



MARICOPA COUNTY SHERIFF'S OFFICE

JOSEPH M. ARPAIO
SHERIFF



February 12, 2010

The Honorable Jay Schlum, Mayor
Mr. Richard L. Davis, Town Manager
Town of Fountain Hills
16705 E. Ave. of the Fountains
Fountain Hills, AZ 85268

Dear Mayor Schlum and Mr. Davis:

SUBJECT: Annual Notification Law Enforcement Services Costs
C-50-08-004-2-00

Enclosed per the terms of our agreement is the updated Worksheet Exhibit A., depicting charges for service for FY 2011 that take effect July 1, 2010. The annual amount is: **\$2,589,879.**

There were general decreases in the following areas:

Variable Benefits: Decreased from 30.73% to 29.93%

Uniform Allowance: No uniform allowance is funded (you were not charged for this in FY 2010 either as reflected in actual billings).

Vehicle Depreciation: The mileage threshold for replacement was increased as follows: sedans from 100,000 miles to 115,000 miles; SUVs from 125,000 miles to 150,000 miles.

As Sheriff's Office charges are based on actual use, the impact of increases or decreases in the number of miles driven or calls for service for your town would be reflected.

The initial term of the agreement expires June 30, 2010. Given the economic situation, the Sheriff's Office supports and encourages the automatic renewal option at this time. This does not preclude requests for adjustments to the level of service. Any such requests would need to be in writing and communicated as soon as possible because they require additional action. Additionally, written notice by April 15 is required to exercise the non-renewal option for this Agreement.

Town of Fountain Hills
February 12, 2010
Page 2

Your acknowledgement of receipt of this letter would be appreciated. Please feel free to contact Chief Loretta Barkell with any questions (602-876-5496). We look forward to a continued good working relationship.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Arpaio', with a large, stylized flourish at the end.

Joseph M. Arpaio, Sheriff
Maricopa County

JMA/LMB/SRA/sra

Enclosure

cc: David Hendershott, Chief Deputy w/enc.
Loretta M. Barkell, Chief Business Operations Command w/enc.
Brian Sands, Chief Enforcement Command w/enc.
Frank Munnell, Patrol Bureau Chief w/enc.
John Kleinheinz, District VII Commander w/enc.
Lynn Adams, Financial Reporting Commander w/enc.
Suzanne Ashmore, Business Services Commander w/enc.

Fountain Hills
 Maricopa County Sheriff's Office
 Law Enforcement Reimbursement Costs and Charges
 FY 2011
 (July 1, 2010 through June 30, 2011)

Total Number of Patrol Beats to be Provided



Part 1. Personnel Services

Based on total budgeted hours of 2088						
Classifications	Number of	Average	Variable Fringe	Average w/ var.	Fixed Fringe	Annualized
Patrol Deputies	19.00	\$23.90	29.93%	\$31.05	\$ 7,731	\$1,378,834
Detectives	3.03	\$23.90	29.93%	\$31.05	\$ 7,731	\$219,888
Sergeants ¹⁾	3.00	\$31.51	29.93%	\$40.94	\$ 7,731	\$279,647
Lieutenants	1.29	\$36.30	29.93%	\$47.16	\$ 7,731	\$137,012
Captain	0.77	\$54.74	29.93%	\$47.16	\$ 7,731	\$120,303
High School SRO	1.00	\$24.26	29.93%	\$31.52	\$ 7,731	\$73,547
Transportation Deputy ¹⁾	0.10	\$23.90	29.93%	\$31.05	\$ 7,731	\$7,257
Clerical	1.00	\$12.39	17.05%	\$14.50	\$ 7,731	\$38,012
Dispatcher	1.45	\$19.10	17.05%	\$22.36	\$ 7,731	\$78,942
Total Staff Salary and Benefits						\$2,333,442
Manpower Allocation Factor			FTE Staffing Requirements			
24 hour / 7 day post	5.00 FTE Employees		0.67 Detectives			1 Beat
8 hour / 7 day post	1.67 FTE Employees		1.00 Sergeant for			9 Deputies
8 hour / 5 day post	1.19 FTE Employees		1.00 Lieutenant for			18 Deputies
			1.00 Captain for			30 Deputies
			0.14 Clerical for			1 Beat
			0.14 Transport Deputy			1 Beat
Special Pay	FTE's	Per FTE Cost	Total Special Pay Costs			
Overtime/Shift Differential	26.13	\$1,741.35	\$45,501.00			
Total Part 1. Personnel Services						\$2,378,943

Part 2. Supplies and Rent

Total FTE's	30.64	
Supply Cost per Employee	\$39,872 (\$1301 average per FTE)	
Uniform Allowance	\$0 (\$600 per Deputy)	
Total Part 2. Supplies and Rent		\$99,872

Part 3. Services--Police Communications and Information

Service	Amount	Explanation	Sworn FTE's
Dispatch	see personnel svcs		28.19
Radio System User Support	2,521	Proportionate cost based on actual number of Calls Received/Incidents.	
Info Systems Maint/Access and Reporting	9,945		
County Wireless Radio System Cost	14,625		
Total Part 3. Services--Police Communications and Information			\$27,091

¹⁾ Reduce Transportation Deputy FTE to 1.0 and increase Sergeant FTE to 3.0 per Town of Fountain Hills request on 3/22/07.

