This report was prepared by the Idaho Policy Institute at Boise State University and commissioned by The City of Driggs.
Many cities in Idaho have historically contracted with their county sheriff for police services. Because county sheriffs are charged with enforcing Idaho Code countywide, these arrangements often allow the sheriff to also enforce city ordinances. This arrangement provides small towns access to an increased police presence without incurring the expense of maintaining their own department. The sheriff, in turn, receives more financial resources to improve service delivery. For many cities and counties, it is a mutually beneficial arrangement that acknowledges the unique challenges facing small-towns and rural communities.

For many years, the City of Driggs contracted with the Teton County Sheriff’s Office (TCSO) for police services under just such an arrangement. However, Driggs officials canceled their contract with TCSO in 2016. City officials alleged inadequate service delivery, poor follow-through and a lack of transparency, combined with a belief that their resources would be better directed elsewhere. Officials from TCSO disagree with this perception.

This study aims to review the issues surrounding the Driggs contract with TCSO and the circumstances that led to its cancellation. Combining academic research, stakeholder interviews and budgetary analysis, we consider five law enforcement alternatives available for Driggs’ officials to better inform their decisions regarding law enforcement. These alternatives include maintaining the status quo with no county contract, restoring a contract for service, establishing a code enforcement officer position, creating a city-level police department and forming a large-scale unified system. Each of these options has its own cost structure and its own unique challenges that policymakers must weigh.
In order to complete our analysis, the Idaho Policy Institute (IPI) research team conducted a review of policing and police services that are pertinent to small cities like Driggs and rural counties like Teton County, Idaho. Our review included academic studies, third-party reports and articles associated with law enforcement models in small towns and rural areas. The review encompassed a wide array of studies that analyzed the landscape of policing across the United States (U.S.).

Additional material examined consisted of sources both governmental and professional, including Idaho Code, opinions and guidelines of the Idaho Attorney General’s Office, the Bureau of Justice Statistics (BJS), the International City/County Management Association (ICMA) and the International Association of Chiefs of Police (IACP).

To assess the competing interests and concerns of various stakeholders in Driggs and Teton County, the IPI research team conducted a series of interviews with stakeholders identified in consultation with the City of Driggs. Stakeholders included representatives from the cities of Driggs, Victor and Tetonia; Teton County Board of County Commissioners; Teton County Sheriff’s Office; Teton County Prosecutor’s Office; the contract public defender for Teton County; Teton School District 401; Teton Regional Economic Coalition; Teton Aviation; Huntsman Springs; and a former Teton County Prosecutor.

We conducted a total of 15 interviews: 12 were in-person interviews conducted in April 2018 and three were phone interviews conducted in May 2018. We conducted the phone interviews with stakeholders our research team was unable to meet in-person during our research trip to Teton County in April 2018. Two members of the research team were present for each interview and took separate notes throughout. These notes were later compared for accuracy.

Small-town/rural crime and justice are not simply scaled-down versions of urban crime and justice. Rather, they are shaped by several distinctive features, including geographic isolation, lower ethnic/racial diversity, higher average age, and higher poverty rates (Pew Research Center, 2018; U.S. Census Bureau, 2016). However, despite evidence that about half of U.S. police agencies employ fewer than ten full-time officers (Wilson and Grammich, 2012), research tends to focus on very large agencies.

Most research shows that small-town/rural law enforcement agencies have been able to evolve - adapting to economic, technological, demographic and cultural changes. Several law enforcement models have been developed but the benefits of each are context-dependent. The challenge facing local policy makers is to carefully assess the advantages and pitfalls that each of these options would have in their jurisdiction in order to make the most appropriate decision.
THE CONTRACT

The City of Driggs’ contract with the Teton County Sheriff’s Office for additional coverage expired on September 30th, 2016. The now-expired contract encompassed the following:

Police Services. The Teton County Sheriff’s Office shall assume responsibility for protection and law enforcement within the corporate boundaries of the City of Driggs, in combination with its statutory duty to police the entire County. Final oversight of all police and law enforcement activity undertaken within the corporate limits of the City lies with the Mayor of the City except for those administrative operations and duties occurring at the facilities of the County which reside within the City, which are not related to law enforcement activity within the City.

Security checks. The Sheriff’s Office shall conduct nightly security checks of City infrastructure and facilities. These shall include, but not be limited to the following: City Airport, Wastewater Treatment Plant, City Shop and Public Works Yard, City Parks, City Building and Plaza, Visitor’s Center, Industrial Building, City Parking Lots, and City Water Facilities.

Enforcement of City ordinances. The Sheriff’s Office shall enforce the ordinances of the City as requested by the Mayor, in addition to the general criminal and traffic law enforcement already conducted pursuant to Idaho Statutes. Violations which would constitute violations of either state law or ordinances of the City shall be brought as violations of state laws and all such violations shall be brought before the county magistrates.

Directed patrols. Upon written or emailed request of the Mayor, the Sheriff’s Office shall conduct directed patrols in specific areas of the City. Upon notification of areas of concern Sheriff’s Office will work with the Mayor to develop a patrol plan for the area of concern and appropriate reporting arrangements.

POLICE DEPARTMENTS AND SHERIFFS’ OFFICES

In 2012, there were 18,000 state and local law enforcement agencies in the U.S., with approximately 765,000 personnel (Wilson and Grammich, 2012). According to a report published by the Bureau of Justice Statistics (BJS) (2015), sheriffs’ offices accounted for about 20 percent of the nation’s general-purpose state and local law enforcement agencies and employed about a third of all full-time general-purpose law enforcement personnel during 2013. By virtue of its historical evolution, the sheriff’s office has broader legal responsibility and greater legal authority in the range of activities covered than those of local police chiefs (Falcone & Wells, 1995).

Some research suggests that sheriffs will have stronger community identification than police chiefs. After interviewing appointed police chiefs and elected sheriffs from 16 different counties, LaFrance and Placide (2009) found that most of the sheriffs in the sample averaged almost 20 more years of county residence than police chiefs, and had served in their current positions almost twice as long as police chiefs. This illustrates that the sheriff’s authority often benefits from strong relationships. On the other hand, the authors identified a significant difference in education levels between sheriffs and chiefs, with chiefs generally completing more schooling. According to the authors, this shows that police chiefs in the sample had more of an expert power base than sheriffs. Furthermore, police chiefs are less likely to sacrifice professional values for political ones, since they obtain office by appointment rather than election. On the same note, the police chief must work harder to learn the language of the municipal
legislature (LaFrance and Placide, 2009). Finally, proponents of municipal policing claim that such agencies can provide higher local control and more personalized services due to their territorial scale. (Wilson and Grammich, 2012).

