

NO. 12-0984

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN )  
INTERLOCAL AGREEMENT FOR COSTS )  
INCIDENT TO DISPATCH AND LAW )  
ENFORCEMENT SERVICES IN THE CITY OF )  
LIBERTY LAKE )

**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to the provisions of RCW 36.28.010, the Spokane County Sheriff is the Chief Executive Officer and conservator of the peace of Spokane County; and

**WHEREAS**, Spokane County has set forth the direct and indirect costs for law enforcement services further described in Exhibits 1, 2 and 2a, attached hereto; and

**WHEREAS**, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

**WHEREAS**, the City of Liberty Lake desires to utilize the services of the Spokane County Sheriff's Office for the purposes of dispatch and law enforcement services.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Spokane County, Washington, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document titled "INTERLOCAL AGREEMENT FOR COSTS INCIDENT TO DISPATCH AND LAW ENFORCEMENT SERVICES IN THE CITY OF LIBERTY LAKE," pursuant to which, under certain terms and conditions, the City of Liberty Lake will utilize the services of the Spokane County Sheriff's Office for the purpose of law enforcement services for a cost further described in Exhibits 1, 2 and 2a, attached hereto.

**ADOPTED** by the Board of County Commissioners of Spokane County, Washington this 4<sup>th</sup> day of December 2012.



ATTEST:

  
Daniela Erickson  
Clerk of the Board

  
Todd Mielke, Chair

  
Mark Richard, Vice-Chair

  
Al French, Commissioner

### AGENDA SHEET

**SUBMITTING DEPARTMENT:** Sheriff's Office

**CONTACT PERSON:** Esther Larsen

**PHONE NUMBER:** 477-5709

**CHECK TYPE OF MEETING ITEM BELOW:**

9:30 AM CEO MEETING:

2:00 PM CONSENT AGENDA: X  
BY LEAVE:

5:30 PM LEGISLATIVE SESSION:   
BY LEAVE:

SPECIAL SESSION:

**BELOW FOR CLERK'S USE ONLY:**

Clerk's Resolution No. 12-0984  
Approved: Majority/Unanimous \_\_\_\_\_  
Denied: Majority/Unanimous \_\_\_\_\_  
Renews/Amends No. \_\_\_\_\_  
Public Works No. \_\_\_\_\_  
Purchasing Dept. No. \_\_\_\_\_

**AGENDA TITLE:**

**IN THE MATTER OF EXECUTING AN INTERLOCAL AGREEMENT FOR COSTS INCIDENT TO DISPATCH AND LAW ENFORCEMENT SERVICES IN THE CITY OF LIBERTY LAKE.**

**BACKGROUND:** (Attach separate sheet(s) if necessary):

*\$81,567 Pal*

**FISCAL IMPACT:** \$73,570 revenue for 2012 calendar year.

**REQUESTED BOARD ACTION:** Approve.

**SIGNATURES:** (Signatures must be completed before submitting to the Clerk of the Board).

*[Signature]*  
\_\_\_\_\_  
1) Legal Department #12984

*[Signature]*  
\_\_\_\_\_  
3) Budget Office

*[Signature]*  
\_\_\_\_\_  
5) Central Services

*[Signature]*  
\_\_\_\_\_  
2) Auditor's Office

*[Signature]*  
\_\_\_\_\_  
4) Department Head/Elected Official or Designated Authority (Requesting Agenda Item)

\_\_\_\_\_  
Other

This item will need to be codified in the Spokane County Code.

**INTERLOCAL AGREEMENT  
FOR COSTS INCIDENT TO DISPATCH AND LAW ENFORCEMENT SERVICES  
IN THE CITY OF LIBERTY LAKE**

12-0984

**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 Liberty Lake**, a municipal corporation of the State of Washington, having offices for the transaction of business at 22710 East Country Vista Drive, Liberty Lake, Washington 99019, 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 Liberty Lake 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 Liberty Lake.