Fountain Hills
 Maricopa County Sheriff's Office
 Law Enforcement Reimbursement Costs and Charges
 FY 2011
 (Juy 1, 2010 through June 30, 2011)

Part 4. Vehicles and Equipment

Costs are based on full mileage rate, depreciation of vehicle, and depreciation of equipment multiplied by number of estimated miles.				
Vehicle Cost with Warranty		\$ 35,057	Vehicle life 115,000 miles.	
Equipment Costs		\$ 14,569	Equipment life 200,000 miles.	
Crown Vic patrol vehicles	Per Mile Rate	Estimated Annual Miles	Annualized Costs	
Mileage Rate	\$0.280	159,262	\$44,593	
Vehicle Depreciation	\$0.305	159,262	\$48,575	
Equipment Depreciation	\$0.073	159,262	\$11,626	
Vehicle Cost with Warranty		\$ 36,407	Vehicle life 150,000 miles.	
Equipment Costs		\$ 14,569	Equipment life 200,000 miles.	
SUV patrol vehicles	Per Mile Rate	Estimated Annual Miles	Annualized Costs	
Mileage Rate	\$0.340	59,723	\$20,306	
Vehicle Depreciation	\$0.243	59,723	\$14,513	
Equipment Depreciation	\$0.073	59,723	\$4,360	
Total Part 4 Vehicle and Equipment Costs				\$143,973

Part 5. One-Time Costs

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Total Contract Costs

February 12, 2010

\$2,589,879



MARICOPA COUNTY SHERIFF'S OFFICE

JOSEPH M. ARPAIO
SHERIFF



February 13, 2009

The Honorable Jay Schlum, Mayor
Town of Fountain Hills
16705 E. Avenue of the Fountains
Fountain Hills, Arizona 85268

Dear Mayor Schlum:

Re: FY 2010 Costs for Law Enforcement Service

Enclosed according to the terms of reimbursement costs and charges in the contract for law enforcement services between the Town of Fountain Hills and Maricopa County (on behalf of the Sheriff's Office) is the updated Worksheet Exhibit A for Fiscal Year 2010, which begins July 1, 2009 and ends June 30, 2010. This worksheet outlines all the costs for the coming fiscal year.

The Sheriff's Office has a duty to seek full direct cost reimbursement for the Law Enforcement services contracts and strives to keep those costs at bay. The annual review of costs and updating of worksheets provides an opportunity to ensure this is occurring and that charges are being applied equitably. The good news is that the overall annual base operating cost has declined slightly. This is primarily because financial constraints in the County have resulted in extra careful personal services cost management on the part of the Sheriff's Office, including no salary increases and reduced overtime. The FY 2010 cost is calculated to be \$2,707,723 for 3.80 beats of service.

Occasionally, we encounter areas that require fine tuning. Such is the case for FY 2010 in the area of Dispatch (communications). Enforcement contracts are solely general fund based, therefore, the proportionate Dispatch costs will now be isolated to the general fund impact. This allows appropriate direct cost recovery for this key aspect of law enforcement. The allocation method remains unchanged. Your proportionate share of the general fund impact was determined, as in prior years, based on your number of incidents and calls. In most cases, the proportionate share has increased because the area of expanse over which costs and calls were applied has narrowed.

Mayor Schlum
February 13, 2009
Page 2

Please feel free to call me if you have any questions or concerns about the charges.

Sincerely,



Loretta M. Barkell, Chief
Business Operations Command

LMB/SRA/sra

Enclosure

Copy: Richard L. Davis, Town Manager w/enc.
Chief Brian Sands, Enforcement Command w/enc.
Chief Frank Munnell, Patrol Bureau w/enc.
Captain John Kleinheinz, District VII w/enc.
Lynn Adams, Sheriff's Financial Reporting w/enc.
Suzanne Ashmore, Sheriff's Business Services w/enc.
Shelby Scharbach, Maricopa County Acting Director of Finance w/enc.

Fountain Hills
 Maricopa County Sheriff's Office
 Law Enforcement Reimbursement Costs and Charges
 FY 2010
 (July 1, 2009 through June 30, 2010)

Total Number of Patrol Beats to be Provided

3.80

Transp Deputy adjusted for Video Visitation, incr Sergeant

Part 1. Personnel Services

Based on total budgeted hours of 2088						
Classifications	Number of	Average	Variable Fringe	Average w/ var.	Fixed Fringe	Annualized
Patrol Deputies	19.00	\$24.51	30.73%	\$32.04	\$ 7,731	\$1,418,056
Detectives	3.03	\$24.51	30.73%	\$32.04	\$ 7,731	\$226,143
Sergeants ¹⁾	3.00	\$31.33	30.73%	\$40.86	\$ 7,731	\$279,752
Lieutenants	1.29	\$36.30	30.73%	\$47.45	\$ 7,731	\$137,794
Captain	0.77	\$54.74	30.73%	\$47.45	\$ 7,731	\$121,007
High School SRO	1.00	\$31.80	30.73%	\$41.57	\$ 7,731	\$94,534
Transportation Deputy ¹⁾	0.10	\$24.51	30.73%	\$32.04	\$ 7,731	\$7,463
Clerical	1.00	\$11.05	17.10%	\$12.94	\$ 7,731	\$34,749
Dispatcher	1.92	\$19.10	17.10%	\$22.37	\$ 7,731	\$104,551
Total Staff Salary and Benefits						\$2,424,049
Manpower Allocation Factor			FTE Staffing Requirements			
24 hour / 7 day post	5.00	FTE Employees	0.67	Detectives		1 Beat
8 hour / 7 day post	1.67	FTE Employees	1.00	Sergeant for		9 Deputies
8 hour / 5 day post	1.19	FTE Employees	1.00	Lieutenant for		18 Deputies
			1.00	Captain for		30 Deputies
			0.14	Clerical for		1 Beat
			0.14	Transport Deputy		1 Beat
Special Pay		FTE's	Per FTE Cost	Total Special Pay Costs		
Overtime/Shift Differential	26.13		\$1,794.44	\$46,889.00		
Total Part 1. Personnel Services						\$2,470,938