In the end, both leadership and management in law enforcement organizations are influenced by local social networks and institutional contexts. While general education levels, community ties, range of responsibilities and professional and political values are very important in understanding the typical disparities between sheriffs’ offices and police departments, different regions may be faced with different scenarios and, therefore, should be analyzed case by case.

**JURISDICTIONAL MATTERS**

The number of non-school special districts in the U.S. more than tripled between 1952 and 2012, going from 12,340 to 38,266 (Nelson & Stenberg, 2018). Traditional local functions have become more intergovernmental and there are no longer exclusively local problems and responses. Scholars and practitioners alike have agreed on the need for less intergovernmental competition and more collaborative public management. A wide range of responses to boundary-crossing issues has been implemented across the U.S. with varying degrees of success (Nelson & Stenberg, 2018). These mechanisms include local merger, regionalization, and shared and contract services.

Supporters of local mergers, or full consolidation, argue that combining two or more units of governments into one entity can generate greater efficiency and lower costs, primarily through improved economies of scale. Studies have indicated that consolidated departments tend to have a significant advantage over stand-alone departments when comparing per capita cost by service delivery type (Pennsylvania Economy League & Institute for Public Policy and Economic Development, 2010). Research also suggests that consolidation can lead to fewer disparities among residents of the region and enable increased collaboration in other areas of local government (Nelson & Stenberg, 2018).

Regionalization takes place when a number of jurisdictions combine to police a geographic area rather than a jurisdictional one (New Jersey State Association of Chiefs of Police, 2017). In the regionalization model, the municipal and/or county law enforcement entities involved remain legally separate, but partner in the delivery of certain functions. Thus, they are not restricted by existing local boundaries in defining their scope of responsibilities (Nelson & Stenberg, 2018). Among the potential benefits provided by this model of law enforcement are the elimination of duplicated services, increased cooperation between officers in neighboring jurisdictions, increased capacity in specialized services and enhanced personnel development.

Law enforcement services can also be shared or contracted. The former consists in two or more agencies combining certain functional units — emergency communications, dispatch, records, etc. — while the latter is based on a formal contract to pay for law enforcement services typically provided by larger jurisdictions to smaller ones (New Jersey State Association of Chiefs of Police, 2017).

Driggs faces the challenge of identifying the most adequate law enforcement arrangement according to its needs and resources. The best-informed choice will depend on a context-
When elected officials in Driggs announced their intention not to renew the contract with TCSO, they cited a failure to receive services, an ability to replace those services privately at a lower cost and the argument that city taxpayers were “paying twice” for law enforcement that the county was already statutorily mandated to provide (Stuntz, 2017). Based on this and our own stakeholder interviews, we have identified the following challenges that officials in Driggs face: 1) City and county institutional responsibilities; 2) Code enforcement responsibility; 3) Transparency and accountability; 4) Public security and services provided; and 5) Local politics.

CITY AND COUNTY INSTITUTIONAL RESPONSIBILITIES

Most stakeholders indicated that the only difference in crime between Teton County as a whole and cities like Driggs and Victor was one of scale—densely populated areas simply provide more opportunities for crime. This presumption creates tension between cities and the county, and more specifically the role of each.

This tension is particularly relevant to Driggs city officials’ argument that, under the contract, they felt they were paying the TCSO to conduct law enforcement actions it was already statutorily obligated to provide. Some stakeholders described the issue as “double taxing” or “paying twice.” Their rationale is that all county residents pay taxes to fund the County Sheriff, who is obligated to enforce state laws throughout the county. By having city residents pay additional fees through an extra service contract, those residents are, in effect, paying twice—once at the county level and again at the city level. However, it is common across Idaho (and the U.S.) for governments to pay for additional services that may not be needed elsewhere. In the context of the agreement between Driggs and the TCSO, the county was contracted to provide services within the city, i.e., enforcing city code, that the TCSO did not provide in rural areas.

Driggs and Teton County used a Joint Powers Agreement (JPA), which are common agreements between county sheriff’s offices and municipalities across Idaho. Under Idaho Code 31-2227, the county sheriff has the primary duty of enforcing all penal provisions and statutes of the state. Under Guidelines issued by the Idaho Attorney General’s Office (5/16/89), “…it is clear that a sheriff has a duty to enforce state penal laws within the boundaries of a city regardless of whether that city has a police department or not. There is no requirement that the city reimburse the sheriff for enforcing state penal laws within city boundaries” (p. 2).

The Guidelines also stress that county sheriffs are not obligated to enforce city ordinances. “The county sheriff does not have authority to enforce county ordinances within a city’s limits, nor does he have the power to enforce city ordinances, absent an agreement by the city to contract for such services from the county sheriff” (p. 4). Further, “A city, in lieu of hiring its own police force, may find it more profitable to contract with the county sheriff to increase the sheriff’s manpower and provide extra protection within the city limits.
Such an agreement could provide for a resident deputy, extra patrol, or enforcement of city ordinances” (p. 4). Figure 1 provides an overview of the sheriff’s jurisdiction in Teton County.

FIGURE 1: OVERVIEW OF THE SHERIFF’S JURISDICTION IN TETON COUNTY

Thus, the contract for service can best be understood as an expansion of the Sheriff’s existing scope of responsibility. The county’s taxes and the city’s contract pay for two separate services. If considered on its own, it is unlikely that Driggs’ contracted amount of $57,000 could fund more than the salary of a single officer, let alone additional operating expenses not associated with salary. As the contract did not specify that funds would be used on a single, dedicated Driggs deputy, TCSO had discretion over how the funds would be used to offset the cost of additional services in Driggs.

This underscores the need for a better understanding of the role of counties and cities, and perhaps more directly, what cities are paying for under expanded service agreements. The city is under no obligation to contract with the county, especially if they feel they are not receiving any added value from the contract or that services are not sufficiently rendered. But, given these distinctions and the widespread use of city-county contracts-for-service across Idaho, it would be inaccurate to classify them as “paying twice.” Rather, the JPA allows one government (Driggs in this case) to pay a second government (Teton County) to provide services that the city officials desire; these are services that are beyond the scope the sheriff’s office would provide without the JPA.
CODE ENFORCEMENT RESPONSIBILITY

There is disagreement among city and county officials regarding whether TCSO has met the terms of the contract with regard to enforcement of city code: One side believes the contract clearly charges TCSO with the responsibility of enforcement of all city code violations, while the other sees discretion that is necessarily subject to the realities of limited resources and prioritization. A better understanding of expectations at the contract’s outset can help address this.

