

AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN THE TOWN OF

FOUNTAIN HILLS

AND

MARICOPA COUNTY

on behalf of the Sheriff's Office

C-50-24 -070 - X -00

October 1, 2023 through June 30, 2026

With One, Three-Year Automatic Renewal

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**Agreement for Law Enforcement Services
Between the Town of Fountain Hills
and Maricopa County
on behalf of the Sheriff's Office
C-50-24-070-X-00**

THIS INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES (this "Agreement") is made and entered into October 1, 2023 between the Town of Fountain Hills, an Arizona municipal corporation ("Fountain Hills") or ("Town") and Maricopa County, a political subdivision of the State of Arizona (the "County") on behalf of the Maricopa County Sheriff's Office ("MCSO"), together the Parties.

RECITALS

WHEREAS Fountain Hills has the jurisdiction and responsibility, pursuant to the laws of the State of Arizona, to provide for public health, safety, and the welfare of the people and property within its corporate boundaries, including, but not limited to police protection; and

WHEREAS Fountain Hills has determined that it is more cost effective to continue contracting with the MCSO for Law Enforcement Services and desires to enter into this Agreement with the County whereby the MCSO will furnish Basic Law Enforcement Services to the Town.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. GENERAL PROVISIONS

A. Definitions

As used throughout this Agreement, the following terms shall have the meanings set forth in this Section:

Agreement means this document and all attachments hereto.

Annual Cost Notification Letter means the letter from the MCSO to the Town Manager that is issued by February 20 of each year with the updated Worksheet **Exhibit A**, indicating the costs for the next fiscal year.

Annual Credit means a potential cost credit resulting from an annual review of district posts both assigned and unassigned to the contract during the most recent fiscal year ending June 30 that would be applied to the annual Worksheet Exhibit A update for the next fiscal year.

Automatic Renewal Period means the period of time following the Initial Term of this Agreement as established in Section D. below whereby this Agreement automatically renews for another term if neither party has provided notice to discontinue.

Basic Law Enforcement Services means patrol, responses to emergency calls, incident response, calls for service responses, arrests of suspects, dispatch and communications services, crime investigations, community crime prevention and awareness programs and activities, and vacation watch.

Beat means the basic increment of Law Enforcement Services used in determining service levels and cost. One beat = 1 deputy posted 24 x 7. One beat of patrol service requires five (5) Law Enforcement Officer FTE to staff plus corresponding FTE increments from the FTE staffing requirements, plus corresponding facilities, vehicles, equipment, supplies, technology, and dispatch communications services.

Board means the Maricopa County Board of Supervisors or “BOS.”

Calendar Year means a twelve-month period beginning January 1 and ending December 31.

Complaint means an allegation of employee misconduct. The complaint may be made verbally or in writing, in person, by phone, by mail, or online; and may be by the individual complainant, someone acting on the complainant’s behalf or anonymously; and with or without a signature.

Contracted Level of Service means the number of beats or fractions of beats, optional staffing and the component resources that support the Agreement and are incorporated in Worksheet Exhibit A.

County means Maricopa County, a political subdivision of the State of Arizona.

Day means calendar day.

Deputy means sworn Law Enforcement Officer for the Maricopa County Sheriff’s Office and can also be referred as “Detective”; “School Resource Officer”; and “Traffic Enforcement Officer.”

District means MCSO designated regional sub-division for County Law Enforcement that is supported by a sub-station or sub-stations depending on the size.

District Commander means the Captain or designated Commander with rank of Lieutenant or higher of the Sheriff’s District Office or substation located within the corporate limits of Fountain Hills from which Law Enforcement Services for this Agreement are conducted.

Fiscal Year means a twelve-month period beginning July 1 through June 30.

FTE (full time equivalent) is a standard measure of unit for budgeted personnel that makes workloads comparable across the organization.

FTE Staffing Requirements means the calculated allocation of FTE per market range title/position per “unit” (e.g., beat, position type) required to staff one Beat of service for basic law enforcement service.

Indirect Cost Recovery means a predetermined percent applied to this contract's direct service costs to recover MCSO general administrative services costs such as Human Resources; Budget and Finance; Procurement; Executive Administration; Professional Standards Bureau, Sworn Officer Training; Risk Management; Fleet Management; and certain technology costs, that are not covered elsewhere in this Agreement.

Initial Term shall have the meaning set forth in **Section I, Subsection C**, below.

MCSO means the Maricopa County Sheriff and those functions, activities and facilities for which the Sheriff has mandated responsibility.

Off-Duty Assignments for Special Events means annually scheduled events identified by the Town that require additional public safety service for traffic control, crowd patrol, and increased security in general for the public and temporary vendors.

Optional, Supplemental Law Enforcement Services means continuing additional positions requested by that Town for service beyond the FTE Staffing Requirements for Basic Law Enforcement Service. Examples include traffic deputies, School Resource Officers, Community Policing Deputies, Crime Analysts, supplemental Clerical, and additional supervisory positions.

Other Law Enforcement Services means supplemental and/or specialized law enforcement resources that are available within MCSO and deployed as necessary in special situations or that occur daily and are not included in Worksheet Exhibit A. Examples include Aircraft—helicopter and drones; Bomb Squad, Canine, Command Posts; Counter Terrorism; Crime Lab; Mounted Patrol; Posse Coordination; Property and Evidence; Special Investigations Division; Specialized Weapons and Tactics (S.W.A.T.); Traffic Enforcement methods and Accident Investigations; required Arizona Peace Officer Standards Training to maintain certifications, Records and ID, and Prisoner Transport.

Report means a regular (monthly, annual) Sheriff's Office communication that includes calls for service, crime, criminal activity, arrests, response times in report format to the Town compared with information and crime statistics from previous periods.

Staffing Allocation Factor means the FTE to staff one of three types of posts: 24-hour /7-day (5 post (5 FTE); 8-hour/ 7-day post (1.67) FTE; and 8-hour/5-day post (1.19) FTE.

Town means the Town of Fountain Hills, an Arizona municipal corporation.