Part 2. Supplies and Rent

Total FTE's	31.11
Supply Cost per Employee	\$38,236 (\$1229 average per FTE)
Uniform Allowance	\$16,914 (\$600 per Deputy)
Total Part 2. Supplies and Rent	
\$55,150	

Part 3. Services--Police Communications and Information

Service	Amount	Explanation	Sworn FTE's	28.19
Dispatch see personnel svcs				
Radio System User Support	2,439	Proportionate cost based on actual number of Calls Received/Incidents.		
Info Systems Maint/Access and Reporting	9,653			
County Wireless Radio System Cost	15,420			
Total Part 3. Services--Police Communications and Information				\$27,512

¹⁾ Reduce Transportation Deputy FTE to 1.0 and increase Sergeant FTE to 3.0 per Town of Fountain Hills request on 3/22/07.

Fountain Hills
 Maricopa County Sheriff's Office
 Law Enforcement Reimbursement Costs and Charges
 FY 2010
 (July 1, 2009 through June 30, 2010)

Part 4. Vehicles and Equipment

Costs are based on full mileage rate, depreciation of vehicle, and depreciation of equipment multiplied by number of estimated miles.				
Vehicle Cost with Warranty \$ 36,324		Vehicle life 100,000 miles.		
Equipment Costs \$ 14,569		Equipment life 200,000 miles.		
Crown Vic patrol vehicles	Per Mile Rate	Estimated Annual Miles	Annualized Costs	
Mileage Rate	\$0.270	157,186	\$42,440	
Vehicle Depreciation	\$0.363	157,186	\$57,059	
Equipment Depreciation	\$0.073	157,186	\$11,475	
Vehicle Cost with Warranty \$ 37,348		Vehicle life 125,000 miles.		
Equipment Costs \$ 14,569		Equipment life 200,000 miles.		
SUV patrol vehicles	Per Mile Rate	Estimated Annual Miles	Annualized Costs	
Mileage Rate	\$0.360	58,945	\$21,220	
Vehicle Depreciation	\$0.299	58,945	\$17,625	
Equipment Depreciation	\$0.073	58,945	\$4,303	
Total Part 4 Vehicle and Equipment Costs				\$154,122

Part 5. One-Time Costs

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Total Contract Costs

February 13, 2009

\$2,707,723



MARICOPA COUNTY SHERIFF'S OFFICE

JOSEPH M. ARPAIO
SHERIFF



September 5, 2007

Ms. Bevelyn J. Bender, Town Clerk
Town of Fountain Hills
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268

Re: Law Enforcement Service Agreement (C-50-08-004-2-00)

Dear Ms. Bender:

Enclosed please find a fully executed Agreement for Law Enforcement Services between the Town of Fountain Hills and Maricopa County recorded as 2007-089027.

If you have any questions or need any further information please contact me at (602) 876-1633.

Sincerely,

Suzanne Ashmore
Commander, Business Services Division

Enclosure

SRA: MAJ:maj

Copies: Chief Barkell w/enc.
Chief Munnell w/enc.
Captain Kleinheinz w/enc.
Commander Adams w/enc.

RECEIVED
OCT 30 2007
FOUNTAIN HILLS
ACCOUNTS PAYABLE

RESOLUTION NO. 2007-19

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR LAW ENFORCEMENT SERVICES FOR FISCAL YEARS 2007-10.

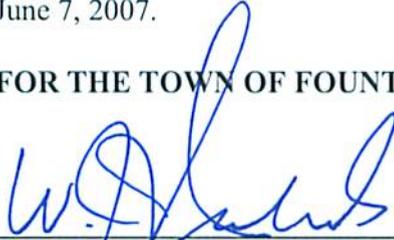
BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. That the Intergovernmental Agreement between the Town of Fountain Hills and Maricopa County for law enforcement services for fiscal years 2007-10 is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

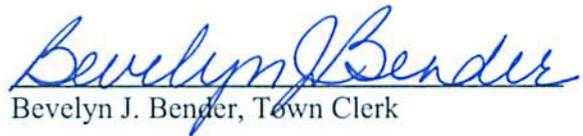
PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, June 7, 2007.