- (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, 2012, and run through Midnight, December 31, 2012. Thereafter, this Agreement shall automatically renew, unless the termination process outlined herein is invoked:

- 4.1 **Process for Termination and Waiver of Statutory Terms.** To the extent that 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 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, 2012. If any Party desires to terminate the Agreement after that date, they shall provide written notice on or before December 31<sup>st</sup> of any year, with termination to be effective at Midnight, December 31<sup>st</sup> of the following year.

In the event the Agreement automatically renews beyond 2012, either Party may terminate the Agreement by giving notice on or before December 31<sup>st</sup> of the year preceding the year in which the services are to terminate. Termination then shall be effective on December 31<sup>st</sup> 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 **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" and with further details set forth in "Exhibit 2a", 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 30<sup>th</sup> of each year for determining the actual costs for the prior year. For example, the actual cost for the calendar year 2012 would be completed by September 30, 2013.
- 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 years 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.

Unless mutually agreed upon by the parties in writing, the COUNTY shall provide CITY with its preliminary adjustment in writing no later than September 30th for the previous calendar year. The adjustment will include a copy of the full LECAP. CITY will have thirty (30) calendar days from its receipt of the written adjustment to provide COUNTY with any written objections to the amounts set forth therein. COUNTY agrees to consider all written objections received from CITY and reply to CITY no later than fifteen (15) calendar days of receipt of CITY'S objections with the final adjustment. In the event that the Parties cannot mutually resolve any written objections(s) submitted by CITY within an additional fifteen (15) calendar days, 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. 14.

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. 14 shall include at the request of any Party, a determination of whether interest is appropriate, including the amount.

#### **SECTION NO. 7: PROPERTY AND EQUIPMENT**

- 7.1 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.
- 7.2 The CITY agrees that the SHERIFF may use the SHERIFF'S stationery in conjunction with providing services under this Agreement.

#### **SECTION NO. 8: REPORTING**

- 8.1 **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.
- 8.2 **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. 9: 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. 10: 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. 11: 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. 12: LIABILITY**

- 12.1 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.
- 12.2 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.

- 12.3 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.
- 12.4 In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release 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.
- 12.5 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.
- 12.6 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. 13: 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. 14: 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. 15: ASSIGNMENT**

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

#### **SECTION NO. 16: 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. 17: 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. 18: 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. 19: 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. 20: 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. 21: 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. 22: 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. 23: AGREEMENT TO BE FILED**

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

**SECTION NO. 24: 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. 25: GENERAL TERMS**

25.1 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.

- 25.2 Each Party agrees to aid and assist the other Parties in accomplishing the objectives of this Agreement.
- 25.3 This Agreement shall be binding upon the Parties hereto, their successors and assigns.
- 25.4 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. 26: CHAPTER 39.34 RCW REQUIRED CLAUSES**

- A. Purpose. See SECTION NO. 3.
- B. Agreement to be Filed. See SECTION NO. 23.
- 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. Property upon Termination. See SECTION NO. 7.

**SECTION NO. 27: 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.

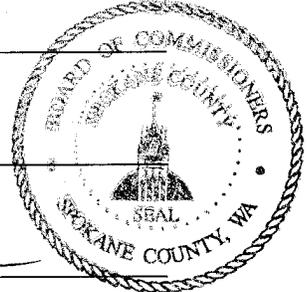
DATED: 12/4/2012

**BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON**

Absent  
TODD MIELKE, Chair

[Signature]  
MARK RICHARD, Vice-Chair

[Signature]  
AL FRENCH, Commissioner



ATTEST:  
CLERK OF THE BOARD

BY: [Signature]  
DANIELA ERICKSON  
12-0984

DATED: \_\_\_\_\_

**SPOKANE COUNTY SHERIFF**

[Signature]  
OZZIE D. KNEZOVICH

Approved as to form only:

[Signature]  
Spokane County Prosecuting Attorney  
[Signature], D,PA

DATED: 12/11/12

**CITY OF LIBERTY LAKE**

[Signature]  
STEVE PETERSON, Mayor

Attest:

[Signature]  
CITY Clerk

Approved as to form only:

[Signature]  
CITY Attorney

## **Exhibit 1**

### **Services**

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

Radio Dispatch

The COUNTY **may** provide the following law enforcement services as necessary or requested by the CITY:

Sheriff's Community Oriented Policing Effort (S.C.O.P.E.)

S.C.O.P.E. Incident Response Team (S.I.R.T.)

Helicopter

Forensics

Explosive Disposal

K-9

# Exhibit 2

Type of Allocation:  
A-87

**Spokane County Sheriff's Office**  
 Law Enforcement Cost Allocation Model  
 Summary of Client Charges  
 Based on 2010 Actuals

	0.00% 2011		1.250% 2011		BUDGET 2011		0.00% 2012		1.250% 2012		BUDGET 2012		Other Allocations
	COLA	MULTIPLIER	MULTIPLIER	CONTRACT	COLA	MULTIPLIER	CONTRACT	COLA	MULTIPLIER	CONTRACT	Other Allocations		
Spokane	-	20,205	-	1,636,616	-	20,458	-	-	20,458	-	1,657,074	1,616,411	
Spokane Valley	-	29,908	-	2,422,569	-	30,282	-	-	30,282	-	2,452,851	2,392,661	
Deer Park	-	1,512	-	122,444	-	1,531	-	-	1,531	-	123,975	120,932	
Millwood	-	1,048	-	84,874	-	1,061	-	-	1,061	-	85,935	83,826	
Spangle	-	42	-	3,422	-	43	-	-	43	-	3,465	3,380	
Rockford	-	125	-	10,106	-	126	-	-	126	-	10,232	9,981	
Airway Heights	-	1,175	-	95,140	-	1,189	-	-	1,189	-	96,329	93,965	
Fairfield	-	89	-	7,201	-	90	-	-	90	-	7,291	7,112	
Liberty Lake	-	897	-	72,662	-	908	-	-	908	-	73,570	71,765	
Medical Lake	-	1,023	-	82,898	-	1,036	-	-	1,036	-	83,934	81,875	
Latah	-	35	-	2,815	-	35	-	-	35	-	2,850	2,780	
Waverly	-	13	-	1,047	-	13	-	-	13	-	1,060	1,034	
Cheney	-	25	-	1,996	-	25	-	-	25	-	2,021	1,971	
Fairchild AFB	-	52	-	4,195	-	52	-	-	52	-	4,247	4,143	
Unincorporated County	-	23,605	-	1,912,033	-	23,900	-	-	23,900	-	1,935,933	1,888,428	
<b>Total</b>	-	<b>79,753</b>	-	<b>6,460,016</b>	-	<b>80,750</b>	-	-	<b>80,750</b>	-	<b>6,540,766</b>	<b>6,380,263</b>	
County Responsibility/Other Cost Recovery	-	490,918	-	39,764,358	-	497,054	-	-	497,054	-	40,261,412	39,273,440	
Total Costs Net of Revenues	-	570,671	-	46,224,374	-	577,805	-	-	577,805	-	46,802,179	45,653,703	

\$ 134,932

Commissioned Officer Rate

1,687

136,619

1,708

138,327

Sheriff's Office - 2011  
 Commissioned Officer Worksheet  
 Total Commissioned FTE: 223.00  
 Total Included in Commissioned Officer Charge: 205.92  
 Excludes those allocated along with administrative costs and those that are County responsibility.

Category 1 Dedicated FTEs				Category 2 Shared Services/ Investigative/ Community Services/K-9				Category 3 Allocated with Administrative Costs				Category 4 County Responsibility/ Other Cost Recovery Method			
	Unincorp	Valley	Medical Lk	Deer Park	Total										
Admin						Major Crimes									
Chief/Inspector		1			1	Captain			1						
Sergeant		1			1	Lieutenant			1						
Lieutenant		1			1	Sergeant			1						
Patrol						Detectives			6						
Captain	1				1	Sex Crimes									
Lieutenant	2				4	Sergeant			1						
Sergeant	8				14	Detectives			4.84						
Detective/Corp.		6			6	Deputies			1.00						
Deputies	55.5	44	4.5	2	106	Investigative Task Force									
Traffic/CVEO						Lieutenant			0.25						
Sergeant		1			1	Sergeant			1						
Detective/Corp.	2	1			3	Detectives			6						
Deputies	4	5			9	CIU/DEC/JTTF/Meth %/DTF %									
Property Crimes						Lieutenant									
Sergeant		1			1	Sergeant			3.83						
Detective/Corp.		3			3	Detectives			0.25						
Deputies		6			9	Deputies									
Community Services						Gang Enforcement									
Deputy	1	1			2	Sergeant			1.00						
Domestic Violence						Detective/Corp			2.00						
Detective/Corp.		1			1	Deputies									
Deputy		1			1	Total Investigative			30.17						
SRO						Intelligence Led Policing									
Deputies	3	4			7	Deputies			1						
Total Dedicated FTEs	80.5	81	4.5	2	168	Marine/Search Rescue									
Dedicated FTEs excluding SROs	77.5	77	4.5	2	161	Deputies			1.75						
						K-9									
						Deputies			5						

**Spokane County Sheriff's Office**

Law Enforcement Cost Allocation Model

*Allocation of Commissioned Officers Between Unincorporated and Small Cities*

**Based on 2010 Actuals**

**Type of Allocation:**

A-87

	Population	% of Total	Regular Officers
Unincorporated - District 8	10,265	85.2%	5.11
Millwood	1,786	14.8%	0.89
<b>Total District 8</b>	<b>12,051</b>		<b>6.00</b>
Rockford	470	3.1%	0.09
Fairfield	612	4.0%	0.12
Latah	193	1.3%	0.04
Unincorporated - District 10	13,885	91.6%	2.75
<b>Total Unincorporated 10 plus cities</b>	<b>15,160</b>		<b>3.00</b>
Spangle	278	2.3%	0.07
Waverly	107	0.9%	0.03
Unincorporated - District 11	11,962	96.9%	2.91
<b>Total Unincorporated 11 plus cities</b>	<b>12,347</b>		<b>3.00</b>
<b>Total Officers District 10 and 11</b>			<b>6.00</b>
Unincorporated-Dist 10 & 11			
<b>Total Small Cities</b>			<b>1.24</b>
<b>Total Commissioned Officers without SRO</b>			<b>77.50</b>
<b>Total Unincorporated without small cities</b>			<b>76.26</b>

**Based on 2010 Census**

Spokane County Sheriff's Office Law Enforcement Cost Allocation Model Commissioned Officer Summary Based on 2010 Actuals													Type of Allocation: A-97				
Commissioned Officers Dedicated to Local Jurisdictions																	
	Spokane Valley	Deer Park	Milkwood	Spangle	Rockford	Highway Heights	Fairfield	Liberty Lake	Medical Lake	Latah	Weaverly	Cheney	Fairchild AFB	Unincorporated County	Total Costs	Commissioned Officer Rate	Total FTE
Dedicated FTEs excluding SROs	77.00	2.00	0.89	0.07	0.99	-	0.12	-	4.50	0.04	0.03	-	76.26	3.00			161.00
School Resource Officers	4.00	-	-	-	-	-	-	-	-	-	-	-	-	-			7.00
Total Dedicated FTEs	81.00	2.00	0.89	0.07	0.99	-	0.12	-	4.50	0.04	0.03	-	76.26	3.00			168.00
Category 2	8,686.50	417.00	214.50	11.00	40.00	-	24.00	-	237.00	13.50	5.50	-	7,387.00	-			17,056.00
Avg RMS & Cases	2,127,865.90	102,032.82	52,484.51	2,691.51	9,787.32	-	5,672.39	-	57,989.88	3,303.22	1,345.78	-	1,809,920.31	-			4,173,313.62
Total Investigative Dollars																	136.327
K-9	2,502	24	71	2	6	12	2	45	16	1	-	-	1,211	-			3,892.00
Total K-9 Dollars	444,621.23	4,264.95	12,617.15	355.41	1,066.24	2,132.48	355.41	7,996.78	2,943.30	177.71	-	-	215,202.36	-			991,633.02
Intelligence Led Policing																	6.00
Dedicated FTEs excluding SROs	77.00	2.00	0.89	0.07	0.09	-	0.12	-	4.50	0.04	0.03	-	76.26	-			161.00
Total Community FTEs	181,929.55	4,793.44	2,100.98	159.59	219.75	-	289.14	-	19,632.25	90.24	61.43	-	180,182.76	-			380,399.16
Total Investigative/Community Services Costs	2,754,436.68	111,025.21	67,203.53	3,206.59	11,073.40	2,132.48	6,514.07	7,996.78	71,469.92	3,571.20	1,407.21	-	2,205,394.72	-			205.92
Statistics for Avg RMS & Cases and K-9	from 2010 Actuals																
	Check OK																