Town Council means the Mayor and Town Council of the Town of Fountain Hills.

Town Manager means the Town Manager of the Town of Fountain Hills, or Town Manager's authorized designee.

Transitional Start Up Phase means any time period up to 12 months between when the Agreement or an amendment to the Agreement to increase services is approved through the time that contracted level of service and equipment is attained or stabilized.

Worksheet (Exhibit A) means the annualized cost detail information page(s) for the contracted level of service that is updated annually and is the basis for monthly billing amounts.

B. Legal Notices

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the County:

Jen Pokorski, County Manager
Maricopa County
301 W. Jefferson, 10th Floor
Phoenix, Arizona 85003

If to the Sheriff's Office:

Paul Penzone, Sheriff
MCSO
550 W Jackson, Fifth Floor
Phoenix, Arizona 85003

Russ Skinner, Chief Deputy
MCSO
550 W Jackson, Fifth Floor
Phoenix, AZ 85003

James R Prindiville, Executive Chief Financial Officer
MCSO
550 W. Jackson, Fifth Floor
Phoenix, Arizona 85003

If to the Town:

Ginny Dickey, Mayor
Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, AZ 85268

Town Manager
Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, AZ 85268

Aaron Arnson, Town Attorney
Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, AZ 85268

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have

been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

C. Term of the Agreement

This Agreement shall become effective October 1, 2023 (the “Effective Date”) following approval by the Town Council and the Board. This Agreement shall remain in full force and effect from the Effective Date through June 30, 2026 (the “Initial Term”), unless terminated pursuant to **Section I, Subsection F.** or continued through automatic renewal pursuant to Section I, Subsection D of this Agreement.

D. Automatic Renewal

Following the Initial Term, this Agreement shall automatically renew for one, three-year term, 7/1/2026 through 6/30/2029, with all the terms of this Agreement in effect, unless and until renegotiated or terminated pursuant to: (1) a non-renewal notice as set forth below in this Subsection or (2) **Section I, Subsection F** below.

Parties can extend this Agreement past the three-year automatic renewal term by amendment approved by the Parties prior to the automatic renewal end date (6/30/2029).

E. Amendments

This document contains the entire Agreement of the parties and cannot be changed orally. Any changes or modifications of this Agreement must be in the form of a written amendment (1) approved by the Town Council and the Board and (2) signed by both parties.

F. Termination

1. Without Cause. Either party shall have the right, upon twelve (12) months written notice to the other party, to terminate this Agreement without cause.
2. Uncured Breach. In the event of breach of any of the provisions of this Agreement, either party may terminate this Agreement for cause by serving written notice to the other party specifically setting forth the nature of the breach. If said breach has not been resolved within ninety (90) days after receipt of notice, then this Agreement shall be deemed terminated and both parties shall perform their respective obligations up to the date of such termination.

G. Insurance

The parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insured program may fulfill this insurance requirement; provided, however, that the unencumbered reserves available under any such self-insurance program shall be equal to or greater than the required minimum coverage

amounts set forth below. The parties to this Agreement shall exchange certificates of insurance or self-insurance.

1. General:

- a. Maricopa County is self-insured and any claims for which Maricopa County is found legally liable are paid under the Declaration of Trust for Maricopa County, Arizona Self-Insured Risk Trust Fund, adopted January 14, 2015. Maricopa County has no legal right to extend or convey "Additional Insured" status to the Town.
- b. Coverage Term: All insurance required herein shall be maintained in full force and effect until all Law Enforcement Services required to be performed under the terms of this Agreement are satisfactorily performed.
- c. Primary Insurance: County's insurance shall be primary insurance with respect to performance of the Law Enforcement Services included in this Agreement.
- d. Policy Deductibles and or Self-Insured Retentions: The County shall be solely responsible for any such deductible or self-insured retention amounts.

2. Required Insurance Coverage:

- a. Public Entity Liability: County shall maintain public entity liability coverage for bodily injury and property damage with an unimpaired limit of not less than \$5,000,000 for each occurrence; no aggregate limit. The policy shall cover liability arising from premises/operations and personal injury.
- b. Automobile Liability: The County shall maintain Business Automobile Liability insurance with a limit of \$5,000,000 combined single limit each occurrence on County's owned, hired and non-owned automobiles assigned to or used in the performance of the Law Enforcement Services under this Agreement.
- c. Workers' Compensation Insurance: County shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of County's employees engaged in the performance of Law Enforcement Services under this Agreement and shall also maintain Employer's Liability Insurance of \$2,000,000 for each accident, \$500,000 disease for each employee and \$2,000,000 disease-policy limit.

3. Cancellation, Material Changes and Expiration Notice: Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days' prior written notice to the Town.

4. Limitation on Insured Liability. The County shall only be liable for such claims, losses, damages or injuries that result from negligent actions or misconduct related

to Law Enforcement Services by the Sheriff's Office as contemplated by this Agreement.

H. Indemnification

1. Mutual Indemnity. To the extent permitted by law and notwithstanding any liability insurance or other conditions of this Agreement, each party hereby covenants and agrees to indemnify, defend and hold harmless the other party, its officers, employees, contractors and agents for, from and against all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which are the result of any act or omission of the party, its officers, employees, contractors, agents and/or anyone acting under its direction or control whether intentional or negligent, in connection with or incidental to this Agreement.
2. Sheriff's Office Actions. The Town shall not indemnify, defend or hold harmless the County, but the County shall indemnify the Town, for any suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature brought against the County as a result of any act or omission of the Sheriff's Office which is caused or alleged to have been caused by the negligence or misconduct of any member of the staff of the Sheriff's Office or which occurs while any such staff member is performing Law Enforcement Services not directly related to this Agreement. The County shall pay, on behalf of the Town, all judgments, fines, penalties, interest on judgments, fines and penalties, or costs including attorney's fees, court costs, expert witness fees and discovery costs associated with a claim brought hereunder. The indemnity under this Agreement shall commence as of the Effective Date of this Agreement and shall continue in full force and effect with respect to any and all actions, legal or administrative proceedings, claims, demands or damages of any kind or nature arising out of or relating to this Agreement.