FOR THE TOWN OF FOUNTAIN HILLS:



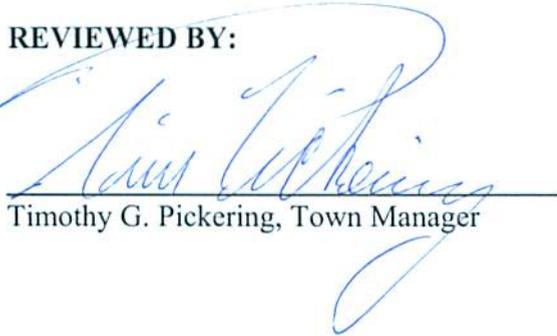
W. J. Nichols, Mayor

ATTEST:



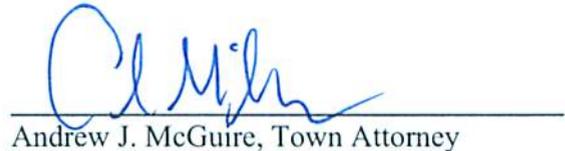
Bevelyn J. Bender, Town Clerk

REVIEWED BY:



Timothy G. Pickering, Town Manager

APPROVED AS TO FORM:



Andrew J. McGuire, Town Attorney

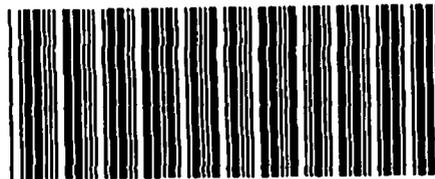
**EXHIBIT A
TO
RESOLUTION NO. 2007-19**

[Intergovernmental Agreement]

See following pages.

CLERK OF THE BOARD

HOLD FOR BASKET PICK UP



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2007-0890247 08/07/07 11:45 AM
8 OF 15

DELROSSA

AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN THE

TOWN OF

FOUNTAIN HILLS

AND

MARICOPA COUNTY

C-50-08-004-2-00

July 1, 2007 through June 30, 2010

AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN THE

TOWN OF

FOUNTAIN HILLS

AND

MARICOPA COUNTY

C-50-08-004-2-00

July 1, 2007 through June 30, 2010

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**AGREEMENT
FOR LAW ENFORCEMENT SERVICES**

THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES (this "Agreement") is made and entered into as of the date of the last signature set forth below by and between the Town of Fountain Hills, an Arizona municipal corporation (hereinafter the "Town") and Maricopa County, a political subdivision of the State of Arizona (hereinafter the "County").

AUTHORITY

The County has the authority to enter into this Agreement pursuant to A.R.S. §11-952. The Town has the authority to enter into this Agreement pursuant to A.R.S. § 9-240, 9-498 and 11-952.

PURPOSE

The purpose of this Agreement is to provide for the delivery of Law Enforcement Services (as defined below) to the Town by the County, acting by and through Maricopa County Sheriff's Office. All rights and obligations of the parties shall be governed by the terms of this document, its Exhibits, Attachments and Appendices, if any, including any Subcontracts or Amendments as set forth on the following pages.

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.

Beat means Law Enforcement Services on a 24-hour basis, 7 days per week, 52 weeks per year, utilizing a radio equipped patrol vehicle as well as routine and emergency back-up assistance as appropriate and civil standby coverage as appropriate.

Board means the Maricopa County Board of Supervisors.

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

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

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

Law Enforcement Services means enforcement program activities and services provided by the Sheriff's Office pursuant to this Agreement, including, but not limited to:

- Patrol, Responses to Emergency Calls and Arrests of Suspects
- Dispatch and Police Communications Services
- Traffic Enforcement and Accident Investigations
- Enforcement Support and Specialized Response (Canine, Bomb Squad, S.W.A.T.)
- Investigations of Alleged Crimes
- Community Crime Prevention and Awareness Programs and Activities, including bicycle safety and vacation watch
- Property and Evidence Safekeeping
- Up-to-Date Police Information Systems to generate Reports and Facilitate Criminal Arrests
- Posse Coordination
- Court Security

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 (the "Effective Date") upon (1) approval by the Town Council and the Board and (2) filing with the Maricopa County Recorder. However, the County shall provide, and the Town shall compensate the County for the Law Enforcement Services as set forth in this Agreement for a three-year period beginning July 1, 2007. This Agreement shall remain in full force and effect from the Effective Date through June 30, 2010 (the "Initial Term"), unless terminated earlier pursuant to Section I.F of this Agreement.

D. Automatic Renewal

This Agreement shall automatically renew for additional 1-year periods, (each, an "Additional Term"), with all the terms of this Agreement in effect, unless and until renegotiated or terminated. Written notice by either party shall be required by April 15 of the then current one-year term to exercise non-renewal of this Agreement. This Agreement shall supersede and replace that certain Agreement for Law Enforcement Services between the parties recorded June 14, 2004, No. 2004-0670710, and re-recorded on July 14, 2004, No. 2004-0804680.

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, (2) signed by both parties and (3) filed in the Maricopa County Recorder's Office. Amendments to increase or decrease levels of Law Enforcement Service within a given year during the Initial Term or any Additional Term of this Agreement will not become effective until 90 days after the fully-executed amendment is recorded in the Maricopa County Recorder's Office.

F. Termination

Either party shall have the right, upon 24 months written notice to the other party, to terminate this Agreement without cause.

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 60 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. **Additional Insured:** The County's insurance coverage and self-insured retention or deductible portions, except workers' compensation insurance, shall name, to the fullest extent permitted by law for claims arising out of the performance of the Law Enforcement Services included in this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- 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 and in the protection of Town as an Additional Insured.
- d. **Policy Deductibles and or Self-Insured Retentions:** The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town. The County shall be solely responsible for any such deductible or self-insured retention amount.