The previous agreement called for TCSO to “enforce city ordinances at the request of the Mayor,” but city code is multifaceted and can encompass a variety of issues, some examples being public safety, assault, animal control, parking violations, firework displays and building codes. Some of these traditionally fall to police organizations to enforce, such as assault, but others—like building codes—may not necessitate a response by a sworn officer that may not have the necessary professional expertise and can instead be handled by city planning departments. The language of the contract does not make this distinction, which can create an expectation on Driggs’ part that TCSO is obligated to handle all city code violations. At the same time, devoting deputies’ time to civil infractions can be an inefficient use of resources, especially when responses to such infractions are not responsibilities typically associated with sworn law enforcement officers.

During stakeholder interviews, Driggs city officials cited traffic enforcement and animal control as two of the most pressing public problems they would like to see addressed by law enforcement officials. City officials in Victor, conversely, characterized building code enforcement as a gaping hole, though they were quick to acknowledge that this was likely due to the resources and skills not being available, rather than professional neglect. A county official said that TCSO prioritizes felonies over citations, especially during periods of understaffing, which may have contributed to fewer citations issued for traffic enforcement and animal control.

TCSO expressed a willingness to house a county resource officer, which would encompass both code enforcement and animal control responsibilities, but said other stakeholders had rejected the proposal due to cost concerns. They also noted concerns with the validity of city ordinances, a reference that stemmed from an experience where an ordinance was ruled invalid on a technicality after the sheriff’s and prosecutor’s offices had devoted resources towards its enforcement.

The county prosecutor indicated that code enforcement matters fell more under the prosecutor’s office than the sheriff’s, but suggested that the current prosecutorial contract is too vague. The FY 2015 prosecutorial services agreement between Driggs and Teton County called for the prosecutor’s office to “prosecute violations of state misdemeanors and infractions and violations of county or city ordinances committed within the municipal limits of the City.” But there are legitimate concerns over whether this is meant to encompass all offenses or only criminal offenses. The cities have one view while the prosecutor’s office has another. This is something both parties must clarify.

In short, our interviews suggest that Driggs officials understanding is that the contract clearly charges the sheriff’s or prosecutor’s office with the responsibility of enforcement/prosecution of city code violations, while the officials from TCSO believe that how they will use deputy and staff time to enforce contracts is subject to their discretion. The
different interpretations speak to an underlying issue, which a stakeholder in Victor described as lacking a mutual understanding of expectations. Thus, greater specificity and enumerated expectations regarding city code in the contract itself can help clarify this misunderstanding.

TRANSPARENCY AND ACCOUNTABILITY

Another issue identified by officials from Driggs is a perceived lack of transparency and accountability from TCSO. This issue was brought up in prior negotiations in 2015 during a September 9th meeting, where the Driggs Mayor expressed that he cannot document whether TCSO is fulfilling the terms of the contract (BOCC minutes, p. 2). During an interview with the research team, the Mayor indicated the issue had existed across multiple sheriff administrations and extended back at least to 2000. City officials also said that, in their view, there is limited accountability for law enforcement and no transparency or insight into their training procedures.

Stakeholders not affiliated with Driggs or TCSO suggested that repeated loss of talent to surrounding jurisdictions with better pay (such as Jackson, WY) compounds the problem. This can leave TCSO understaffed or with replacements who have not received as much training as those who left. Driggs officials indicated that the Sheriff is not responsive when asked about training procedures for his deputies.

Officer training procedures are typically an internal matter that the Sheriff controls and the contract for service between Driggs and Teton County does not address them. While the city’s request is understandable, it is likely viewed as beyond the scope of the contractual relationship between the county and the city, as well as an intrusion on TCSO’s autonomy to run the organization as it sees fit. Given that Driggs is paying for additional service, though, it would likely improve city-county relations if TCSO was willing to provide additional information to city officials regarding officer training and internal oversight mechanisms. This is indicative of another misalignment of expectations.

As multiple stakeholders noted, the Sheriff is accountable, first and foremost, to the voters of Teton County. In regards to accountability for the agreement, it is important to note that the contract calls for “quarterly written reports detailing the number of calls for service, violations of municipal ordinances and State statutes including civil citations issued, incidents handled, and security checks within the City.” If these reports are not occurring, or the timeline is not sufficient, this should be addressed in future contracts.

PUBLIC SECURITY AND SERVICES PROVIDED

Stakeholders in Driggs did not feel that services outlined in the contract with TCSO were adequately provided. Driggs’ contract mandated both security checks and directed patrols above and beyond regular police services. On the former, officials specifically noted checking city-owned facilities to deter vandalism and ensure buildings were secured. The perception among officials is that these checks were not occurring or could be achieved at a reduced cost by using a private company.

There is available data on security checks in Teton County. Total call volume for Driggs averaged around 30 percent of countywide responses, per call data provided by TCSO,
whereas the city is comprised of only 16 percent of the county’s population. While the overall number of security checks increased year-to-year, Driggs’ proportionate share substantially declined when they terminated the contract with TCSO. In 2016, the last year of the contract, TCSO performed 1,430 security checks in Driggs. This constituted 56 percent of all security checks performed by TCSO countywide. In 2017, with no contract, TCSO performed 1,243 security checks in Driggs, which amounted to 41 percent of all security checks countywide, a 15 percent decline. This is an indicator that in terms of volume, the contract did result in a greater number of security checks within city limits, though it does not tell us where, specifically, those checks were directed. In addition, even without a contract, over 1,200 security checks were executed in Driggs.

As for services, a frequent response from stakeholders was that animal control ordinances—focusing on stray dogs, specifically—were not well enforced. City officials from Driggs, Victor and Tetonia all cited loose dogs and experiences where citizens had been bitten as pressing problems in need of more attention. TCSO indicated that they did not view strays as high of a priority issue as the cities did. In addition, strays are often gone by the time sheriff deputies arrive and the deputies lack specialized equipment to detain and transport animals. However, TCSO indicated a willingness to house a dedicated animal control officer if cities would help offset the cost. To date, proposals have been either cost prohibitive or presented too late in budgeting processes to be accommodated. However, left unaddressed, this issue contributes to a perception among some that contracted services are not being delivered.

**LOCAL POLITICS**

Finally, several interviewees noted there is a now profound generational and cultural divide between the cities and the county. This divide is exacerbated by Driggs’ growth both as a tourist destination and as a bedroom community for Jackson, WY. One of the issues we see across the U.S. is increasing political polarization, a cleavage particularly noteworthy among rural communities and growing towns.

Against this backdrop, a contentious election cycle casts a shadow on all the aforementioned issues. In areas where elections are competitive, polarization can create animosity between leading politicians in the community. Throughout our interviews, stakeholders noted animus between Driggs officials and the Teton County Sheriff as being an additional challenge. Some believe this has led to policy intransigence on both sides.

Several stakeholders felt that some sort of compromise between the two sides would be the most beneficial outcome. There was a general sense that all entities working together serves the community best and greater collaboration can only be a good thing.

**STAKEHOLDER MAP**

We have summarized stakeholder responses regarding their perceptions of the public security needs in Teton County, what factors contributed to the cancellation of the TCSO contract and what potential difficulties they anticipate with no contract in place in the following stakeholder map. In order to preserve the relative anonymity of responses, stakeholders have been grouped by type: City of Driggs, Other Cities in Teton County (Victor & Tetonia), Teton County Officials (BOCC, Sheriff, Prosecutor & Public Defender)
and Community Members (Teton School District 401, TREC, Teton Aviation, Huntsman Springs & Former County Prosecutor).

### TABLE 1: STAKEHOLDER MAP

<table>
<thead>
<tr>
<th>Stakeholder Group</th>
<th>Main Public Security/Safety Issue</th>
<th>Perception of Key Issue(s) That Led Driggs to Cancel Service</th>
<th>Missing in Public Security Protections</th>
<th>Anticipated Public Safety Problems as a Result of No Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Driggs</td>
<td>Accountability of law enforcement; high transient population; not responsible use of funds; animal control; traffic enforcement; security of city facilities; domestic violence;</td>
<td>Accountability of law enforcement; unclear what extra services receiving for what they paid; enforcement of city ordinances not done well; can hire private service at better price</td>
<td>Traffic enforcement; animal control; security of city facilities; enforcement of city ordinances</td>
<td>Do not see any difference; question presumes Driggs got something from contract; increased risk; spotty response from TCSO, both w/ and w/o contract; none</td>
</tr>
<tr>
<td>Other Cities in Teton County (Victor, Tetonia)</td>
<td>Natural disaster; domestic issues; code enforcement; animal control; increased sexual assault; preventing/reducing crime</td>
<td>Political differences between Driggs and Sheriff/other county officials; believe Driggs would say unresponsive/no support enforcing ordinances; terms of contract not being met</td>
<td>Building code enforcement; Not enough presence/routine checks; need more staff; animal control</td>
<td>Inability to enforce building codes; potential cuts at Sheriff’s office affecting ability to enforce</td>
</tr>
<tr>
<td>Teton County Officials (BOCC, Sheriff, Prosecutor, Public Defender)</td>
<td>Drug abuse; sexual assault; DUIs; traffic issues; domestic violence; guns; vandalism; animal control; mental health issues</td>
<td>Political differences; personality rift; financial cost; expectations; perception not getting services; competing priorities</td>
<td>Feel doing good job now; some gaps in fringe codes; lack of follow-through; documentation; ability to transport people</td>
<td>City ordinances unenforced; no safety impact; depends on TCSO responsiveness; preventative actions lost (security checks down)</td>
</tr>
<tr>
<td>Community Members (Teton School District 401, TREC, Teton Aviation, Huntsman Springs, Fmr. County Prosecutor)</td>
<td>Drug abuse; sexual assault; public safety; DUIs; rise in violent crimes; domestic abuse</td>
<td>Poor communication; financial cost; personality difference; political differences; inability to document service beyond statutorily required minimum</td>
<td>Contract between Driggs and County &amp; impact on community; otherwise no major issues</td>
<td>Minor issues (e.g., parking, stray dogs); uncertain</td>
</tr>
</tbody>
</table>
OPTIONS FOR LAW ENFORCEMENT

To address the City of Driggs’ law enforcement needs going forward, there are several options available. IPI was specifically directed to assess some, while others arose over the course of our study through analysis of stakeholder interviews or a review of the literature.

This section evaluates five law enforcement options: 1) Status Quo; 2) Restoration of Services; 3) Code Enforcement Officer; 4) City Police Force; and 5) Unified Regional Model.

The City of Driggs contracted with IPI to estimate the approximate cost of each option over time. These projections should be considered conservative, with annual year-to-year growth estimated at three percent. Even so, some estimates require the establishment of funding formulas between jurisdictions. These are estimates only and were not discussed with stakeholders.

Cost is a significant factor of our analysis. When asked, none of the stakeholders we interviewed felt that Teton County taxpayers would be receptive to a tax increase in order to fund a new policing mechanism. A few allowed the possibility that voters could be swayed by a very convincing argument, but were doubtful one could be made. One representative from the City of Driggs suggested that an overall cost savings is their objective. Given the relatively modest size of the contract for service, if this feeling is shared, it suggests several of these options are cost prohibitive.

OPTION 1: STATUS QUO

The first option, moving forward, is the status quo: no contract between the City of Driggs and Teton County for expanded law enforcement. Currently, the TCSO is responsible for enforcing state and county laws. City ordinance violations are unenforced and security checks and patrols are conducted solely at the direction of TCSO.

With no contract, there would be no monetary cost to Driggs directly associated with this alternative. The $57,000 previously allocated for the expanded service contract could be applied elsewhere in the city’s budget. This option requires a higher risk tolerance from the City, as there is a greater possibility of property damage or other criminal activity in the absence of regular security checks.

That said, several stakeholders commented that they had not noticed any change in service delivery since the cancellation of the Driggs contract and did not anticipate any major problems due to its absence. Several were amenable to continuing without a contract—especially if the intent was to save money.

The Status Quo option is the simplest alternative to implement, as it requires actors to take no further action. Underlying concerns would remain unaddressed, however, and some stakeholders may be dissatisfied with the outcome.
OPTION 2: RESTORE SERVICES

A second alternative is to resume contracted services between Driggs and TCSO. This would restore additional services to Driggs, but would likely do little to address their concerns unless the contract more specifically outlines expectations and services provided.