I. Record Keeping and Audits

1. Required Records. The parties agree to maintain and furnish to each other such records and documents pertaining to the Law Enforcement Services provided pursuant to this Agreement as may be required by applicable Federal and State laws, rules and regulations.
2. Audit. Each party, prior to conducting an audit, must give thirty (30) calendar days' notice to the other party. If the audit indicates that fees or billable items have been charged incorrectly, each party agrees to make appropriate corrections and adjustments.

Audit requests will be limited to information that does not exceed the three most recent fiscal years closed.

J. Construction of Agreement

1. Superseding Prior Agreements. This Agreement replaces and supersedes any existing Agreement for Law Enforcement Service or Enforcement Communications Services between the two parties, the most recent being that certain Agreement for Law Enforcement Services between the parties recorded by the Town June 21, 2012 in Resolution No. 2012-19 and approved by the

Board of Supervisors on August 6, 2012 in record No. C-50-12-084-3-00 and two amendments thereafter Nos. C-50-12-084-3-01; C-50-12-084-3-02; and C-50-12-084-3-03.

2. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.
3. No Waiver; No Accord or Satisfaction. The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other or to take any action permitted as a result thereof shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than any that may be due and owing at any time shall not be construed as an accord and satisfaction.
4. Entire Agreement. This Agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the State of Arizona, Maricopa County, or the Town of Fountain Hills in any State or Federal Court.
5. Counterparts. This IGA is effective when signed by the Parties. This Agreement 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.
6. Governing Law, Dispute Resolution, and Jurisdiction. This Agreement shall be interpreted in accordance with Arizona law. Any litigation arising from the agreement, or the performance thereof will be decided in the federal or state courts of Maricopa County unless otherwise agreed to between the Parties. The laws of the State of Arizona shall govern the construction and interpretation of this IGA. This Agreement is subject to the provisions of A.R.S. § 12-1518 relating to the use of arbitration.
7. Compliance with Civil Rights. The Parties to this Agreement agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09, and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.

8. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

Parties acknowledge that under this IGA no employee of the Town is to be considered a County employee, and that no rights of County merit, County retirement, or County personnel rules shall accrue to such individual. The Town shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold MCSO harmless with respect thereto.

9. Independent Contractors. For purposes of A.R.S. § 31-121(d), the Sheriff's Office and its employees shall be considered to be peace officers engaged as independent contractors, not as employees, of the Town while performing the responsibilities imposed by this Agreement.
10. Cancellation for Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. (Cancellation of political subdivision and state contracts.)
11. E-Verify. The parties mutually warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that they and their subcontractors, if any, warrant their compliance with A.R.S. § 41-4401, and all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.
12. Scrutinized Business Operations. The parties certify that they do not have scrutinized business operations in either Sudan or Iran, per A.R.S. § 35-391.06 and 35-393.06.

II. SERVICES

The Sheriff's Office shall provide Law Enforcement Services at the level of patrol beats set forth in the Worksheet (**Exhibit A for FY 2024**), attached hereto as and incorporated herein by reference.

A. Service Provision

1. Scope of Services.
 - a. The County, by and through the MCSO, shall provide the Law Enforcement Services within the current incorporated limits of the Town. The MCSO shall investigate and enforce criminal violations of state statute and certain Town code violations that directly impact public safety and fall within the definition of Basic Law Enforcement Service set forth

above. The Town shall be primarily responsible for non-criminal Town Code/Ordinance code enforcement violations and may request assistance with the Sheriff.

- b. The Town Manager or designee and the District Commander shall establish between themselves the MCSO duties and responsibilities pertaining to the Town code violations, on-call Court Security, animal control issues and other local enforcement services that fall within the definition of basic Law Enforcement Services within this Agreement.
- c. Parties acknowledge that the MCSO's special response resources shall be deployed within the Town, when necessary, as determined by the Sheriff, for public safety. Such resources include:

- Aviation (Helicopter and Drones)
- Reserve and Posse Coordination and Resources
- Specialized Response (K-9 Units, Technical Operations Unit(s), Special Vehicles)
- Command Posts
- Specialized Weapons and Tactical Response (SWAT)

B. Performance Objectives

- 1. Response Times. Deputy response to calls for service will be provided twenty-four (24) hours per day, seven (7) days per week. Patrol deputies shall be physically within the Town's jurisdiction. The level of contracted service provided for in this Agreement shall allow management of dispatch and deputy response times for Emergency Priority 1 Calls as follows:
 - a. Emergency Priority 1 Calls shall be answered within sixty (60) seconds. The dispatch time shall be measured from the point at which the call is answered to the time the dispatcher initiates radio notification to the deputy assigned to respond. Any dispatch taking more than sixty (60) seconds to complete shall be documented, and reports shall be made available to the Town upon request.
 - b. Emergency Priority 1 Calls shall have a deputy on scene within five (5) minutes or less. Detail on Emergency Priority I responses taking longer than five (5) minutes to arrive on scene after dispatched will be furnished by the Sheriff's Office upon request from the Town.
- 2. Citation into Town Court. Misdemeanors, traffic infractions and civil violations occurring within the corporate limits of the Town shall be cited into the Town's Magistrate Court.
- 3. MCSO Presence: MCSO presence within the Town's jurisdiction is determined by the contracted level of service provided for in Worksheet (**Exhibit A**) of this Agreement. The staffing allocation factor, FTE staffing requirements, and Special Pay are intended to cover shift overlap, sick leave, vacation leave, normal short-term leaves and training.

- a. MCSO will make every effort to maintain a level of patrol coverage that is equivalent to the contracted number of beats.
 - b. MCSO will provide investigative service, supervision, management, dispatch/communications service dispatch, and administrative/clerical support for this Agreement per established MCSO staffing allocation factors.
4. Sustained Staffing Shortfalls
- a. Basic Law Enforcement Services will be MCSO's first priority, over Optional, Supplemental law enforcement services concerning continuous staffing of this contract.
 - b. MCSO's failure to staff a contracted duty post for sixty (60) consecutive days or more for any reason may result in an Annual Credit to be applied to the Personnel Services section of the next Annual Worksheet Exhibit A.

C. Establishment of Service Priorities

1. Personnel Utilization. MCSO District personnel shall be deployed and utilized in the safest, most efficient manner to meet the needs of the Town and MCSO, as determined by the MCSO District Commander in consultation with the Town Manager and consistent with the overall contracted level of service.
2. Setting Priorities. The MCSO District Commander and the Town Manager shall meet as needed to review progress and establish priorities for the delivery of Law Enforcement Services as desired by the Town and that align with the public safety priorities of the Town and MCSO.
 - a. Changes in priorities shall be supported by MCSO monthly incident report data and Town-specific needs.
 - b. Public safety priorities shall be communicated to the MCSO patrol units providing Law Enforcement Services within the Town's jurisdiction by corresponding MCSO chain of command personnel.
 - c. The MCSO will always consider the Town's policing program goals when establishing new public safety priorities.
3. Changes to Service Levels. The MCSO strives to consistently provide the police program recommended by the Town Council and agreed upon by the District Commander and the Town Manager that provides optimum safety for its employees and the community.

Increases and decreases to annual beat level will be prompted by external events and require an Amendment to this Agreement per Section I, Subsection E.

Criminal Activity Increases. If the Sheriff's Office, acting through the District Commander in consultation with the Town Manager, observes that criminal activity is dramatically increasing in the Town, the Sheriff's Office will

temporarily deploy support units as deemed reasonably necessary to suppress such activity.

- a. Decisions to temporarily increase resources will be supported by relevant crime and incident data.
- b. Short-term or incidental deployments of additional resources will be at no additional cost to the Town.
- c. Sustained deployments of additional resources in excess of 60 consecutive days may result in an Annual Credit offset calculation, similar to B.4.b., above.

D. Maintenance of Sheriff's Substation

At all times during the term of this Agreement and any extension thereof, the Sheriff's Office shall maintain at least one substation facility within the corporate limits of the Town, at a location (or locations) mutually agreeable to the Sheriff's Office and the Town Manager. All patrol deputies assigned to duties within the Town shall operate out of such substation(s). The Sheriff's Office obligations set forth in this Section may be satisfied by maintaining and utilizing space provided by the Town in its Town Hall Building.

E. Community-Oriented Policing

The District Commander shall ensure that policies and procedures are in place and implemented within the corporate limits of Fountain Hills consistent with the philosophy of Community-Oriented Policing, which combines traditional aspects of law enforcement with preventive measures, problem-solving, Community engagement and Community partnerships.

F. Chain of Command and Responsibility for Performance Standards

1. Maricopa County Sheriff Directs Operations of Deputies.
The Town Manager or authorized designee is responsible for coordinating all Law Enforcement Services within the Town as well as conveying the wishes of the Town Council to the MCSO District Commander with respect to Law Enforcement Services. The Town Manager or authorized designee shall have no chain of command authority to direct the operations of the MCSO Commander, deputies, and other MCSO employees, such authority being reserved to the Maricopa County Sheriff pursuant to **Section II, Subsection F (4)**, below, the parties to this Agreement understand that the Town expects the MCSO to reasonably respond to its needs for Law Enforcement Services as communicated through the Town Manager or authorized designee. The MCSO District Commander shall, at all times, consider the request of the Town Manager or Town's authorized designee with respect to the implementation of Law Enforcement Services.
2. Deputy Performance. The Maricopa County Sheriff is solely responsible for the performance, evaluation discipline and movement of MCSO personnel as well as other matters incidental to the provision of the Law Enforcement Services under this Agreement. In the event of a dispute between the parties regarding the manner of performance of such service, the determination made by the Maricopa County Sheriff shall be final and conclusive.

3. Citizen Complaints. MCSO employees are trained to consistently perform their duties with professionalism and accountability. Citizen Complaint and Comment Forms are available from deputies, on-line, and from the District Facilities. Complaints will be processed through the MCSO according to policy.
4. District Commander. The Sheriff's Office shall assign to the Fountain Hills District a full-time deputy, with the rank of Lieutenant or higher, who shall be designated the "District Commander" and who shall be responsible for the supervision and coordination of Law Enforcement Services by the Sheriff's Office within the Town. The Sheriff's Office shall assign the District Commander to service within the Town for a term of at least two years during which such individual will not be reassigned except upon mutual agreement of the Town and the Sheriff's Office. Prior to replacement, the Sheriff's Office will provide the Town Manager with the name of its selected candidate for District Commander and an opportunity to meet with this candidate prior to assuming command. The Town shall have the right to request in writing to the MCSO that an alternative candidate be provided for consideration if it does not concur with the selection.
5. Deputy Assignment. The Sheriff's Office will, from time to time, assign to the Town sufficient deputies to provide the Law Enforcement Services required by this Agreement. Staff will be assigned to the Town on a full-time basis and will work within the Town limits unless required to cross jurisdiction boundaries for pursuits, ongoing investigation of Town cases or other temporary law enforcement emergency situations including responding to requests for assistance from other officers in surrounding jurisdictions in emergency or dangerous situations. To the extent possible, the Sheriff's Office personnel who are selected for deployment to the Town will be required to make a two-year commitment to this assignment in the Sheriff's Office and shall remain deployed to the Town for such two-year period unless reassignment is requested by the Town Manager; provided, however, that the Sheriff's Office may transfer personnel, with prior notification to the Town Manager, when such transfer is in the best interests of the Town and the Sheriff's Office. The Office may utilize a rotational process of various deputies (cadre) in addition to the assigned Town deputies to address any extended period of patrol deputy vacancy in the Town under the terms of this contract.
6. Removal of Assigned Staff. The Town, acting through the Town Manager shall have the right to request in writing that any staff assigned to service within the Town by the Sheriff's Office be reassigned or otherwise removed from service within the Town. When such request is made, the Sheriff's Office shall comply as soon as reasonably practical, but in any case, within no more than three weeks after such request is made.
7. Training. All Training of MCSO staff will be provided by the Maricopa County Sheriff's Office. Requests for MCSO employees to attend training programs sponsored by the Town require the Sheriff's pre-authorization.

G. Reports and Information

1. Reporting. This Law Enforcement Services Agreement is limited to law enforcement service delivery and the management thereof. The terms of this Agreement provide for Reports as outlined in **Section I, Subsection A**, above.

Reports will be presented consistent with current MCSO reporting technology and reporting formats.

2. Information Requests. The Town Manager may request additional law enforcement service information that is not included in the reports by sending a written request the MCSO Executive Chief of Enforcement or to the Chief Deputy.
3. Financial/Administrative Information. Requests from Town officials for financial and other administrative information that are not applicable to day-to-day law enforcement service will be in writing and directed to the Sheriff's Office Chief of Administration.

III. REIMBURSEMENT COSTS AND CHARGES FOR SERVICE

A. Reimbursement for Law Enforcement Services

1. Worksheet to Determine Reimbursement Amount. The Town agrees to reimburse the Sheriff's Office for all Law Enforcement Services rendered as outlined in the attached annualized Worksheet (**Exhibit A**) beginning October 1, 2023 through June 30, 2024).
 - a. The Worksheet (Exhibit A) template and calculation methodology is used for all MCSO contracted law enforcement service with Cities and Towns.
 - b. Changes to level of service effected by Amendment will result in a new annualized Worksheet (**Exhibit A**) showing the impact of the change for implementation coincidental to the effective date.
 - i. Effective dates for implementation will be 90 to 180 days following governing body approval.
 - ii. The Town will be charged 1/12 the new annualized rate effective with implementation.
 - iii. If MCSO is unable to provide increased resources for increased services by the implementation date parties will agree on a new date and the increase to the monthly amount payable will be delayed or pro-rated, accordingly.

B. Annual Review of Costs.

The reimbursement costs for this Agreement are reviewed and revised on an annual basis. The Sheriff's Office recognizes the Town's need to have information early for its budget and planning process.

1. Annual Cost Notification. By February 20 of each year that falls within the term of this Agreement, or any extension thereof, the Sheriff's Office will provide the Town Manager an updated Worksheet (**Exhibit A**) that indicates the calculated annualized amount for Law Enforcement Services for the coming fiscal year.

- a. Unforeseeable and unavoidable cost increases effective with the coming fiscal year but unknown at the time of the February 20 issuance of Worksheet (**Exhibit A**), may only be passed through to the Town pursuant to an amendment to this Agreement.
- b. Explanation of Cost Changes. An explanation of cost variances by Worksheet Exhibit A. section from the current fiscal year will be explained in the Annual Cost Notification.

- 2. The MCSO, the County or the Town cannot arbitrarily change costs. Each annual preparation of the Worksheet Exhibit A. shall employ consistent methodology applicable to all Sheriff's Office contract cities and towns.

The annual office-wide general fund vacancy rate from the previous fiscal year ended shall be applied to the next annual Worksheet Exhibit A Special Pay section when continuous vacancies result in unfilled posts and extraordinary overtime across the MCSO Patrol Districts. An extraordinary, sustained vacancy rate would be greater than 8%.

- 3. Annual review of sustained unfilled duty posts. Beginning with the FY 2024 Cost update, MCSO will review its District VII position staffing FTE with payroll records of the most recent fiscal year closed (FY 2022). All District positions will be included in the review, contract worksheet positions and optional, supplemental positions. District position numbers that are vacant for (2) two consecutive months or more for any reason—unfilled, military leave, sick leave, or administrative leave will be included in an Annual Credit calculation.

Sustained deployments of supplemental FTE assigned to the contract and not cited on Worksheet Exhibit A. for 60 consecutive days or more for any reason will be considered in the Annual Credit calculation and proposed as a credit offset.

- 4. Annual Credit. The Town will be credited for positions identified in the annual review where posts were unfilled for two consecutive months. The credit will commence with the third month of the vacancy through the month in which the post is filled.
 - a. The cost reimbursement calculation for each month is 1/12 of the annualized cost for each vacant post's market range title including benefits, workers comp and unemployment. Worksheet Exhibit A for the corresponding year of the vacancies will be used, e.g. FY 2022 records, FY 2022 Worksheet costs.
 - b. Credit offset. Costs for sustained supplemental positions assigned to the District for two consecutive months or more will be calculated in the same manner as the Annual Credit and presented in the total for the Annual Credit as an offset.
 - c. The final/net Annual Credit will be applied to the Personnel Services Section of Worksheet Exhibit A. and included in the Annual Cost Notification.

C. Explanation of Charges

The contracted level of Service under this agreement is 3.6 Beats. The Sheriff's Office annual cost Worksheet (**Exhibit A**) shall be beat-driven and prepared with the following sections:

- i. Personnel Services. The premise for the methodology used for calculating Personnel Services is cost recovery using FTE (full-time equivalents) that align with the contracted level of service.
 - a. Annual full-time hours per FTE (full time equivalent) are 2088.
 - b. Average Hourly Base Pay: The MCSO Patrol district-wide hourly regular pay average by market range title for the current fiscal year.
 - c. The Variable Benefits Rate Charge (retirement system, FICA, Medicare) using the retirement system applicable to the position type, is the current fiscal year rate.
 - d. The Fixed Benefit (Health Care costs) amount is the current year fixed benefit annual cost.
 - e. Workers' compensation and unemployment are employer payroll expenses are allocated per FTE.
 - f. The **Staffing Requirements** applicable to MCSO's contracted law enforcement are:
 - i. 5 Patrol Deputy (LEO) FTE are required to staff one deputy position around the clock. The number of patrol deputies on duty around the clock approximate the number of contract beats. This contract is 3.6 Beats and requires 18 Patrol Deputy FTE staffing.
 - ii. The Detective staffing represents Investigative effort at a level of 2.55 LEO FTE for this contract. Detective staffing may or may not be housed at the District substation.
 - iii. This contract will be staffed with five (5) sergeant positions for continuous shift supervision.
 - iv. Lieutenants, and Captains are allocated on an established number of lower ranking LEO (law enforcement officer) FTE.
 - v. This contract will be staffed with 1 FTE for Deputy Service Aide (Law Enforcement Services Officer) and 1 FTE Clerical/Administrative Assistant.
 - vi. The Dispatcher/Communications allocation is determined by the previous year's number of calls for service/incidents that occurred applied as a percent to Dispatch Costs that is converted to an FTE. This allocation is calculated annually.

FTE Staffing Requirements				
Market Range Title/ Position	FTE Allocation	Allocation Unit	# of Units	Base Staffing Requirements
Patrol Deputies (LEO)	5.00	Beat	3.60	18.00
Detectives (LEO)				2.55
Sergeant	1.00	Shift	5	5.00
Lieutenant	1.00	LEO FTE	18	1.20
Captain (LEO Commander)	1.00	LEO FTE	30	0.72
Clerical/Admin Assist.	1.00			1.00
Deputy Service Aide	1.00			1.00
Dispatch/Communica- tions	2.13	Cost allocation expressed as FTE using annual number of calls for this contract.		

- g. The Town may request and fund Optional, Supplemental FTE allocations.
- i. Allocations are contingent upon MCSO's ability to staff them.
 - ii. Authorized supplemental FTE allocations by market range title will be incorporated in Worksheet (**Exhibit A**) with "supplemental" notations. This contract includes:

LEO School Resource Officer (1 FTE)
 - iii. An amendment to this agreement is required to change Optional, Supplemental FTE staff allocations.
 - iv. Optional, Supplemental allocations are located in the first table of Part 1 of Worksheet Exhibit A., sample of which is provided below:

Position	FTE Alloca- tions	Average Hourly Base Pay	Hourly Variable Benefits Rate Charge	Hourly Average Base Plus Variable Benefits	Fixed Benefit	Annualized
Patrol Beat Deputies (LEO)	18.00	\$34.31	84.42%	\$63.27	\$13,632	\$ 2,623,285.52
Optional, Supplemental School Resource Officer (LEO)	1.00	\$34.31	84.42%	\$63.27	\$13,632	145,738.08

- h. The Staffing Allocation Factor represents the basic staffing requirement (including required coverage and shift relief factors) in a single beat.

Staffing Allocation Factor		
24 hour / 7 day post	5.00	FTE
8 hour / 7 day post	1.67	FTE
8 hour / 5 day post	1.19	FTE

- i. Special Pay
 - i. Overtime
Overtime cost recovery is calculated using actual overtime cost from the previous fiscal year closed plus current variable benefits by District to arrive at an annual cost per sworn eligible FTE.
 - ii. Shift Differential
Shift Differential cost recovery is calculated using actual differential from the previous fiscal year closed by District plus current year variable benefits to arrive at an annual cost per sworn eligible FTE.
 - iii. Regular Over Budget
Regular Over Budget cost recovery is calculated by multiplying the new base rates in the worksheet by 24 (hours) by 10 holidays plus the current benefit rate for a cost per beat. That cost is divided by the number of contracted sworn FTEs for a cost per FTE.

2. Supplies.

- a. Supplies cost recovery is calculated using actual supplies cost downloaded from the financial accounting system for District for the previous fiscal year closed. An annual cost per FTE is calculated and multiplied by the number of FTE assigned from Worksheet Exhibit A "positions."
- b. Ammunition cost recovery uses a four-year average actual ammunition cost (this includes taser cartridges) and divides it by the current year number of MCSO sworn FTE for a cost per FTE. That amount is then multiplied by the number of FTE for sworn positions on Worksheet Exhibit A.
- c. Uniform Allowance is the annual amount provided each sworn officer to maintain a uniform and is charged by FTE.

3. Communications and Information Technology. Sophisticated and costly information and communications systems are used in everyday MCSO law enforcement operations. Cost recovery includes but is not limited to system hardware and software maintenance and licenses, technology supplies, monthly service, data charges, information system connection fees, and data storage fees. Charges for Sheriff's Police Communications and Information Technology are comprised of several components:

- a. Information System Service Charge: The Town's charge is calculated by taking its percent of the previous year's Patrol expense (using the contracted total as the numerator) and applying it to the calculated amount of technology system hardware and software licensing and maintenance expense attributed to patrol.

- b. Monthly Radio Charges: The monthly charges per FTE (1 per) and per vehicle (2 per) are per device calculated by Maricopa County Wireless and based on the number of system users.
- c. Monthly Deputy Laptop Charges: The monthly deputy laptop data mobile data charges are per device and based on the number of system users.
- d. Monthly I-phone charges are per device based on number system users.
- e. Wiring installations and upgrades for MCSO designated space owned by the Town. Costs incurred by MCSO for technology wiring installations, wiring upgrades, voice or data communications connections, device docking stations, charging stations, radio communications base stations and computing equipment purchased for use in MCSO occupied spaces furnished by Town, either explicit or implicit to this Agreement, will be recovered.

4. Vehicle and Equipment Charges.

Vehicle depreciation and vehicle equipment charges fund continuous replacement of patrol vehicles through the County's vehicle replacement plan. Maintenance of vehicles is the responsibility of the MCSO.

- a. The current vehicle and vehicle equipment cost will be used to determine vehicle depreciation and equipment depreciation amounts.
- b. The annual number of miles driven will be used in determining charges for vehicle mileage, vehicle depreciation, and vehicle equipment depreciation.
- c. Actual miles for the District from Fleet Management system reports from the previous fiscal year are used in Worksheet Exhibit A.
- d. Per Mile Rates
 - The Per Mile Rate for mileage charge is the average cost per mile for the previous fiscal year for all patrol vehicles.
 - The Per Mile Rate for Vehicle Depreciation is the current cost of a vehicle with warranty divided by the established lifetime miles.
 - The Per Mile Rate for Equipment Depreciation is the current cost of vehicle equipment divided by the number of established lifetime miles.