2. **Required Insurance Coverage:**

- a. **General Liability:** County shall maintain "occurrence" form General Liability insurance with an unimpaired limit of not less than \$10,000,000 for each occurrence, \$10,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations and personal injury.
- b. **Vehicle Liability:** The County shall maintain Business Automobile Liability insurance with a limit of \$2,000,000 each occurrence on County's owned, hired and non-owned vehicles 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 Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

H. Indemnification

1. 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. The Town shall not indemnify 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 result of any act or omission of the Sheriff's Office which occurs within the Town which is caused by the negligence or misconduct by 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 judgements, fines, penalties, interest on judgements, 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 until such time as both parties agree to terminate this Agreement or it terminates by its terms.

I. Record Keeping and Audits

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. 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.

J. Construction of Agreement

1. 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.
2. 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.
3. 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.
4. This Agreement shall be interpreted in accordance with Arizona law.
5. 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.

6. This Agreement is subject to the provisions of A.R.S. § 38-511.

II. SERVICES

A. Service Provision

1. The County, by and through the Sheriff's Office, shall provide the Law Enforcement Services described in this Agreement within the incorporated limits of the Town. The Sheriff's Office shall have responsibility for investigating and enforcing certain Town code violations. The Town Manager and the District Commander shall establish between themselves the Sheriff's Office duties and responsibilities pertaining to the Town code violations, animal control issues and other local enforcement services that fall within the definition of Law Enforcement Services.
2. The Sheriff's Office shall provide Law Enforcement Services at the level of patrol beats set forth in the then-current version of the Worksheet, Exhibit A, attached hereto and incorporated herein by reference, as may be amended pursuant to Section III.A.2 below.
3. Law Enforcement Services include activities listed in Section I, Definitions.
4. If the Sheriff's Office, acting through the District Commander or 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.
5. Misdemeanors, traffic infractions and civil violations occurring within the corporate limits of the Town shall be cited into the Town's Magistrate Court.

B. Establishment of Service Priorities

1. District personnel shall be utilized in the most efficient manner to meet the needs of the Town, as determined by the District Commander.
2. The District Commander and the Town Manager or authorized designee shall meet at least once each quarter to establish priorities for the delivery of Law Enforcement Services as desired by the Town. Priorities shall be communicated through the appropriate Sheriff's Office chain of command to the patrol units providing Law Enforcement Services within the Town's jurisdiction. The Town Manager and the District Commander shall meet as often as necessary on other occasions to ensure the highest quality overall provision of Law Enforcement Services to the Town.
3. The Town may request additional support services or Law Enforcement Services or extend the term of this Agreement, pursuant to an amendment adopted as set forth in Section I.E above. Charges for additional services shall incorporate the same methodology described in Section III of this Agreement. The parties agree and understand that the length of time to establish and hire new positions can be up to six months.
4. The level of contracted service provided for in this Agreement shall allow management of dispatch and response times for Emergency Priority 1 Calls as follows:
 - a. Emergency priority 1 calls to be answered within sixty (60) seconds.
 1. 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.

2. Reports shall be made available to the Town that detail emergency priority dispatches taking more than sixty (60) seconds to complete.
- b. Emergency priority 1 calls shall have a deputy on scene within five (5) minutes or less.
 1. The response time shall be measured from the time the deputy receives the call from dispatch through arrival to the scene.
 2. Reports shall be made available to the Town that detail each emergency priority one response taking longer than five (5) minutes to arrive on scene.
5. Amendments to change the service levels in this Agreement shall be made in accordance with Section I.E. above.

C. 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 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 from the Town in its Town Hall Building.

D. Chain of Command and Responsibility for Performance Standards

1. 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 District Commander with respect to Law Enforcement Services. The District Commander shall, at all times, consider the request of the Town Manager or authorized designee with respect to the implementation of Law Enforcement Services. While the Town's designee shall have no chain of command authority to direct the operations of the deputies from the Sheriff's Office, such authority being reserved to the Maricopa County Sheriff pursuant to Section II.E.2., below, the parties to this Agreement understand that the Town expects the Sheriff's Office to reasonably respond to its needs for Law Enforcement Services as communicated through the Town Manager or authorized designee.
2. The Maricopa County Sheriff is solely responsible for the performance, evaluation discipline and movement of his deputies 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. 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 will provide the Town Manager with a list of candidates from which to select the District Commander. The Sheriff's Office shall assign the District Commander to service within the Town for a term of at least two years and such individual will not be reassigned except upon mutual agreement of the Town and the Sheriff's Office.
4. 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.

5. 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.

E. Reports

Included in the Enforcement Services is delivery of routine statistical and management reports normally prepared by the Sheriff's Office concerning Law Enforcement Services provided pursuant to this Agreement. The District Commander and the Town Manager shall establish, by cooperation and based on information that is readily available from the Sheriff's Records Management System (RMS) and Computer-Aided Dispatch (CAD) System, the specific data to be included in these reports.

III. REIMBURSEMENT COSTS AND CHARGES

A. Reimbursement for Law Enforcement Services

1. The Town agrees to reimburse the Sheriff's Office for all Law Enforcement Services rendered as outlined in the attached Worksheet (Exhibit A) for the first year of this Agreement (July 1, 2007 through June 30, 2008).
2. By February 15 of each year that falls within the term of this Agreement, or any extension thereof, the Sheriff's Office shall submit an Updated Worksheet (Exhibit A) notifying the Town of charges for the Law Enforcement Services requested for the subsequent fiscal year. Each annual worksheet proposal shall be prepared in accordance with the established formula originally developed cooperatively by the Town, the County Office of Management and Budget and the Sheriff's Office in the 1995 Law Enforcement Agreement Cost Allocation Formula, as updated to reflect communications and technology costs, a true and correct copy of which is attached hereto as Exhibit B and incorporated herein by reference, illustrating a direct cost recovery for actual services delivered. The Sheriff's Office, the County or the Town cannot arbitrarily change costs.
3. If the next year's amount is determined to be more than 3% higher than the total amount due under the then-current year of this Agreement, a letter of explanation from the County outlining the increases will be required.

