the Maricopa County Real Estate Department.

- C. City of Phoenix MR911: MCSO contracts with the City of Phoenix MR 911 for Maricopa County Adult Probation's use of non-emergency consoles located in MCSO's 911 Center. This is an annual cost passed through to Adult Probation by the MCSO Financial Reporting Division and is handled through a journal voucher.

6. **Contract Calculations, Costs, and Change Requests:**

- A. The costing method for service to public entities, contracted and non-contracted is situational based on the terms of the contract or state statute. Revenue received for detention service contracts are deposited to the detention fund.
- B. All requests to implement charges for MCSO services requires supporting documentation and chain of command approval from the Chief Deputy or designee.
- C. Changes in existing charges and cost methodologies require documentation, authorization of the MCSO CFO, and the originating operations chain of command approval from the Chief Deputy or designee.
- D. Cost allocation methodologies shall be reviewed every three years.
- E. Requests for calculating changes to existing levels of service or new services are processed through the chain of command to the respective bureau chief. It is then sent to the MCSO CFO for authorization and assignment to the Business Services Division for further processing.

7. **Law Enforcement Services Contract Files:** Law Enforcement services contract files, including worksheets and supporting documents, shall be maintained in the Business Services Division. Final worksheets and current contracts are to be scanned and saved to the following address:

