

11-1141

**INTERLOCAL AGREEMENT
FOR COSTS INCIDENT TO LAW ENFORCEMENT SERVICES
IN THE CITY OF MILLWOOD**

THIS AGREEMENT, by and between **Spokane County** having offices for the transaction of business at W. 1116 Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "COUNTY," the **Spokane County Sheriff**, having offices for the transaction of business at 1100 West Mallon, Spokane, Washington 99260, hereinafter referred to as the "SHERIFF" and the **City of Millwood**, a municipal corporation of the State of Washington, having offices for the transaction of business at 9103 East Frederick, Millwood, Washington 99206 hereinafter referred to as the "CITY," jointly hereinafter referred to as the "Parties."

The COUNTY, SHERIFF and CITY agree as follows.

SECTION NO. 1: RECITALS AND FINDINGS

- (a) The Board of County Commissioners has the care of County property and the management of County funds and business under RCW 36.32.120(6).
- (b) Counties and cities may contract with each other to perform certain functions which each may legally perform under chapter 39.34 RCW ("Interlocal Cooperation Act").
- (c) The Spokane County Sheriff is the Chief Law Enforcement Officer and Conservator of the Peace of Spokane County under Chapter 36.28 RCW.
- (d) The City of Millwood desires to utilize the services of the Spokane County Sheriff's Office in conjunction with providing law enforcement services.
- (e) The direct and indirect costs for law enforcement services will be set forth in the Law Enforcement Cost Allocation Plan ("LECAP") and the Cost Calculation Model ("CCM"), as described in SECTION NO. 6: COST OF SERVICES.

SECTION NO. 2: DEFINITIONS

- (a) Agreement: "Agreement" means this Interlocal Agreement between the CITY and County regarding law enforcement services.
- (b) City: "CITY" means the City of Millwood.
- (c) County: "COUNTY" means Spokane County.

- (d) Services: “Services” means those services identified in “Exhibit 1.”
- (e) Sheriff: “SHERIFF” means the duly elected Sheriff of Spokane County possessing those general duties set forth in chapter 36.28 RCW.
- (f) Uncontrollable Circumstances: “Uncontrollable Circumstances” includes but is not limited to the following events: strikes, riots, wars, civil disturbances, insurrections, acts of terrorism, external fires and floods, volcanic eruptions, lightning or earthquakes at or near where the Services are performed and/or that directly affect providing of such Services.

SECTION NO. 3: PURPOSE

The purpose of this Agreement is to reduce to writing the Parties’ understanding as to the terms and conditions under which the SHERIFF will provide services to the CITY.

SECTION NO. 4: DURATION AND TERMINATION

The initial term of this Agreement shall commence as of 12:01 A.M. on January 1, 2011, and run through Midnight, December 31, 2011. Thereafter, this Agreement shall automatically renew, unless the termination process outlined herein is invoked:

4.1 **Process for Termination.** The Parties hereby waive the statutory termination rights of RCW 39.34.180(3) and elect instead to follow the contractual termination procedure as the sole method of terminating this Agreement, the terms of which are detailed in this subsection.

No Party may terminate this Agreement before Midnight, December 31, 2011. If any Party desires to terminate the Agreement after that date, they shall provide written notice on or before December 31st of any year, with termination to be effective at Midnight, December 31st of the following year.

In the event the Agreement automatically renews beyond 2011, either Party may terminate the Agreement by giving notice on or before December 31st of the year preceding the year in which the services are to terminate. Termination then shall be effective on December 31st at Midnight of the year subsequent to the year that notice is given.

4.2 **Implementation of Termination.** The COUNTY and CITY agree to use all best efforts to effect a mutual termination to provide an orderly, effective transition of service.