B. Explanation of Charges

Sheriff's Office annual Worksheet (Exhibit A) shall be beat-driven and prepared with the following sections:

1. Personnel Services

The methodology used for calculating Personnel Services is a direct cost recovery formula for actual services delivered and shall not be arbitrarily changed.

- a. 1 beat = 7 day coverage per week, 24 hours a day with 5 deputy FTE.
- b. The formula for staffing requirements (in addition to 5 deputies FTE) per beat shall be:

FTE Staffing Requirements		
Increment per beat	Deputy FTEs Supported	
0.50 Detectives	5	
0.55 Sergeant	5	(1 Sgt. Per 9 deputies)
0.28 Lieutenant	5	(1 Lt. per 18 deputies)
0.14 Clerical	5	
0.14 Transport Deputy	5	

- c. Position costs shall be calculated using average salary for the market range for filled positions plus benefits multiplied by the annual number of hours.
- d. Overtime and Shift Differential shall be added to the sub-total of position costs for a total personnel services cost.
- e. Town may request and fund additional supervisory and/or clerical positions beyond the beat-driven calculation. Such requests will be incorporated in Part 1, Personnel Services, of the Worksheet (Exhibit A).
- f. Implementation of video hearings will impact the transport deputy allocation.

2. Supplies

Reimbursement for supplies includes uniform expense, and an allocation per FTE based on average supply expenditures in the Patrol districts.

3. Services

Proportionate charges for Sheriff's Police Communications and Information shall be based on the Town's portion of Sheriff's call volume and County police radio communications system cost shall be based on the number of system users.

4. Vehicle Charges

- a. The number of miles driven will be used to determine charges for vehicle mileage, vehicle depreciation, and vehicle equipment depreciation.
- b. The number of miles driven will be estimated and will be used to determine charges for new additions to fleet resulting from new service initiation and Amendments for increases in service.
- c. Vehicle depreciation and vehicle equipment charges allow timely replacement of patrol vehicles using the County's vehicle replacement plan.
- d. Maintenance of vehicles is the responsibility of the Sheriff's Office.

5. One-Time Cost Reimbursement

- a. The Town will be required to fund one-time reimbursement for vehicles and patrol vehicle equipment purchased upon initiation of service and for any vehicles and patrol vehicle equipment purchased to meet increases in levels of service authorized by Amendment(s) to this Agreement. Subsequent replacements shall be funded by the County as provided in Section III.B.4 above.
- b. The Town will be required to fund one-time reimbursement costs to equip deputies upon initiation of service and for deputies added to service by Amendment. These one-time cost items include: radios, laptop computers or mobile data terminals, tasers, bulletproof vests and cell phones.

C. Payment

1. The Town agrees to pay the sum of \$2,704,872 for all Law Enforcement Services rendered as outlined in the attached Worksheet (Exhibit A) for the first year (July 1, 2007 through June 30, 2008) of the Initial Term of this Agreement (July 1, 2007 through June 30, 2010).
2. Payment for Law Enforcement Services for each year of this Agreement will be made in 12 installments on a monthly basis on or before the 10th day of each month, beginning with the first month of the Initial Term.
3. 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.
4. Payment to reimburse the initial purchase of one-time items described in Section III.A.3.a.5., above shall be billed separately as one-time reimbursements.

D. 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.

(THIS SECTION LEFT INTENTIONALLY BLANK)

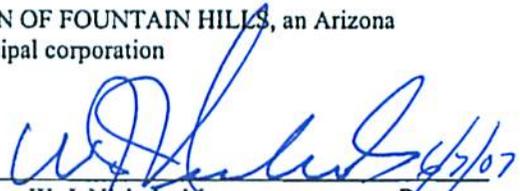
IV. Authorization and Signatures

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

MARICOPA COUNTY, a political subdivision of the State of Arizona

TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation

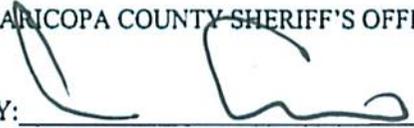
BY:  JUL 25 2007
Fulton Brock, Chairman Date
Board of Supervisors

BY:  6/27/07
W. J. Nichols, Mayor Date

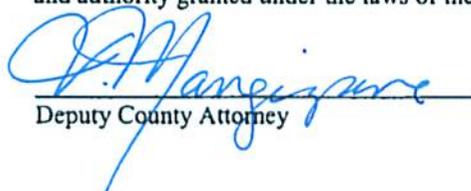
ATTEST: 
Fran McCarroll, Clerk of the Board

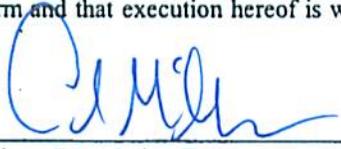
ATTEST: 
Bevelyn J. Bender, Town Clerk

MARICOPA COUNTY SHERIFF'S OFFICE

BY:  6-21-07
Joseph M. Arpaio, Sheriff Date

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.