As noted in a previous section, some stakeholders were under the impression that the contract with TCSO was for police protection, period, and that without a contract it would go away. This could be due, in part, to the vagueness and imprecision in the existing additional coverage agreement, which titled item 1 “Police Services.” As the agreement noted, these services were “in combination with its statutory duty to police the entire County.” It is understandable that this language could result in the mistaken impression that without the contract these basic police services might not be provided within city limits. However, the additional coverage of the contract is better understood to encompass security checks, enforcement of city ordinances and directed patrols. The contract’s cost likely helps TCSO cover the additional expense of these activities.

In order to address Driggs’ concerns, the contract would need to be more explicit in delineating what and how additional services are provided. For comparison, the Ada County Sheriff’s Office has long had a JPA with the City of Eagle (population 24,785). Eagle contracts with Ada County to provide for an Eagle Police Department. All Eagle Deputies are considered employees of the Ada County Sheriff, but their primary deployment is within the city’s boundaries. While it constitutes a much larger contract ($2,314,670.19 annually, or $93,389.96 per 1,000 persons), it is also more explicit in the services provided (see box below), reporting mechanisms, cost (including a full budget breakdown) and the city’s responsibilities (see also Appendix A). The contract also explicitly states that control of personnel, standards, discipline and all other aspects of performance shall be governed by the Ada County Sheriff’s Office, not the City.

“City services” are defined as:

a. Reactive patrol to enforce state law and City-adopted municipal, criminal, and traffic codes and to respond to residents’ and business’ calls for service.
b. Proactive patrol to prevent and deter criminal activity.
c. Traffic patrol to enforce applicable traffic codes.
d. Deputies and Detectives to investigate local crimes occurring within the city limits.
e. Community crime prevention.
f. Support services necessary to provide law enforcement services.
g. Communications services, including call receiving, dispatch, and reports.
h. Code enforcement of city code violations. The Code Enforcement office will also assist patrol with crash scenes and report writing.
Table 2 provides an overview of select Idaho cities and resort towns, including their population, police budget, total city budget and police cost per 1,000 persons. As a percentage of overall city expenditures, police services range from 7 percent (Ketchum) of the overall budget to 52 percent (Salmon). On a per capita basis, Ammon spends the least on police services ($97,731 per 1,000 persons) while Ketchum spends the most ($613,442 per 1,000 persons).

Against these contracts, the former agreement’s annual cost ($57,000, or $32,834.10 per 1,000 persons) is not unreasonable for Driggs’ size and tax base. The former agreement’s primary shortcoming appears to be vague language and a misunderstanding of what it was supposed to accomplish. Identified concerns (e.g., accountability, security checks, code enforcement, etc.) are best addressed through the contract itself, with agreement by both parties. The Eagle-Ada agreement outlines expectations over nine pages, including an itemized budget. Conversely, the Driggs-Teton agreement was two pages with a flat fee. It would be beneficial to both parties to have a more explicit contract, one that details services provided—like those referenced—and their associated costs.

Assuming these concerns can be addressed through contract negotiation, Table 3 summarizes expected city costs under a restored contract arrangement. Assuming a $57,000 base price and three percent annual growth, the average annual cost would be $59,614 for years 0-3, $65,116 for years 4-5, and $72,269 for years 6-10.
OPTION 3: CODE ENFORCEMENT OFFICER

Hiring a code enforcement officer would address the code enforcement issue. In Idaho, code enforcement officers are typically part of either the city’s planning department or the city’s law enforcement. When part of a police force, these officers are not sworn deputies and are not able to enforce criminal laws within the state. Instead, they enforce civil ordinances (e.g., parking, signage and nuisance ordinances), but are sometimes called on to aid law enforcement with traffic accident response.

Almost across the board, stakeholders from Driggs, Victor, Tetonia, Teton County and the greater community all identified a need for better code enforcement. Several mentioned previous attempts to create a position, either housed within the county (and thus available to cities through contract) or shared between cities. At least one proposal included a joint code enforcement/animal control officer. Conflicting reasons were given for why these proposals failed—either the cities did not want the added expense, the county did not want the added expense, or some combination of the two. Whatever the case, the cost was viewed as prohibitive, even when shared.

Under the previously mentioned Eagle-Ada contract, the code enforcement officer receives an annual salary of $59,214. According to Payscale.com, salaries for code enforcement officers range from $26,529 to $60,302. The median annual salary is $41,618. In addition to salary and benefits, the officer would need a dedicated vehicle in order to perform his or her duties. Given the widespread need for code enforcement, there are opportunities for jurisdictions to partner and share the code enforcement officer, thereby reducing their individual cost burden.

Table 4 summarizes the anticipated costs for a dedicated code enforcement officer over time. Using the median salary as the base, we assumed a three percent annual cost-of-living increase and benefits as 30 percent of salary. We also assumed a seven-year lifespan for the vehicle, necessitating capital purchases in year zero and year seven, with the purchase price slightly higher in year seven to account for inflation. Approximately one-third of the vehicle’s cost was budgeted in its year of purchase to cover fuel, maintenance and insurance expenses, with a three percent annual growth rate thereafter. Operating expenses were assumed to be five percent of the overall cost, excluding the capital cost of the vehicle.
Under these assumptions, the average annual cost for a code enforcement officer is anticipated to be approximately $73,181 in years 0-3, $73,870 in years 4-5, and $86,348 in years 6-10. If these costs are split evenly between Driggs, Victor and Teton County, each entity would be responsible for an average $24,394 in the first three years, $24,623 in years 4-5, and $28,783 in years 6-10. If costs are split only between the cities of Driggs and Victor, on average each would be responsible for $36,590 in years 0-3, $36,935 in years 4-5 and $43,174 in years 6-10.

These estimates do not include animal control duties, which would require additional equipment and training. The cost of that position was estimated by the Teton County Sheriff’s Office in FY 2018 at $82,080. Stakeholders considered this option in the past, but, as previously mentioned, most indicated it was either too expensive or introduced too late in the budgeting cycle to accommodate.

**OPTION 4: CITY POLICE FORCE**

Another alternative is the creation of a city police force. Most stakeholders felt this alternative was cost prohibitive. This may well be the case, as salary costs alone would quickly eclipse the cost of the former contract. Estimating the actual cost of creating a new police department presents many challenges, as it requires determining, among other things, salary levels, staffing levels, vehicle fleet size and dispatch fees.