- 4.3 **Waiver of Statutory Terms.** To the extent that it is applicable to law enforcement services, the Parties hereby waive the statutory termination rights of RCW 39.34.180(3) and elect instead to follow these contractual termination procedures as the sole method of terminating this Agreement, the terms of which are detailed in this subsection.
- 4.4 **Termination of the Agreement and Settle and Adjust.** The Parties recognize that Cost for Services under the Agreement is calculated utilizing the LECAP. The LECAP is based on actual costs from two (2) years prior to the current contract year. As such, in the event this Agreement is terminated as provided for in Subsection 4.1 hereinabove, the Agreement will be subject to a settle and adjust for the last two (2) years of the term of the Agreement based upon the LECAP for the two (2) subsequent years after termination. In the event of termination, the Parties shall follow the process set forth in SECTION NO. 6 to determine the settle and adjust for each of the last two (2) years of the Agreement, as well as the process to object to the final adjustment determined for each of the last two (2) years to include dispute resolution as set forth in Subsection 6.6 set forth hereinafter.

SECTION NO. 5: SERVICES

The COUNTY will provide law enforcement services as set forth in “Exhibit 1,” attached hereto and incorporated herein by reference.

SECTION NO. 6: COST OF SERVICES

- 6.1 **Basis.** Cost for services shall be based upon the Law Enforcement Cost Allocation Plan (“LECAP”) as previously identified and incorporated herein.
- 6.2 **Methodology.** Cost for Services will be calculated utilizing the Cost Calculation Model (“CCM”) as shown in “Exhibit 2,” attached hereto and incorporated herein by reference.
- 6.3 **COCAP and LECAP.** Once the Countywide Cost Allocation Plan (“COCAP”) and the LECAP are finalized, no changes will be made to any department cost or allocation basis until the following year. Each year, departments within the Sheriff’s Office will be reviewed to determine if the costs are being appropriately allocated. Each allocation basis will be reviewed to determine if it is the best basis for allocating the costs. Both the COCAP and the LECAP will be prepared in accordance with the U.S. Office of Management and Budget Circular A-87. The COCAP and the LECAP will be completed by September 30th of each year for determining the actual costs for the prior year. For example, the actual cost for the calendar year 2010 would be completed by September 30, 2011.
- 6.4 **CCM.** Costs for Services shall be calculated utilizing the LECAP. The LECAP will be based on actual costs.

The model based on the LECAP costs from two years prior will estimate costs for the current agreement year. The Per Commissioned Officer Rate as well as the dollar amount for Other Allocations for the contract year will be multiplied by (1) any cost of living or wage change(s) granted commissioned deputies under any collective bargaining agreement for the calendar year immediately following the LECAP year; and by (2) a 1.25% multiplier for the calendar year immediately following the LECAP year; and by (3) any cost of living or wage change(s) granted commissioned deputies under any collective bargaining agreement for the calendar year two years subsequent to the LECAP year; and by (4) a 1.25% multiplier for the calendar year two year subsequent to the LECAP year.

6.5 Retro-Active Salary Adjustments. Should any applicable bargaining agreement not be settled in time to include any salary adjustments granted commissioned deputies under any collective bargaining agreement in the contract calculation model for a given year, and that collective bargaining agreement is settled during that year, and the settlement contains a retroactive salary adjustment, the COUNTY will bill the CITY for the amount of the CITY's portion of the retroactive payment. The CITY will be responsible for paying the COUNTY within thirty (30) days of the billing date. Additionally, the COUNTY will recalculate the estimated Interlocal Agreement amount employing the cost of living or wage increase(s) granted commissioned deputies under any collective bargaining agreement and adjust the remaining monthly payments.

6.6 Settle and Adjust. The LECAP will be used to reconcile the actual Agreement cost for the year for which it is calculated to the amount the CITY paid the COUNTY during that same year as set forth in Subsection 6.7. After completing the Cost Calculation Model for the current Agreement Year, any overage or underage from the settle and adjust will be applied to the total amount. This combined figure will follow the billing procedure.

The COUNTY shall provide the CITY with its final adjustment in writing no later than September 30th of any calendar year. The CITY will have thirty (30) calendar days from its receipt of the written adjustment to provide the COUNTY with any written objections to the amounts set forth therein. The COUNTY agrees to consider all written objections received from the CITY and reply to the CITY no later than fifteen (15) calendar days of receipt of the CITY's objections. In the event that the Parties cannot mutually resolve any written objection(s) submitted by the CITY within an additional fifteen (15) calendar day time frame, or such other time frame as the Parties may mutually agree to, the objections shall be resolved pursuant to the Dispute Resolution provisions set forth in SECTION NO. 18.