 6/26/07
Deputy County Attorney Date


Andrew J. McGuire, Town Attorney Date

**EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
MARICOPA COUNTY**

[Level of Service Worksheet]

See following pages.

**Fountain Hills
Maricopa County Sheriff's Office
Law Enforcement Reimbursement Costs and Charges
FY 2008
(July 1, 2007 through June 30, 2008)**

Total Number of Patrol Beats to be Provided

3.80

Transp Deputy adjusted for Video Visitation, incr Sergeant

Part 1. Personnel Services

Based on total budgeted hours of 2088							
Classifications	Number of	Average	Variable Fringe	Average w/ var.	Fixed Fringo	Annualized	
Patrol Deputies	19.00	\$25.77	25.85%	\$32.43	\$ 7,731	\$1,433,513	
Detectives	3.03	\$25.77	25.85%	\$32.43	\$ 7,731	\$228,608	
Sergeants "	3.00	\$34.14	25.85%	\$42.97	\$ 7,731	\$292,327	
Lieutenants	1.29	\$44.36	25.85%	\$55.83	\$ 7,731	\$160,344	
Captain	0.77	\$53.28	25.85%	\$55.83	\$ 7,731	\$113,758	
Clerical	1.00	\$13.01	17.25%	\$15.25	\$ 7,731	\$39,582	
High School SRO	1.00	\$27.38	25.85%	\$34.46	\$ 7,731	\$79,679	
Transportation Deputy "	0.10	\$25.77	25.85%	\$32.43	\$ 7,731	\$7,545	
Total Staff Salary and Benefits						\$2,355,356	
Manpower Allocation Factor				FTE Staffing Requirements			
24 hour / 7 day post	5.00 FTE Employees			0.67 Detectives	1 Beat		
8 hour / 7 day post	1.67 FTE Employees			1.00 Sergeant for	9 Deputies		
8 hour / 5 day post	1.19 FTE Employees			1.00 Lieutenant for	18 Deputies		
				1.00 Captain for	30 Deputies		
				0.14 Clerical for	1 Beat		
				0.14 Transport Deputy	1 Beat		
Special Pay		FTE's	Per FTE Cost	Total Special Pay Costs			
Overtime/Shift Differential		27.13	\$3,472.79	\$94,217.00			
Total Part 1. Personnel Services						\$2,449,573	

Part 2. Supplies and Rent

Total FTE's	29.19	
Supply Cost per Employee	\$21,893	(\$750 average per FTE)
Uniform Allowance	\$16,914	(\$600 per Deputy)
Total Part 2. Supplies and Rent		\$38,807

Part 3. Services--Police Communications and Information

Service	Amount	Explanation	Sworn FTE's	28.19
Dispatch	55,697			
Radio System User Support	1,734	Proportionate cost based on actual number of Calls Received/Incidents		
Info Systems Maint/Access and Reporting	9,538			
County Wireless Radio System Cost	13,418	\$476 per sworn officer cost.		
Total Part 3. Services--Police Communications and Information			\$80,387	

Reduce Transportation Deputy FTE to 1.0 and increase Sergeant FTE to 3.0 per Town of Fountain Hills request on 3-22-07

Part 4. Vehicles and Equipment

Costs are based on full mileage rate, depreciation of vehicle, and depreciation of equipment multiplied by number of estimated miles.

Vehicle Cost with Warranty	\$ 34,923	Vehicle life 100,000 miles.	
Equipment Costs	\$ 14,410	Equipment life 200,000 miles.	
Crown Vic patrol vehicles	Per Mile Rate	Estimated Annual Miles	Annualized Costs
Mileage Rate	\$0.210	129,545	\$27,204
Vehicle Depreciation	\$0.349	129,545	\$45,211
Equipment Depreciation	\$0.072	129,545	\$9,327
Vehicle Cost with Warranty	\$ 38,361	Vehicle life 125,000 miles.	
Equipment Costs	\$ 14,410	Equipment life 200,000 miles.	
SUV patrol vehicles	Per Mile Rate	Estimated Annual Miles	Annualized Costs
Mileage Rate	\$0.290	64,773	\$18,784
Vehicle Depreciation	\$0.307	64,773	\$19,885
Equipment Depreciation	\$0.072	64,773	\$4,664
Total Part 4. Vehicle and Equipment Costs			\$125,075

Part 5. One-Time Costs

	Quantity	Unit Cost	Est Cost
Tasers w/accessories	1	1,205	1,205
Ruggedized Laptop Computer	1	4,525	4,525
Deputy Mobile Radio	1	5,300	5,300
Total One-Time Costs			\$11,030

Total Contract Costs

\$2,704,872

Revised March 22, 2007

**EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
MARICOPA COUNTY**

**[Updated Law Enforcement Agreement Cost Detail
Based upon 1995 Formula]**

See following pages.

**Fountain Hills
Maricopa County Sheriff's Office
Law Enforcement Reimbursement Costs and Charges
FY 2008
(July 1, 2007 through June 30, 2008)**

Number of FTE is determined by applying the Manpower Allocation Factor to the Number of Patrol Beats using the FTE Staffing Requirements.

Total Number of Patrol Beats to be Provided

3.80

Budgeted annual hours for fiscal year 2008 increased 8 hours to 2,088.

Part 1. Personnel Services

Hourly rates for sworn employees increased 20.7% for market adjustment.