5. One-Time Costs

MCSO is obligated to recover costs from the Town for equipment replacement or for new equipment items that are necessary to support the contracted level of Law Enforcement Service and are not otherwise funded in the Sheriff's operational budget.

- a. The Town will be required to fund one-time reimbursement for the initial purchase of vehicles and patrol vehicle equipment (lights; sirens; push bars) upon initiation of service and for any vehicles and patrol vehicle equipment purchased to meet contracted increases in levels of service authorized by Amendment(s) to this Agreement. Subsequent vehicle and vehicle equipment replacements shall be funded by the County as provided in **Section III, Subsections B (4)** of this Agreement, and not by the Town.
 - b. The Town will be required to fund the costs of items necessary to equip contract positions upon initiation of service and for any positions associated with increases to service by Amendment. Examples of such items are radios (for sworn personnel and vehicles), computers, mobile data terminals for vehicles, e-ticketing equipment for vehicles, Tasers® and accessories, radar guns, body cams, service weapons, body armor, and cell phones.
 - c. Reimbursement costs for replacement of equipment items listed in b., above, will occur in conjunction with the annual updating of Worksheet (**Exhibit A**) as provided for in **Section III, Subsection B. (1)** of this Agreement. Any replacement cost reimbursement that is not included in the annual updating will be handled by amendment as provided for in **Section III, Subsection B. (1. a)** of this Agreement.
 - d. All one-time and replacement equipment items regardless of funding source, shall be County property.
 - e. Maintenance of vehicles is the responsibility of the Sheriff's Office.
6. Indirect Cost Recovery. A 3% administrative service charge will be applied to operating costs, excluding one-time items to help recover a portion of administrative support costs that are not recovered elsewhere in the Worksheet as named in the Definitions Section of this Agreement.
 7. Other Law Enforcement Services. The MCSO reserves the right to address cost recovery for Other Law Enforcement services listed in the Definitions section of this Agreement via amendment to this Agreement in the future.

D. Off Duty Assignments and Special Events (MCSO)

1. The Town hosts annual special events for the general public that require additional security, law enforcement, street closures and traffic control.
2. In general, the Town shall contract with the County's designated Off Duty contract manager when sworn security coverage at events is warranted and with a private security firm for non-sworn security when sworn officers are not necessary.
3. The Town Manager will consult as needed with the District Commander concerning type of coverage.
4. Special event services may be available only when the contracted off duty service is not an option AND will be contingent upon availability of MCSO resources. A schedule of special event service charges and rates is attached as

Exhibit B to this agreement for certain special events that require staffing and specialized resources above and beyond the basic contract.

E. Payment

1. The Town agrees to pay the annualized amount listed on Worksheet Exhibit A for FY 2023-24 for Law Enforcement Services rendered and at the rate agreed to by the parties (via the Worksheet) beginning the effective date of this Agreement and at the rates established each year thereafter.

Payment for Law Enforcement Services for each year of this Agreement including the automatic renewal will be made monthly in twelve (12) equal installments (1/12 of the annualized cost) on or before the 20th day of each month, beginning with the first month of the Initial Term.

2. Payment for increases in Law Enforcement Services authorized by Amendment to this Agreement shall commence per the terms of the Amendment and shall be applied to regular monthly payments unless otherwise specified by Amendment.
3. Payment to reimburse the initial purchase of one-time items described in **Section III, Subsection C (5)**, above shall be billed separately as one-time reimbursements.
4. Payment for Special Events referenced in Section III. D. 4. for which MCSO is the service provider, will be payable upon receipt of MCSO's invoice and will be billed separately.

E. Cost of Incarceration

Nothing in this Agreement shall alter the financial responsibilities of the Town and the County for the incarceration of prisoners arrested by the Sheriff's Office in the performance of its responsibilities hereunder. (Re: §A.R.S. 31-121 D.)

[SIGNATURES ON FOLLOWING PAGE]

IV. Authorization and Signatures

Fountain Hills has the authority to enter into this Agreement pursuant to A.R.S. §9-498 and §11-952, and the County has the authority to enter into this Agreement pursuant to A.R.S. §§11-951 et seq.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date of the last signature set forth below.

TOWN OF FOUNTAIN HILLS,
an Arizona Municipal Corporation

MARICOPA COUNTY
a political subdivision of the
State of Arizona

BY: *Ginny Dickey* 10/18/2023
Ginny Dickey (Oct 18, 2023 14:04 PDT)
Date
Mayor

BY: *[Signature]* NOV 28 2023
Date
Chairman, Board of Supervisors

ATTEST:

ATTEST:

Linda Mandenhall 10/18/2023
Date
Town Clerk

Annette Gray NOV 28 2023
Date ~~11/01/23~~
Clerk of the Board

MARICOPA COUNTY SHERIFF'S OFFICE

Paul Penzone Nov 21, 2023
BY: Date
Sheriff

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.

Aaron Aronson 10/18/2023
Date
Town Attorney

Davina Bressler Nov 15, 2023
Davina Bressler (Nov 15, 2023 16:07 MST)
Date
Deputy County Attorney