The U.S. Bureau of Justice Statistics (BJS) produces population-based ratios of how many full-time officers communities have per 1,000 persons. BJS ratios from 2013 suggest 2.4 officers are needed for every 1,000 persons in communities with populations between...
The U.S. Census estimates Driggs’ 2017 population at 1,805, which would translate into five officers (4.33).

The International Association of Chiefs of Police (IACP) believes these ratios are a poor indicator of staffing needs and are only useful in identifying staffing trends. Consequently, IACP does not recommend their use. There is a greater movement towards analyzing calls-for-service volume broken down by time of day to determine staffing allocation. These methods presuppose the existence of a law enforcement organization and thus are little help in identifying how many officers are needed to staff a new police department in a city the size of Driggs.

To determine the necessary staffing level, we began with the series of assumptions summarized in Table 5. First, we assume two full-time officers (FTOs) per shift and a standard 40-hour work week (note that TCSO budgets patrol deputies with a 41.75-hour work week). We also assumed shifts are approximately eight hours in length, which translates to a minimum requirement of three shifts per day. Each full-time officer would be able to complete five shifts per week. Three shifts per day means that there would be 2,190 total shifts per year, which translates into 17,520 total patrol hours per year.

With 40-hour work weeks, each FTO could work a potential 260 shifts per year (52 weeks). Assuming a reduction of four weeks to accommodate annual vacation/sick time, the actual number of shifts a FTO can work is 240 per year or 1,920 labor hours. Total shifts (2,190) divided by FTO shift capacity (240) results in a workforce requirement of 9.13 officers, which must be rounded up to 10.

**TABLE 5: CITY POLICE FORCE ASSUMPTIONS**

<table>
<thead>
<tr>
<th>Assumption</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-Time Officers (FTO) per Shift</td>
<td>2</td>
</tr>
<tr>
<td>FTO Hours per Week</td>
<td>40</td>
</tr>
<tr>
<td>Hours per Shift</td>
<td>8</td>
</tr>
<tr>
<td>FTO Shifts per Week (hours per wk / hours per shift)</td>
<td>5</td>
</tr>
<tr>
<td>Total Shifts per Day (24 hours / 8 hours)</td>
<td>3</td>
</tr>
<tr>
<td>Total Shifts per Year (3 shifts * 365 days)</td>
<td>2,190</td>
</tr>
<tr>
<td>Patrol Hours per Year (total shifts per yr * hours per shift)</td>
<td>17,520</td>
</tr>
<tr>
<td>Potential Work Shifts per FTO (FTO shifts per week * 52 weeks)</td>
<td>260</td>
</tr>
<tr>
<td>Annual Vacation/Sick Time per FTO (4 weeks * Shifts per week)</td>
<td>20</td>
</tr>
<tr>
<td>FTO Shift Capacity (Potential Work Shifts - Vac/Sick Time)</td>
<td>240</td>
</tr>
<tr>
<td>FTO Annual Labor Hours (FTO Shift Capacity * Hours per Shift)</td>
<td>1,920</td>
</tr>
<tr>
<td>Required FTOs (Shifts / Labor Days)</td>
<td>9.13</td>
</tr>
</tbody>
</table>

The U.S. Office of Personnel Management’s (OPM) Law Enforcement Salary Calculator lists the midpoint annual salary of a GS-2 pay grade (high school diploma with no other experience) law enforcement officer as $25,876. This is far below the salaries for surrounding areas, which would likely result in the same loss-of-personnel issues that TCSO already experiences. Patrol Deputy salaries in Jackson, WY range from $51,587 to $74,669 annually. According to OPM figures for the GS-5 pay grade (college degree), the midpoint annual salary is $44,167. This is still below surrounding jurisdictions, but not
There would be an added cost to the police department for access to and integration into the countywide emergency dispatch system, which Teton County controls. During stakeholder interviews, the Sheriff indicated that there would be a $100,000 annual cost minimum, possibly more if the increased workload necessitated hiring additional personnel.

Table 6 provides a broad cost estimate for a Driggs city police department over time. Salaries are calculated using the OPM GS-5 midpoint salary, with benefits assumed to be 30 percent of salary. As discussed, we budgeted for 10 officers. The vehicle pool is assumed to be half the number of officers. We also assume a seven-year lifespan for vehicles, with approximately one-third of the vehicle’s cost in the year of purchase budgeted to cover maintenance, fuel and insurance. We assume operating costs as five percent of the total cost (excluding vehicle capital costs and dispatch fee). An annual increase of three percent over the previous year is assumed for all categories excluding benefits and vehicle capital costs.

TABLE 6: CITY POLICE FORCE

<table>
<thead>
<tr>
<th>Year 0</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 7</th>
<th>Year 8</th>
<th>Year 9</th>
<th>Year 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td>$441,670</td>
<td>$454,920</td>
<td>$468,56</td>
<td>$482,625</td>
<td>$497,103</td>
<td>$512,017</td>
<td>$527,377</td>
<td>$543,198</td>
<td>$559,494</td>
<td>$576,279</td>
</tr>
<tr>
<td>Benefits</td>
<td>$132,501</td>
<td>$136,476</td>
<td>$140,570</td>
<td>$144,787</td>
<td>$149,131</td>
<td>$153,605</td>
<td>$158,213</td>
<td>$162,960</td>
<td>$167,848</td>
<td>$172,884</td>
</tr>
<tr>
<td>Vehicle (Capital)</td>
<td>$111,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$136,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Vehicle (Maintenance)</td>
<td>$36,630</td>
<td>$37,729</td>
<td>$38,861</td>
<td>$40,027</td>
<td>$41,227</td>
<td>$42,464</td>
<td>$43,738</td>
<td>$44,880</td>
<td>$46,226</td>
<td>$47,613</td>
</tr>
<tr>
<td>Operating</td>
<td>$32,147</td>
<td>$33,112</td>
<td>$34,105</td>
<td>$35,128</td>
<td>$36,182</td>
<td>$37,268</td>
<td>$38,386</td>
<td>$39,537</td>
<td>$40,723</td>
<td>$41,945</td>
</tr>
<tr>
<td>Dispatch Services</td>
<td>$100,00</td>
<td>$103,000</td>
<td>$106,090</td>
<td>$109,273</td>
<td>$112,551</td>
<td>$115,927</td>
<td>$119,405</td>
<td>$122,987</td>
<td>$126,677</td>
<td>$130,477</td>
</tr>
<tr>
<td>Total</td>
<td>$853,948</td>
<td>$765,237</td>
<td>$788,194</td>
<td>$811,840</td>
<td>$836,195</td>
<td>$861,281</td>
<td>$887,119</td>
<td>$1,049,563</td>
<td>$940,969</td>
<td>$969,199</td>
</tr>
</tbody>
</table>

Average Annual Cost: $804,805 $848,738 $969,025

2-Way Cost Share (Driggs/Victor) | $426,974 | $382,618 | $394,097 | $405,92 | $418,097 | $430,640 | $443,560 | $524,781 | $470,485 | $484,599 | $499,137

Average Annual Cost: $402,402 $424,369 $484,512

Under this model, we estimate costs at $853,948 in year 0 with a projected increase to $998,274 by year 10. The average annual cost to Driggs would be approximately $804,805 during the first three years, $848,738 during years 4-5, and $969,025 in years 6-10.