Spokane County Sheriff's Office  
 Law Enforcement Cost Allocation Model  
 Commissioned Officer Rate and Allocation  
 Based on 2010 Actuals

Type of Allocation:

A-87

2012 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	10,651,148	2,754,437	4.00	553,306	82,584	470,722	13,876,307
Deer Park	2.00	276,653	111,025	-	-	-	-	387,678
Millwood	0.89	123,003	67,204	-	-	-	-	190,208
Spangle	0.07	9,344	3,207	-	-	-	-	12,550
Rockford	0.09	12,865	11,073	-	-	-	-	23,939
Airway Heights	-	-	2,132	-	-	-	-	2,132
Fairfield	0.12	16,752	6,514	-	-	-	-	23,267
Liberty Lake	-	-	7,997	-	-	-	-	7,997
Medical Lake	4.50	622,470	71,470	-	-	-	-	693,940
Latah	0.04	5,283	3,571	-	-	-	-	8,854
Waverly	0.03	3,596	1,407	-	-	-	-	5,003
Cheney	-	-	-	-	-	-	-	-
Fairchild AFB	-	-	-	-	-	-	-	-
Unincorporated County	76.26	10,549,468	2,205,395	3.00	414,980	61,938	353,042	13,107,904
<b>Total All Jurisdictions</b>	<b>161.00</b>	<b>22,270,583</b>	<b>5,245,432</b>	<b>7.00</b>	<b>968,286</b>	<b>144,523</b>	<b>823,764</b>	<b>28,339,779</b>
Sub-total								

Commissioned Officer Rate

Total Commissioned Officers Serving Local Jurisdictions  
 2010 Actuals for Commissioned Officer Rate with Multipliers

205.92
138,327

**Spokane County Sheriff's Office**  
 Law Enforcement Cost Allocation Model  
 Summary of Client Charges  
 Based on 2010 Actuals

	Commissioned Officer Charge	Other Allocations	Actual Total Charge for 2010	PAID 2010	Settle and Adjust 2010 CONTRACT
Spokane	-	1,619,802	1,619,802		
Spokane Valley	14,230,687	2,429,245	16,659,932	16,563,012	96,920
Deer Park	527,903	170,574	698,477	<del>698,477</del>	63,114
Millwood	201,334	110,480	311,814	<del>311,814</del>	(18,334)
Spangle	13,088	7,003	20,091	20,091	-
Rockford	26,148	16,131	42,279	42,279	-
Airway Heights	2,108	94,074	96,183	96,183	-
Fairfield	24,488	15,151	39,639	39,639	-
Liberty Lake	7,906	73,877	81,783	81,783	-
Medical Lake	770,106	147,893	917,999	<del>917,999</del>	-
Latah	9,591	5,295	14,886	14,886	-
Waverly	5,287	2,428	7,716	7,716	-