6.7 Billing Procedure. The COUNTY will bill the CITY for one-twelfth of the County's calculated contract amount as Contract Calculation Model during the first week of the month. Regular monthly payments by the CITY will be due by the end of the month in which they are billed. The COUNTY will also bill the CITY for any additional agreed upon costs due to specific optional services not listed in "Exhibit 1" provided to the

CITY at its written request, which amount will be billed in the calendar month following the month the services are provided by the SHERIFF and payable by the CITY within thirty (30) days of receipt of the billing.

6.8 Penalty. At the sole option of the COUNTY, a penalty may be assessed on any late payment of the monthly calculated contract amount owed by the CITY based on lost interest earnings had the payment been timely paid and invested in the Spokane County Treasurer's Investment Pool.

Any resolution of a disputed amount through use of the arbitration process identified in SECTION NO. 18 shall include at the request of any Party, a determination of whether interest is appropriate, including the amount.

6.9 Cost Limit. The COUNTY and the SHERIFF agree to limit the annual cost increase to the CITY to no more than a 10% increase except for additional agreed upon costs as identified in Subsection 6.7 above and any additional costs that may be assessed under Subsection 6.8.

SECTION NO. 7: CITY'S RESPONSIBILITIES

In support of the SHERIFF providing the Services described above, the CITY shall perform as follows:

7.1 Municipal Police Authority. The CITY shall retain all police powers and by virtue of this Agreement, confers municipal police authority on such the SHERIFF'S deputies as might be engaged hereunder in enforcing CITY ordinances within the boundaries of the CITY, for the purpose of carrying out this Agreement.

7.2 Municipal Code. The CITY shall, to the extent reasonably possible taking into consideration local circumstances, endeavor as it adopts local ordinances to have such ordinances be consistent with Spokane County ordinances or state law. It is recognized that it is in the interest of both Parties to this Agreement that reasonable uniformity of common regulations will promote efficient provision of law enforcement services. Nothing in this language shall prevent the CITY from adopting ordinances it determines to be necessary and in the best interest of the citizens of the CITY.

SECTION NO. 8: SHERIFF'S RESPONSIBILITIES

8.1 The SHERIFF or his/her designee agrees to meet at least semi-annually with the CITY Council at one of their regularly scheduled meetings.

8.2 The SHERIFF or his/her designee agrees to attend staff meeting as requested by the CITY Mayor or his/her designee.

8.3 The SHERIFF or his/her designee agrees to meet upon request by the CITY Mayor or his/her designee to discuss any Service provided under the terms of this Agreement.

SECTION NO. 9: OFFICER ASSIGNMENT, RETENTION, DISCIPLINE AND HIRING.

The COUNTY is acting hereunder as an independent contractor as to:

9.1 **Hiring.** The SHERIFF shall hire, assign, retain and discipline all employees/deputies according to the collective bargaining agreement, civil service rules, and state and federal laws.

9.2 **Standards of performance Governed by the SHERIFF.** Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed by the SHERIFF. Provided, however that only qualified, trained personnel meeting all of the requirements of applicable state laws or regulations shall be utilized in the performance of services under this Agreement. The CITY, through its Mayor or his/her designee, shall have the right to address performance issues of individual officers assigned to the CITY with the officer/deputy's supervisors, including if necessary the SHERIFF. The supervisors, consistent with existing Sheriff's Office policy and procedures, civil service and other applicable employment and existing collective bargaining agreements, will give good faith consideration to the concerns of the CITY in addressing the issues with the officer/deputy and take appropriate action, which may include reassignment of the officer if permitted by law and existing collective bargaining agreements.

SECTION NO. 10: OBSERVATION OF LABOR NEGOTIATIONS

The CITY may participate with other cities that contract with the COUNTY for law enforcement services to select no more than two (2) representatives from the contracting cities to observe labor negotiations between the COUNTY and the collective bargaining units representing the employees of the SHERIFF, provided that such observers adhere to rules established by the COUNTY and the bargaining units for the negotiations.