Should the City of Driggs and the City of Victor wish to partner in a joint city police force, assuming equal shares, these costs would be approximately halved to $426,974 in year 0 and $499,137 in year 10. The average annual cost to each city would be $402,402 in years 0-3, $424,369 in years 4-5 and $484,512 in years 6-10.
The combined cost of Driggs’ 2016 contract for service ($57,000) and Victor’s 2018 contract with TCSO (~$52,000) is approximately $109,000. Given the significant cost of a police department, unless substantial resources in both cities are reallocated to law enforcement, this option is likely cost prohibitive. This may be especially true considering that the cost projection only includes officers and their vehicles and does not account for support staff or a physical location. While the operating cost line item can absorb some of the cost of uniforms and weapons, their expense may be greater, especially in the initial year. As such, these estimates are best considered as likely minimum costs under the assumptions outlined. Note that final cost could be higher.

**OPTION 5: UNIFIED REGIONAL MODEL**

A final alternative suggested by city officials in Driggs at the outset of this study was the unified regional model currently in place in Salt Lake County, Utah. Under this unified system, several cities and townships have pooled their resources to create a single police force. Elected officials from participating jurisdictions form a 13-member Board of Directors that has direct oversight of the department. The elected County Sheriff serves as the CEO of the Department alongside a five person executive team that consists of an Undersheriff, Deputy Chief, Chief Financial Officer, head of human resources and Chief Legal Counsel. The Department is subdivided into seven precincts, each with its own Chief, which provide services to specific communities (in effect serving as local police departments). The Unified Department provides an array of pooled resources available to each precinct.

**FIGURE 2: SALT LAKE UNIFIED POLICE DEPARTMENT**

The combined community oversight of law enforcement under the unified regional model is appealing to some Driggs stakeholders, who suggested it might serve as an impetus for jurisdictions to work more cooperatively. Others see it as duplicating a service the County Sheriff already provides, unnecessarily complicating matters or attempting to expand the
The Salt Lake Unified Police Department (UPD) was created in 2009 under the authority of Section 11-13-204, Utah Code (the Interlocal Cooperation Act). Section 67-2328, Idaho Code (Joint Exercise of Powers) similarly empowers public agencies of the state (which counties and cities are both considered) to enter into voluntary agreements for the “exercise of joint power, privilege or authority.” This is the same statute that authorizes the previous contracts for additional coverage. These agreements are required to specify duration, purpose, financing and termination procedures, among other things. In order to implement a unified regional model in Idaho, the Teton County Sheriff’s office, Teton County and the Cities of Driggs, Victor and Tetonia could theoretically enter into an agreement to create a unified police department with a unique oversight board that consisted of the Sheriff, Mayors and County Commissioners under mutually agreed upon terms.

Per Idaho code, this system can only be established voluntarily, with the consent of all parties. In addition to the cities of Driggs and Victor, both the Board of County Commissioners and the County Sheriff would have to agree to participate. The Commission and Sheriff are equal officers of the county, with the former controlling the budget and the latter controlling personnel and holding the statutory authority for law enforcement. The Commissioners lack the authority to impose this system on the Sheriff and are prohibited from using their budgetary authority to “control...other county officers” (Idaho Attorney General’s Opinion, 86-10, p. 8). While the benefit of expanded political control to the cities is readily apparent, the incentives for the County Sheriff are more nebulous. Generally, the incentive for this type of structure would be financial.

Consider the financial arrangement of the Salt Lake Unified Police Department. In FY 2019, Salt Lake County is budgeted to contribute the largest financial share, 21.04 percent of member revenues ($14,428,370). The next highest single contributor is Millcreek, which provides 14.44 percent ($9,903,543). The smallest city contributor to the UPD is Herriman City at 1.61 percent ($1,101,123). Townships and unincorporated areas collectively account for 22.56 percent of member revenues ($15,469,967).

### TABLE 7: FINANCIAL ARRANGEMENT OF THE SALT LAKE UPD

<table>
<thead>
<tr>
<th>Salt Lake UPD Member</th>
<th>FY19 Revenue Contribution</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herriman City</td>
<td>$1,101,123</td>
<td>1.61%</td>
</tr>
<tr>
<td>Holladay</td>
<td>$4,648,615</td>
<td>6.78%</td>
</tr>
<tr>
<td>Midvale City</td>
<td>$8,096,435</td>
<td>11.81%</td>
</tr>
<tr>
<td>Millcreek</td>
<td>$9,903,543</td>
<td>14.44%</td>
</tr>
<tr>
<td>Riverton City</td>
<td>$5,288,290</td>
<td>7.71%</td>
</tr>
<tr>
<td>Taylorsville</td>
<td>$9,628,137</td>
<td>14.04%</td>
</tr>
<tr>
<td>Salt Lake County</td>
<td>$14,428,370</td>
<td>21.04%</td>
</tr>
<tr>
<td>Others</td>
<td>$15,469,967</td>
<td>22.56%</td>
</tr>
<tr>
<td>Total</td>
<td>$68,563,480</td>
<td>100.00%</td>
</tr>
</tbody>
</table>
Conversely, TCSO’s FY 2018 budget (which does not include Dispatch, Jail, or Law Enforcement Center expenses) totaled $1,296,809. The City of Driggs’ FY 2016 payment totaled $57,000, while the City of Victor’s FY 2018 contract with the Sheriff is approximately $52,000. If these were the financial contributions to a Teton Unified Police Department, Teton County would be responsible for 92.25 percent of the budget, Driggs 4.05 percent and Victor 3.70 percent. It is unlikely that a 7.75 percent budget increase is enough to convince TCSO to cede its existing political control.