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

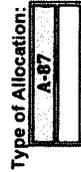
**Type of Allocation:**

A-87

**Summary - Charges to Clients**

	Commissioned Officer Charge	Other Allocations	Total Contract Budget for 2011
Spokane	-	1,463,947	1,463,947
Spokane Valley	13,442,670	2,322,781	15,765,451
Deer Park	493,287	134,120	627,407
Millwood	163,984	71,453	235,436
Spangle	11,226	4,439	15,665
Rockford	25,832	13,786	39,619
Airway Heights	2,198	76,106	78,304
Fairfield	22,427	10,264	32,691
Liberty Lake	3,846	66,014	69,860
Medical Lake	718,426	54,940	773,366
Latah	5,666	3,010	8,676
Waverly	5,351	1,852	7,203
Cheney	-	11,812	11,812
Fairchild AFB	-	5,393	5,393

Spokane County Sheriff's Office  
 Law Enforcement Cost Allocation Model  
 Summary of Client Charges  
 Based on 2010 Actuals



	Commissioned Officer Charge	Other Allocations	Total Contract Budget for 2012	2010		Total Contract Budget Including Carry Forward	Monthly Billing 2012	Small Town With Maximum 10% Increase Per Year Over 2011 Budget	Lower of 10% Max CCM	Final Total Contract Budget Including Carry Forward	Monthly Billing
				Settle & Adjust Carry Forward	2010						
Spokane	-	1,657,074	1,657,074	-	1,657,074	1,657,074	1,368,840		16,426,078	1,368,840	
Deer Park	13,876,307	2,452,851	16,329,158	96,920	16,426,078	16,426,078	47,897		574,768	47,897	
Millwood	387,678	123,975	511,653	63,114	574,768	574,768	21,484	258,980	257,807	21,484	
Spangle	190,206	85,935	276,141	(18,334)	257,807	257,807	1,335	17,232	16,015	1,335	
Rockford	12,550	3,465	16,015	-	16,015	16,015	2,848	43,581	34,170	2,848	
Airway Heights	23,939	10,232	34,170	-	34,170	34,170	8,205	35,960	30,557	8,205	
Fairfield	2,132	96,329	98,462	-	98,462	98,462	2,546		81,567	2,546	
Liberty Lake	23,267	7,291	30,557	-	30,557	30,557	6,797		777,873	6,797	
Medical Lake	7,997	73,570	81,567	-	81,567	81,567	64,823		11,704	64,823	
Latah	693,940	83,934	777,873	-	777,873	777,873	975	9,543	9,543	975	
Waverly	8,854	2,850	11,704	-	11,704	11,704	505	7,923	6,063	505	
Cheney	5,003	1,060	6,063	-	6,063	6,063					
Fairchild AFB	-	2,021	2,021	-	2,021	2,021					
Unincorporated County	-	4,247	4,247	-	4,247	4,247					
Total	13,107,904	1,935,933	15,043,838	-	15,043,838	15,043,838					
County Responsibility/Other Cost Recovery	28,339,779	6,540,766	34,880,544	-	34,880,544	34,880,544					
Total Costs Net of Revenues	-	40,261,412	40,261,412	-	40,261,412	40,261,412					
	19,969,979		19,969,979		19,969,979	19,969,979				1,526,075	

# Exhibit 2a

Spokane County Sheriff's Office  
 Law Enforcement Cost Allocation Model  
 Client Allocations  
 Based on 2010 Actuals