SECTION NO. 11: PROPERTY AND EQUIPMENT

- 11.1 The ownership of all property and equipment utilized in association with applicable CITY cases shall remain with the original owner, unless specifically and mutually agreed by the Parties to this Agreement.
- 11.2 The CITY agrees that the SHERIFF may use the SHERIFF'S stationery in conjunction with providing services under this Agreement.

SECTION NO. 12: REPORTING

- 12.1 **Reports.** The SHERIFF shall provide the CITY with reports that identify statistics used to calculate the CITY'S costs in the LECAP referenced in SECTION NO. 6 documenting actual services under this Agreement at such times as agreed to between the SHERIFF and the CITY, but at least annually by September 30th of each year.
- 12.2 **Records Review.** The CITY shall be allowed to conduct random reviews of the records generated by the SHERIFF in performance of this Agreement other than personnel files. The CITY will provide the COUNTY with reasonable notice of the records reviews. The Parties agree that they will make best efforts to achieve resolution of any potential records confidentiality issues, including entering into confidentiality agreements or other similar mechanisms that will allow disclosure of the necessary information to accurately conduct a records review.

SECTION NO. 13: RECORDS

All public records prepared, owned, used or retained by the COUNTY and the SHERIFF in conjunction with providing services under the terms of this Agreement shall be deemed property of the COUNTY and shall be made available to the CITY upon request by the CITY Mayor subject to the attorney/client and attorney work product privileges set forth by statute, court rule or case law. The COUNTY will notify the CITY of any public disclosure request under Chapter 42.56 RCW for copies or viewing of such records as well as the COUNTY'S response thereto.

SECTION NO. 14: UNCONTROLLABLE CIRCUMSTANCES/IMPOSSIBILITY

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from uncontrollable circumstances shall be deemed not a default under this Agreement.

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from any change in or new law, order, rule or regulation of any nature which renders providing of services in accordance with the terms of this Agreement legally impossible, and any other circumstances beyond the control of the SHERIFF which render legally impossible the performance by the SHERIFF of its obligations under this Agreement, shall be deemed not a default under this Agreement.

SECTION NO. 15: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by this Agreement. The COUNTY shall be an independent contractor and not the agent or employee of the CITY, that the CITY is interested only in the results to be achieved and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of the SHERIFF. Any and all employees who provide services to the CITY under this Agreement shall be deemed employees solely of the SHERIFF. The SHERIFF shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the SHERIFF or the COUNTY for any purpose.

SECTION NO. 16: LIABILITY

- 16.1 The COUNTY agrees to indemnify and defend the CITY from any loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of the COUNTY, its employees or agents in connection with the services to be performed by the COUNTY under the terms of this Agreement.
- 16.2 The CITY agrees to indemnify and defend the COUNTY from any loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of the CITY, its employees or agents in connection with the obligations of the CITY under the terms of this Agreement.
- 16.3 If the negligence or willful misconduct of both the COUNTY and CITY, or a person identified above for which each is liable, is a cause of such damage or injury, the

loss, cost or expenses shall be shared between the COUNTY and CITY in a proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply to such proportion.

- 16.4 In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way releases the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of the CITY ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, policy, rule or regulation is at issue, the CITY shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the CITY, COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- 16.5 The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 16.6 The COUNTY and CITY agree to either self-insure or purchase policies of insurance covering the matters contained in this Agreement with coverage for the CITY of not less than \$5,000,000 per occurrence with no aggregate limits.

SECTION NO. 17: INITIATIVES

The Parties recognize that revenue-reducing initiative(s) passed by the voters of Washington may substantially reduce local operating revenue for the CITY, COUNTY or both Parties. The Parties agree that it is necessary to have flexibility to reduce the contracted amount(s) in this Agreement in response to budget constraints resulting from the passage of revenue-reducing initiative(s). If such an event occurs, the Parties agree to negotiate in good faith to achieve a mutually agreeable resolution in a timely fashion.