Worksheet Exhibit A – Annual Cost Worksheet

Worksheet Exhibit A.						
Town of Fountain Hills Maricopa County Sheriff's Office Law Enforcement Reimbursement Costs and Charges FY 2024 (July 1, 2023 through June 30, 2024)						
BEATS						3.60
Operating						\$5,950,088.49
3% Indirect						178,502.65
One Time						0.00
Total Contract Costs						\$6,128,591.15
Part 1. Personnel Services						\$ 5,296,070.32
Annual Hours Budgeted		2088				
Position	FTE Allocations	Average Hourly Base Pay	Hourly Variable Benefits Rate Charge	Hourly Average Base Plus Variable Benefits	Fixed Benefit	Annualized
Patrol Beat Deputies (LEO)	18.00	\$34.31	84.42%	\$63.27	\$13,632	\$ 2,623,285.52
Optional, Supplemental School Resource Officer (LEO)	1.00	\$34.31	84.42%	\$63.27	\$13,632	145,738.08
Detective (LEO)	2.55	\$33.98	84.42%	\$62.66	\$13,632	368,373.98
Sergeants	5.00	\$45.11	84.42%	\$83.19	\$13,632	936,682.16
Lieutenants	1.20	\$54.07	84.42%	\$99.72	\$13,632	265,602.51
Captain	0.72	\$68.81	84.42%	\$126.90	\$13,632	200,133.09
Deputy Services Aid	1.00	\$26.23	19.82%	\$31.43	\$13,632	79,257.84
Clerical/Administrative Assistant	1.00	\$23.13	19.82%	\$27.71	\$13,632	71,490.48
Worker's Comp	30.47	\$1,059.87	(Fund-Wide Allocation per FTE)			32,289.53
Unemployment	30.47	\$73.18	(Fund-Wide Allocation per FTE)			2,229.47
Dispatch	2.13	\$26.38	19.82%	\$31.61	\$13,632	169,939.72
Annual Credits and Selected Supplemental Offsets from FY 2022 (+60days) (Fountain Hills Only)					Sub Total Salary and Benefits	\$ 4,895,022.38
					FY 2022 Vacant Position Credit	\$ (611,638.23)
					FY 2022 Supplemental L.E. Service Position Offset	\$ 141,407.76
					Net Total Salary and Benefits	\$ 4,424,791.90
Staffing FTE Allocation Factor		FTE Staffing Requirements				
Type of Duty Post	FTE Allocation	Market Range Title/ Position	FTE Allocation	Allocation Unit	# of Units	Base Staffing Requirements
24 hour / 7 day	5.00	Patrol Deputies (LEO)	5.00	Beat	3,60	18,00
8 hour / 7 day	1.67	Detectives (LEO)				2.55
8 hour / 5 day	1.19	Sergeant	1.00	Shift	5	5.00
		Lieutenant	1.00	LEO FTE	18	1.20
		Captain (LEO Commander)	1.00	LEO FTE	30	0.72
		Clerical/Admin Assist.	1.00			1.00
		Deputy Service Aide	1.00			1.00
		Dispatch/Communications	2.13	Cost allocation expressed as FTE using annual number of calls for this contract.		

Worksheet Exhibit A.

Town of Fountain Hills
 Maricopa County Sheriff's Office
 Law Enforcement Reimbursement Costs and Charges
 FY 2024
 (July 1, 2023 through June 30, 2024)

Special Pay Sworn	Eligible Sworn FTEs	District Rate Per FTE	Cost	<i>Cost Includes 84.42% Variable Benefits</i>	
Overtime	26.55	\$33,461.54	\$ 888,403.79		
Shift Differential	26.55	\$1,261.17	\$ 33,484.13		
Regular Over Budget (Sworn)	28.47	\$2,094.22	\$ 59,613.06		
				Sub Total Special Pay	\$ 981,500.98
				FY 2022 Dept Wide Vacancy Credit (11.23%)	-110,222.56
				Net Total Special Pay	\$ 871,278.42
Part 2. Supplies and Rent					\$ 53,746.71
Total Applicable FTE's	30.47	FTE total minus Dispatch			
Supply Cost (By District)	\$577.88	Per applicable FTE			\$ 17,605.44
Ammunition	\$469.65	Per Sworn FTE	28.47		13,368.83
Uniform Allowance	\$800.00	Per Sworn FTE	28.47		22,772.44
				Sub Total Supplies and Rent	\$ 53,746.71
Part 3. Communications and Information Technology (IT)					\$ 264,835.14
Sworn FTEs	28.47				
Information System Service	\$150,115.14	Annual Cost			\$ 150,115.14
Monthly Radio Charges Vehicles	\$124.19	Per Month (12); 2 per Vehicle		Vehicles 15	44,708.40
Monthly Radio Charges Sworn	\$124.19	Per Month (12) per Sworn FTE		Sworn FTE 28.47	42,421.65
Deputy Laptop Connection	\$40.01	Per Month (12) per Sworn FTE		Sworn FTE 28.47	13,666.88
I-Phone Monthly Charge	\$40.76	Per Month (12) per Device per Sworn FTI		Sworn FTE 28.47	13,923.07
				Sub Total Communications and IT	\$ 264,835.14
Part 4. Vehicles and Equipment					\$ 335,436.32
Vehicle Cost with Warranty	\$ 49,338.12	Vehicle life 125,000 miles			
Equipment Costs (Lights; Push Bar; Etc.)	\$ 20,000.00	Equipment life 343,750			
Component	Per Mile Rate	Annual Miles (Calculated)	Costs		
Mileage Rate	\$0.652	303,484	\$ 197,992.65		\$ 197,992.65
Vehicle Depreciation	\$0.395	303,484	\$ 119,786.45		119,786.45
Equipment Depreciation	\$0.058	303,484	\$ 17,657.22		17,657.22
				Sub Total Vehicles and Equipment	\$ 335,436.32
Part 5. One-Time Costs					
<i>This section is reserved for cost reimbursement of replacement or new equipment items that have been identified as necessary for Law Enforcement Service delivery that are not otherwise funded in the Sheriff's operational budget. (Requires amendment)</i>					
Part 6. Indirect Cost Recovery					\$ 178,502.65

Exhibit B.

MCSO Special Event Coverage Rates
FY 2024

Staffing	Hourly Rate	Holiday Rate
Deputy Sheriff	\$ 102.61	\$ 136.81
Events Coordinator Captain	\$ 128.54	\$ 257.09
Events Coordinator Lieutenant	\$ 102.92	\$ 205.87
Supervisor/SGT.	\$ 128.23	\$ 170.96

Resource/Equipment	Per Event Day
Additional K-9	\$ 150.00
Detention Officer	\$ 100.00
Mounted (Horses)	\$ 200.00
Prisoner Transport	\$ 175.00
Patrol Vehicle	\$ 50.00