A.37 Allocation

Client Cities / Agencies	Allocation Factor:	(Choose Allocation Basis and Type on Selection Number)												
		Factor #:	13	13	13	13	17	17	17	17	17			
		Population by City excluding Spokane	Population by City excluding Spokane	To Commissioned Officer Rate	County Responsibility or Other Cost Recovery Method	To Commissioned Officer Rate	County Responsibility or Other Cost Recovery Method	To Commissioned Officer Rate						
Spokane Valley	0055	JU1	SRO0	XTRA	0090	0034	0040	0091	0041/99/60	0099	0071/72			
Deer Park	Expl Disposal - County Costs	City of Spokane Costs	School Resource Officer	Extra Duty	ISU	Community Services	Detectives	DEA	Patrol	Marine Patrol	Reservists/Explosives			
Milwood	\$ 1,829	\$ 841		\$ 14,359	\$ 2,235,750	\$ 143,321	\$ 4,512,657	\$ 65,727	\$ 17,945,106	\$ (688)	\$ 22,930			
Spangle	\$ 74	\$ 34												
Rockford	\$ 36	\$ 17												
Fairfield	\$ 6	\$ 3												
Liberty Lake	\$ 10	\$ 4												
Medical Lake	\$ 125	\$ 57												
Latah	\$ 12	\$ 6												
Cheney	\$ 155	\$ 71												
Fairchild AFB	\$ 103	\$ 47												
Unincorporated County	\$ 4	\$ 2												
County Responsibility/Other Cost Recovery	\$ 216	\$ 99												
To Commissioned Officer Rate	\$ 2,773	\$ 1,275												
<b>Total Allocated:</b>				\$ 885,878	\$ 14,359	\$ 2,235,750	\$ 143,321	\$ 4,512,657	\$ 65,727	\$ 17,945,106	\$ 22,930			
	\$ 5,345	\$ 2,458		\$ 885,878	\$ 14,359	\$ 2,235,750	\$ 143,321	\$ 4,512,657	\$ 65,727	\$ 17,945,106	\$ 22,930			

Spokane County Sheriff's Office  
 Law Enforcement Cost Allocation Model  
 Client Allocations  
 Based on 2010 Actuals

Cost Allocation

Client Cities / Agencies	Factor #:		1		3		4		5		8		10		11		12		17	
	To Commissioned Officer Rate	To Commissioned Officer Rate	To Commissioned Officer Rate	To Commissioned Officer Rate	# Forensics Unit Submissions	# Crime Check Reports	# RMS Reports	# Incidents involving Property Room	SCOPE - Volunteer Hours	SIRT Incident Responses	Population by City	County Responsibility or Other Cost Recovery Method								
Spokane	0049	0053	0036	0099CC	JU2	JU3	288	288SIRT	0046	FD515										
Spokane Valley																				
Deer Park																				
Millwood																				
Spangle																				
Rockford																				
Airway Heights																				
Fairfield																				
Liberty Lake																				
Medical Lake																				
Leath																				
Waverly																				
Cheney																				
Fairchild AFB																				
Unincorporated County																				
County Responsibility/Other Cost Recovery																				
To Commissioned Officer Rate	\$ 2,280,319	\$ 675,309	\$ 506,509	\$ 322,649	\$ 1,261,221	\$ 355,139	\$ 375,851	\$ 53,229	\$ 73,688	\$ 32,907,445										
<b>Amount Allocated:</b>	<b>\$ 2,280,319</b>	<b>\$ 675,309</b>	<b>\$ 506,509</b>	<b>\$ 322,649</b>	<b>\$ 1,261,221</b>	<b>\$ 355,139</b>	<b>\$ 375,851</b>	<b>\$ 53,229</b>	<b>\$ 73,688</b>	<b>\$ 32,907,445</b>										
<b>Total Allocated:</b>	<b>\$ 2,280,319</b>	<b>\$ 675,309</b>	<b>\$ 506,509</b>	<b>\$ 322,649</b>	<b>\$ 1,261,221</b>	<b>\$ 355,139</b>	<b>\$ 375,851</b>	<b>\$ 53,229</b>	<b>\$ 73,688</b>	<b>\$ 32,907,445</b>										

Spokane County Sheriff's Office  
 Law Enforcement Cost Allocation Model  
 Client Allocations  
 Based on 2010 Actuals