SECTION NO. 18: DISPUTE RESOLUTION

Any dispute between the COUNTY and CITY which cannot be resolved between the COUNTY and CITY shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing and considered by the COUNTY CEO and the CITY Mayor. If the COUNTY CEO and the CITY Mayor cannot resolve the dispute it will then be submitted to arbitration.

The COUNTY and CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the Parties and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the Parties.

SECTION NO. 19: ASSIGNMENT

No Party may assign in whole or part its interest in this Agreement without the written approval of the other Party.

SECTION NO. 20: NOTICES

All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by certified mail, return-receipt requested, sent to the Parties at their respective addresses herein above given. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

SECTION NO. 21: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 22: COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 23: DISCLAIMER

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either Party's authority or powers under law.

SECTION NO. 24: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 25: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties. Both Parties have read and understand the whole of the above Agreement and now state that no representations, promises or agreements not expressed in this Agreement have been made to induce either to execute the same.

SECTION NO. 26: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 27: AGREEMENT TO BE FILED

The COUNTY shall file this Agreement with such offices or agencies as required by chapter 39.34 RCW.

SECTION NO. 28: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case either Party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other Party may, at its election, hold the other Party liable for all costs and damages caused by such delay.

SECTION NO. 29: GENERAL TERMS

29.1 This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties.

- 29.2 Each Party agrees to aid and assist the other Parties in accomplishing the objectives of this Agreement.
- 29.3 This Agreement shall be binding upon the Parties hereto, their successors and assigns.
- 29.4 The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or CITY during the term of this Agreement and three (3) years after termination.

SECTION NO. 30: CHAPTER 39.34 RCW REQUIRED CLAUSES

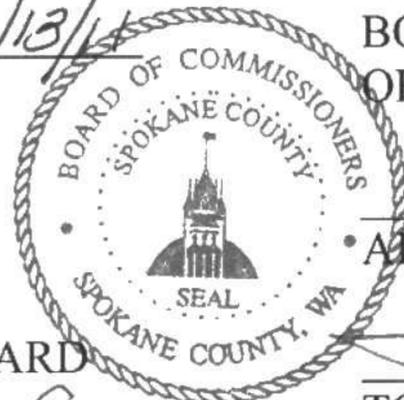
- A. Purpose. See SECTION NO. 3.
- B. Agreement to be Filed. See SECTION NO. 27.
- C. Duration. See SECTION NO. 4.
- D. Termination. See SECTION NO. 4.
- E. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- F. Responsibilities of the Parties. See SECTION NOS. 7 and 8.
- G. Property upon Termination. See SECTION NO. 11.

SECTION NO. 31: SEVERABILITY

The Parties agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signatures.

DATED: 12/13/11



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Al French

AL FRENCH, Chair

ATTEST:
CLERK OF THE BOARD

Todd Mielke

TODD MIELKE, Vice-Chair

BY: *Daniela Erickson*
DANIELA ERICKSON

Mark Richard

MARK RICHARD, Commissioner

DATED: 12/06/2011

SPOKANE COUNTY SHERIFF:

Ozzie D. Knezovich

OZZIE D. KNEZOVICH

Approved as to form only:

Spokane County Prosecuting Attorney

DATED: 12/5/2011

CITY OF MILLWOOD:

Daniel N. Mork

DANIEL MORK, Mayor

Attest:

Tom Richardson
TOM RICHARDSON
CITY Clerk

Approved as to form only:

CITY Attorney

Exhibit 1 Services

The COUNTY will provide law enforcement services consisting of the following:

Category 1 – Dedicated FTE's

- Patrol
- Traffic Investigation
- Property Crimes
- Community Services
- Domestic Violence Unit

Category 2 – Shared Services Investigative/Community Services/K-9

- Major Crimes
- Sex Crimes
- Property Crimes Task Force
- Investigative Support Unit
- Criminal Intelligence Unit
- Drug Endangered Children Detective
- Joint Terrorism Task Force
- Meth Detective
- Drug Task Force
- Gang Enforcement
- Intelligence LED Policing
- Marine/Search and Rescue
- K-9