Based on total budgeted hours of 2088						
Classifications	Number of FTE	Average	Variable Fringe	Average w/ var.	Fixed Fringe	Annualized
Patrol Deputies	19.00	\$25.77	25.85%	\$32.43	\$ 7,731	\$1,433,513
Detectives	3.03	\$25.77	25.85%	\$32.43	7,731	\$228,608
Sergeants	3.00	\$34.14	25.85%	\$43.14	7,731	\$292,327
Lieutenants	1.29	\$44.36	25.85%	\$56.14	7,731	\$160,344
Captain	0.77	\$53.28	25.85%	\$66.83	\$ 7,731	\$113,758
Clerical	1.00	\$13.01	17.25%	\$15.25	\$ 7,731	\$39,582
High School SRO	1.00	\$27.38	25.85%	\$34.46	\$ 7,731	\$79,679
Transportation Deputy	0.10	\$25.77	25.85%	\$32.43	\$ 7,731	\$7,545
						\$2,355,356
Manpower Allocation Factor			FTE Staffing Requirements			
post	5.00 FTE Employees		0.67 Detectives		1 Beat	
8 hour / 7 day post	1.67 FTE Employees		1.00 Sergeant for		9 Deputies	
8 hour / 5 day post	1.19 FTE Employees		1.00 Lieutenant for		18 Deputies	
			1.00 Captain for		30 Deputies	
			0.14 Clerical for		1 Beat	
			0.14 Transport Deputy		1 Beat	
Special Pay		FTE's	Per FTE Cost	Total Special Pay Costs		
Overtime/Shift Differential	27.13	\$3,472.79	\$94,217.00			
Total Part 1. Personnel Services						\$2,449,573

Fixed Fringe costs increased 10.2% from prior year.

Increased Sgt from 2.63 to 3 and Decreased Transportation Deputy from .63 to .10

Kenneth Wenzel is assigned SRO at rate of \$27.38.

Hard-coded increase to 1 FTE clerical per Town's request.

Overtime/Shift Differential cost per FTE increased 34.6%.

Total number of personnel from above that receive overtime and shift. Excludes Lieutenant and Captain.

**Fountain Hills
Maricopa County Sheriff's Office
Law Enforcement Reimbursement Costs and Charges
FY 2008
(July 1, 2007 through June 30, 2008)**

Total Number of Patrol Beats to be Provided

3.80

From Personnel Services Part 1, total FTEs all Classifications.

Part 2. Supplies and Rent

Total FTE's	29.19		
Supply Cost per Employee	\$21,893	(\$750 average per FTE)	
Uniform Allowance	\$16,914	(\$600 per Deputy)	
Total Part 2. Supplies and Rent			\$38,807

Total FY 06 Supplies expenditures for all Districts divided by total District employees. Decreased 23.6%

All Sworn officers are provided a \$600 uniform allowance annually from MCSO.

Uniform Allowance of \$600 times 28.39 Sworn FTEs.

Part 3. Services--Police Communications and Information

Service	Amount	Explanation	Sworn FTE's
Dispatch	55,697		
Radio System User Support	1,734	Proportionate cost based on actual number of Calls Received/Incidents.	
Info Systems Main/Access and Reporting	9,538		
County Wireless Radio System Cost	13,418	\$476 per sworn officer cost.	
Total Part 3. Services--Police Communications and Information			\$80,387

Dispatch service costs for MCSO.--Total call volume applied to Incidents and DISP budget of \$2,279,785
- FH incidents (12,392/total MCSO calls 507,230)
= 2.44%

Costs of radio system support specialist.

County Wireless Radio System cost of \$476 times 28.19 Sworn FTEs.

CAD System/Program Manager personnel costs, System hardware/software maintenance for CAD, hardware/software maintenance for Records Management System (RMS).

Fountain Hills
Maricopa County Sheriff's Office
Law Enforcement Reimbursement Costs and Charges
 FY 2008
 (July 1, 2007 through June 30, 2008)

Total Number of Patrol Beats to be Provided

3.80

Part 4. Vehicles and Equipment

Costs are based on full mileage rate, depreciation of vehicle, and depreciation of equipment multiplied by number of estimated miles.

Average rate from MCSO Fleet Management quarterly data reporting (3rd qtr FY 06 through 2nd qtr FY 07)

Vehicle Cost with Warranty \$ 34,923 Vehicle life 100,000 miles.
 Equipment Costs \$ 14,410 Equipment life 200,000 miles.

Estimated annual miles increased 2% based on MCSO FY 06 monthly activity reports provided to Mayor factored for increase of 3.5 to 3.8 beats of service.

Crown Vic patrol vehicles	Per Mile Rate	Estimated Annual Miles	Annualized Costs
Mileage Rate	\$0.210	129,545	\$27,204
Vehicle Depreciation	\$0.349	129,545	\$45,211
Equipment Depreciation	\$0.072	129,545	\$9,327

Vehicle Cost with Warranty \$ 38,361 Vehicle life 125,000 miles.
 Equipment Costs \$ 14,410 Equipment life 200,000 miles.

SUV patrol vehicles	Per Mile Rate	Estimated Annual Miles	Annualized Costs
Mileage Rate	\$0.290	64,773	\$18,784
Vehicle Depreciation	\$0.307	64,773	\$19,885
Equipment Depreciation	\$0.072	64,773	\$4,664

Total Part 4. Vehicle and Equipment Costs **\$125,075**

Vehicle cost divided by miles of vehicle life.

Vehicle Related Equipment cost divided by miles of equipment life.