A-99 Allocation

Client Cities / Agencies	Factor #:		17		2		17		17		17		17	
	15	17	17	040	# OF CAD Incidents	0037	0043	0050/58/93/94	GRNTFED	GRNTLOC	GRNTMAT	GRNTST	17	
Allocation Factor:	Population of Unincorporated	County Responsibility or Other Cost Recovery Method	Dept of Emergency Management	Dispatch	False Alarm Ordinance	Seizures - State Federal, Task Force	GRNTFED	GRNTLOC	GRNTMAT	GRNTST	County Responsibility or Other Cost Recovery Method	County Responsibility or Other Cost Recovery Method	County Responsibility or Other Cost Recovery Method	
Direct Service Department:	TRAF	0042	040	0037	0043	0050/58/93/94	GRNTFED	GRNTLOC	GRNTMAT	GRNTST	County Responsibility or Other Cost Recovery Method	County Responsibility or Other Cost Recovery Method	County Responsibility or Other Cost Recovery Method	
Amount Allocated:	\$ 7,251	\$ 530,010	\$ 1,925,882	\$ 1,607,001	\$ 3,301	\$ 187,679	\$ 1,325,308	\$ 3,977	\$ 113,900	\$ 602,899	\$ 12,897	\$ 12,897		
Spokane Valley				\$ 677,998										
Deer Park				\$ 40,152										
Millwood				\$ 17,707										
Spangle				\$ 628										
Rockford				\$ 3,999										
Arway Heights				\$ 87,533										
Fairfield				\$ 1,420										
Liberty Lake				\$ 54,028										
Medical Lake				\$ 35,472										
Latah				\$ 489										
Waverly				\$ 93										
Cheney														
Fairchild AFB														
Unincorporated County	\$ 7,251	\$ 530,010	\$ 1,925,882	\$ 688,680	\$ 3,301	\$ 187,679	\$ 1,325,308	\$ 3,977	\$ 113,900	\$ 602,899	\$ 12,897	\$ 12,897		
County Responsibility/Other Cost Recovery To Commissioned Officer Rate														
<b>Total Allocated</b>	<b>\$ 7,251</b>	<b>\$ 530,010</b>	<b>\$ 1,925,882</b>	<b>\$ 1,607,001</b>	<b>\$ 3,301</b>	<b>\$ 187,679</b>	<b>\$ 1,325,308</b>	<b>\$ 3,977</b>	<b>\$ 113,900</b>	<b>\$ 602,899</b>	<b>\$ 12,897</b>	<b>\$ 12,897</b>		





Spokane County Sheriff's Office  
 Law Enforcement Cost Allocation Model  
 Summary of Client Charges  
 Based on 2010 Actuals

Type of Allocation:



Summary - Charges to Clients

	Commissioned Officer Charge	Other Allocations	Total Charge for 2010	Final Year MDC Credit	Net Charge for 2010
Spokane	-	1,616,411	1,616,411		
Spokane Valley	14,040,152	2,392,661	16,432,813	(22,991)	16,409,822
Deer Park	520,632	120,932	641,563		
Millwood	198,652	83,826	282,478		
Spangle	12,914	3,380	16,294		
Rockford	25,800	9,981	35,780		
Airway Heights	2,080	93,965	96,045		
Fairfield	24,162	7,112	31,274		
Liberty Lake	7,801	71,765	79,565		
Medical Lake	759,847	81,875	841,722		
Latah	9,463	2,780	12,243		
Waverly	5,217	1,034	6,251		
Cheney	-	1,971	1,971		
Fairchild AFB	-	4,143	4,143		
Unincorporated County	13,620,360	1,888,428	15,508,789		
<b>Total</b>	<b>29,227,078</b>	<b>6,380,263</b>	<b>35,607,341</b>		
County Responsibility/Other Cost Recovery	-	39,273,440	39,273,440		
<b>Total Costs Net of Revenues</b>	<b>29,227,078</b>	<b>45,653,703</b>	<b>74,880,781</b>		