Category 3 – Allocated with Administrative Costs

- Administration-Undersheriff and Staff
- Public Information Officer
- Office of Professional Standards and Training

Category 4 – County Responsibility or Other Cost Recovery Method

- Civil Process
- Marine Patrol Grant
- DEA Grant
- Drug Task Force Grant
- Sex Offender Registration
- Sex Offender Residency Verification Grant
- WA Meth Grant
- Child Sex Predator Grant
- Sheriff

Law Enforcement Services Allocated by Various Basis

- SCOPE/SIRT

- Radio Dispatch
- Helicopter
- Forensics
- Crime Check
- Records Management
- Property Room
- Explosive Disposal
- Communications

Law Enforcement Services included in the Per Commissioned Officer Rate

- LEIS
- Crime Analysis Unit
- Garage
- Firing Range
- Fleet
- SWAT/Hostage Negotiation
- Extra Duty Employment
- Reservist and Explorer Units
- Countywide Indirect Costs – OMB A-87
- Annual Changes in Accrued Leave

Sheriff's Office - 2010
 Commissioned Officer Worksheet
 Total Commissioned FTE: 227.00
 Total Included in Commissioned Officer Charge: 208.19
 Excludes those allocated along with administrative costs and those that are County responsibility.

Category 1					
Dedicated FTEs					
	Unincorp	Valley	Medical Lk	Deer Park	Total
Admin					
Chief/Inspector		1			1
Sergeant		1			1
Lieutenant		1			1
Patrol					
Captain	1				1
Lieutenant	2	2			4
Sergeant	8	6			14
Detective/Corp.		6			6
Deputies	55	44	5	2	106
Traffic/CVEO					
Sergeant		1			1
Detective/Corp.	2	1			3
Deputies	4	5			9
Property Crimes					
Sergeant		1			1
Detective/Corp.	3	6			9
Community Services					
Deputy	1	1			2
Domestic Violence					
Detective/Corp.	1				1
Deputy		1			1
SRO					
Deputies	3	4		1	8
Total Dedicated FTEs	80	81	5	3	169
Dedicated FTEs excluding SROs	77	77	5	2	161

Category 2	
Shared Services Investigative/Community Services/K-9	
Major Crimes	
Captain	1
Lieutenant	1
Sergeant	1
Detectives	6
Sex Crimes	
Sergeant	1
Detectives	5
Investigative Task Force	
Lieutenant	0
Sergeant	1
Detectives	7
CIU/DEC/JTTF/Meth %/DTF %	
Lieutenant	
Sergeant	4
Detectives	1
Deputies	1
Gang Enforcement	
Sergeant	1
Detective/Corp	2
Deputies	1
Total Investigative	31.44
Intelligence Led Policing	
Deputies	1
Marine/Search Rescue	
Deputies	2
K-9	
Deputies	5
Total Investigative/Support Serv	39.19

Category 3	
Allocated with Administrative Costs	
Command Staff	
Undersheriffs	2
PIO	
Sergeant	1
Training/OPS	
Lieutenant	2
Sergeant	1
Deputies	2
Total Administrative	8

Category 4	
County Responsibility/Other Cost Recovery Method	
Civil	
Lieutenant	
Deputies	3
Marine Patrol	
Deputy	0
DEA	
Detective/Corp	1
DTF	
Detective/Corp	2
Deputies	1
Sex Offender Registration	
Detective/Corp	0
Sex Off. Res. Verif. SA03	
Detective/Corp	1
ISU Federal Seizures	
Detective/Corp	1
Child Sex Pred Grant	
Deputy	1
Admin	
Sheriff	1
Total County/Other	11

Spokane County Sheriff's Office

Law Enforcement Cost Allocation Model

Allocation of Commissioned Officers Between Unincorporated and Small Cities

Based on 2009 Actuals

Type of Allocation:

A-87

	Population	% of Total	Regular Officers	Unincorp.
Unincorporated - District 8	11,066	86.9%	5.22	5.22
Millwood	1,665	13.1%	0.78	
Total District 8	12,731		6.00	
Unincorporated - District 10	14,739	91.9%	2.76	2.76
Rockford	499	3.1%	0.09	
Fairfield	603	3.8%	0.11	
Latah	194	1.2%	0.04	
Total -District 10	16,035	100.0%	3.00	
Spangle	275	2.4%	0.07	
Waverly	127	1.1%	0.03	
Unincorporated - District 11	10,824	96.4%	2.89	2.89
Total Districts 11	11,226	100.0%	3.00	
Total Officers District 10 & 11			6.00	
Unincorporated - District 8, 10,11				10.87
Total Unincorporated Dedicated Officers		77	12.00	65.00
Total Unincorporated not including small cities				<u>75.87</u>

Population numbers used

2009 statistics

Spokane County Sheriff's Office
 Law Enforcement Cost Allocation Model
 Summary of Client Charges
 Based on 2009 Actuals

Type of Allocation:
A-87

	Other Allocations Charge for 2009		3.25% 2010		1.250% 2010		BUDGET 2010		0.00% 2011		1.250% 2011		Other Allocations BUDGET 2011	
	COLA	MULTIPLIER	COLA	MULTIPLIER	CONTRACT	CONTRACT	COLA	MULTIPLIER	CONTRACT	CONTRACT	COLA	MULTIPLIER	CONTRACT	CONTRACT
Spokane	44,950	17,850	1,445,874	-	18,073	1,463,947	-	-	-	-	-	-	1,463,947	
Spokane Valley	71,320	28,322	2,294,105	-	28,676	2,322,781	-	-	-	-	-	-	2,322,781	
Deer Park	4,118	1,635	132,464	-	1,656	134,120	-	-	-	-	-	-	134,120	
Millwood	2,194	871	70,571	-	882	71,453	-	-	-	-	-	-	71,453	
Spangle	136	54	4,384	-	55	4,439	-	-	-	-	-	-	4,439	
Rockford	423	168	13,616	-	170	13,786	-	-	-	-	-	-	13,786	
Airway Heights	2,337	928	75,166	-	940	76,106	-	-	-	-	-	-	76,106	
Fairfield	315	125	10,137	-	127	10,264	-	-	-	-	-	-	10,264	
Liberty Lake	2,027	805	65,199	-	815	66,014	-	-	-	-	-	-	66,014	
Medical Lake	1,687	670	54,262	-	678	54,940	-	-	-	-	-	-	54,940	
Latah	92	37	2,973	-	37	3,010	-	-	-	-	-	-	3,010	
Waverly	57	23	1,829	-	23	1,852	-	-	-	-	-	-	1,852	
Cheney	363	144	11,666	-	146	11,812	-	-	-	-	-	-	11,812	
Fairchild AFB	166	66	5,326	-	67	5,393	-	-	-	-	-	-	5,393	
Unincorporated County	125,344	49,776	4,031,858	-	50,398	4,082,256	-	-	-	-	-	-	4,082,256	
Total	255,529	101,474	8,219,431	-	102,743	8,322,174	-	-	-	-	-	-	8,322,174	
County Responsibility/Other Cost Recovery	1,348,927	535,680	43,390,051	-	542,376	43,932,427	-	-	-	-	-	-	43,932,427	
Total Costs Net of Revenues	1,604,456	637,154	51,609,482	-	645,119	52,254,601	-	-	-	-	-	-	52,254,601	

Commissioned Officer Rate \$ 124,075 4,032 1,601 129,708 - 1,621 131,329

Spokane County Sheriff's Office
 Law Enforcement Cost Allocation Model
 Commissioned Officer Rate and Allocation
 Based on 2009 Actuals

Type of Allocation:

A-87

2011 Allocation of Commissioned Officer Charge

	Dedicated Officers	Dedicated Commissioned Officer Charge	Investigative Community Serv K-9 Charge	School Resource Officers	SRO Charge	SRO Contract Revenue	Net SRO Charge	Total Commissioned Officer Charge
Spokane								
Spokane Valley	77.00	10,112,336	2,466,216	4.00	525,316	38,176	487,140	13,065,692
Deer Park	2.00	262,658	91,486	1.00	131,329	9,544	121,785	475,929
Millwood	0.78	103,054	60,930	-	-	-	-	163,984
Spangle	0.07	9,651	1,574	-	-	-	-	11,226
Rockford	0.09	12,261	13,572	-	-	-	-	25,832
Airway Heights	-	-	2,198	-	-	-	-	2,198
Fairfield	0.11	14,816	7,611	-	-	-	-	22,427
Liberty Lake	-	-	3,846	-	-	-	-	3,846
Medical Lake	5.00	656,645	61,781	-	-	-	-	718,426
Latah	0.04	4,767	899	-	-	-	-	5,666
Waverly	0.03	4,457	894	-	-	-	-	5,351
Cheney	-	-	-	-	-	-	-	-
Fairchild AFB	-	-	-	-	-	-	-	-
Unincorporated County	75.87	9,963,331	2,435,866	3.00	393,987	28,632	365,355	12,764,552
Total All Jurisdictions	161.00	21,143,976	5,146,873	8.00	1,050,632	76,352	974,280	27,265,130

Commissioned Officer Rate

Total Commissioned Officers Serving Local Jurisdictions
 2009 Actuals for Commissioned Officer Rate with Multipliers

208.19
131,329

Spokane County Sheriff's Office
 Law Enforcement Cost Allocation Model
Summary of Client Charges
Based on 2009 Actuals

	Commissioned Officer Charge	Other Allocations	Actual Total Charge for 2008	PAID 2009	Settle and Adjust 2010 CONTRACT
Spokane	-	1,562,405	1,562,405		
Spokane Valley	13,018,019	2,189,664	15,207,683	-	-
Deer Park	470,641	112,040	582,681		
Millwood	143,142	60,011	203,154		
Spangle	20,113	4,036	24,149		
Rockford	73,329	10,615	83,944		
Airway Heights	663	68,715	69,377		
Fairfield	37,962	7,543	45,505		
Liberty Lake	828	73,889	74,717		
Medical Lake	166	43,760	43,925		
Latah	13,060	2,280	15,340		
Waverly	8,299	1,648	9,947		
Cheney	331	15,213	15,545		
Fairchild AFB	166	3,073	3,238		
Unincorporated County	14,354,497	3,231,984	17,586,481		
Total	28,141,216	7,386,876	35,528,092		
County Responsibility/Other Cost Recovery	-	41,541,344	41,541,344		
Total Costs Net of Revenues	28,141,216	48,928,220	77,069,436		

Spokane County Sheriff's Office
 Law Enforcement Cost Allocation Model
 Summary of Client Charges
 Based on 2009 Actuals

Type of Allocation:
 A-87

	Commissioned Officer Charge	Other Allocations	Total Contract Budget for 2011	2009		Monthly Billing 2011
				Settle & Adjust Carry Forward 2011	Total Contract Budget Including Carry Forward	
Spokane	-	1,463,947	1,463,947	-	1,463,947	
Spokane Valley	13,065,692	2,322,781	15,388,474	-	15,388,474	1,282,373
Deer Park	475,929	134,120	610,049	-	610,049	50,837
Millwood	163,984	71,453	235,436	-	235,436	19,620
Spangle	11,226	4,439	15,665	-	15,665	1,305
Rockford	25,832	13,786	39,619	-	39,619	3,302
Airway Heights	2,198	76,106	78,304	-	78,304	6,525
Fairfield	22,427	10,264	32,691	-	32,691	2,724
Liberty Lake	3,846	66,014	69,860	-	69,860	5,822
Medical Lake	718,426	54,940	773,366	-	773,366	64,447
Latah	5,666	3,010	8,676	-	8,676	723
Waverly	5,351	1,852	7,203	-	7,203	600
Cheney	-	11,812	11,812	-	11,812	984
Fairchild AFB	-	5,393	5,393	-	5,393	449
Unincorporated County	12,764,552	4,082,256	16,846,808	-		
Total	27,265,130	8,322,174	35,587,304			
County Responsibility/Other Cost Recovery	-	43,932,427	43,932,427			
Total Costs Net of Revenues	27,265,130	52,254,601	79,519,731			