In the case of Salt Lake County, the Sheriff’s Office received nearly five times the revenue they themselves contributed. The pooled resources benefitted the Sheriff as much as the communities served. Put another way, those communities brought $54 million to the table. Conversely, a $109,000 increase to the TCSO’s existing $1.3 million budget is poor incentive to encourage surrender of the office’s current autonomy.

In order for the Unified Regional Model to be a viable alternative in terms of participant buy-in, budgetary contributions would have to be more equitable. One alternative is for the county to contribute 40 percent, while Driggs and Victor contribute 30 percent each. From 2015 through March 2018, Driggs averaged 29 percent of Teton County’s total calls-for-service, a figure very much in line with a 30 percent contribution.

A more favorable allocation for Driggs would be population-based. According to U.S. Census estimates, from 2010 through 2017, an average 16.06 percent of the population of Teton County lives in Driggs, while an average 18.79 percent live in Victor. The remaining 65.15 percent of the population live in Tetonia or unincorporated Teton County.

Table 8 uses these population shares to project the contributions of Teton County, Driggs and Victor over time. We assume that the County’s initial 65.15 percent contribution is equal to TCSO’s FY 2018 budget, or $1.3 million. Under this assumption, Driggs’ initial 16.06 percent contribution would be $319,674, while Victor’s 18.79 percent would translate to $374,014. The total budget for a unified regional police department would be $1,990,497. This would give TCSO access to an additional $693,688, which would provide greater incentive to consider the new arrangement. Assuming three percent annual growth, by year 10 the total budget of the unified department would be $2,675,062.

**TABLE 8: UNIFIED MODEL, TCSO MAINTAINS CURRENT LEVELS OF SPENDING**

<table>
<thead>
<tr>
<th>Share</th>
<th>Year 0</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 7</th>
<th>Year 8</th>
<th>Year 9</th>
<th>Year 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teton County</td>
<td>65.15%</td>
<td>$1,296,809</td>
<td>$1,335,713</td>
<td>$1,375,785</td>
<td>$1,417,058</td>
<td>$1,459,570</td>
<td>$1,503,357</td>
<td>$1,548,458</td>
<td>$1,594,911</td>
<td>$1,642,759</td>
<td>$1,692,042</td>
</tr>
<tr>
<td>Driggs</td>
<td>16.06%</td>
<td>$319,674</td>
<td>$329,264</td>
<td>$339,142</td>
<td>$349,316</td>
<td>$359,796</td>
<td>$370,590</td>
<td>$381,707</td>
<td>$393,159</td>
<td>$404,953</td>
<td>$417,102</td>
</tr>
<tr>
<td>Victor</td>
<td>18.79%</td>
<td>$374,014</td>
<td>$385,235</td>
<td>$396,792</td>
<td>$408,696</td>
<td>$420,957</td>
<td>$433,585</td>
<td>$446,593</td>
<td>$459,991</td>
<td>$473,790</td>
<td>$488,004</td>
</tr>
<tr>
<td>Total</td>
<td>$1,990,497</td>
<td>$2,050,212</td>
<td>$2,111,719</td>
<td>$2,175,070</td>
<td>$2,240,322</td>
<td>$2,307,532</td>
<td>$2,376,758</td>
<td>$2,448,061</td>
<td>$2,521,502</td>
<td>$2,597,148</td>
<td>$2,675,062</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Average Annual Cost</th>
<th>Teton County</th>
<th>Driggs</th>
<th>Victor</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,356,341</td>
<td>$1,481,464</td>
<td>$1,644,195</td>
<td></td>
</tr>
<tr>
<td>$334,549</td>
<td>$365,193</td>
<td>$405,307</td>
<td></td>
</tr>
<tr>
<td>$391,184</td>
<td>$427,271</td>
<td>$474,204</td>
<td></td>
</tr>
</tbody>
</table>
An alternative approach is to use TCSO’s FY 2018 budget as the total cost of the unified police department, in which case Driggs’ and Victor’s contributions would introduce cost savings to the County. Under this model, Teton County’s initial contribution would translate to $844,871, Driggs’ to $208,268 and Victor’s to $243,670. In effect, TCSO would save approximately $451,938. By year 10, the total budget projects to be $1,742,803. Table 9 summarizes these projections.

<table>
<thead>
<tr>
<th>Share</th>
<th>Year 0</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 7</th>
<th>Year 8</th>
<th>Year 9</th>
<th>Year 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teton County</td>
<td>$844,871</td>
<td>$870,217</td>
<td>$896,324</td>
<td>$923,213</td>
<td>$950,910</td>
<td>$1,008,820</td>
<td>$1,039,085</td>
<td>$1,070,257</td>
<td>$1,102,365</td>
<td>$1,133,436</td>
<td></td>
</tr>
<tr>
<td>Driggs</td>
<td>$208,268</td>
<td>$214,516</td>
<td>$220,951</td>
<td>$227,580</td>
<td>$234,407</td>
<td>$241,439</td>
<td>$248,682</td>
<td>$256,143</td>
<td>$263,827</td>
<td>$271,742</td>
<td>$279,894</td>
</tr>
<tr>
<td>Victor</td>
<td>$243,670</td>
<td>$250,981</td>
<td>$258,510</td>
<td>$266,265</td>
<td>$274,253</td>
<td>$282,481</td>
<td>$290,955</td>
<td>$299,684</td>
<td>$308,674</td>
<td>$317,935</td>
<td>$327,473</td>
</tr>
<tr>
<td>Total</td>
<td>$1,296,809</td>
<td>$1,335,713</td>
<td>$1,375,785</td>
<td>$1,417,058</td>
<td>$1,459,570</td>
<td>$1,503,357</td>
<td>$1,548,458</td>
<td>$1,594,911</td>
<td>$1,642,759</td>
<td>$1,692,042</td>
<td>$1,742,803</td>
</tr>
</tbody>
</table>

Like the city police department alternative, given the expressed financial concerns of Driggs and Victor this option seems particularly cost prohibitive. Additionally, it is not clear that there is enough of a population demand in Teton County for such a unique policing structure. Salt Lake County has an estimated 2017 population of 1,135,649. The populations of member cities range from 30,709 (Holladay) to 60,192 (Millcreek). Current data on smaller townships and unincorporated areas were unavailable, although 2010 Census estimates ranged from 825 (Copperton Metro Township) to 35,731 (Kearns Metro Township). Conversely, the total population of Teton County in 2017 is estimated at 11,381.

Additionally, in May 2018 one member of the Salt Lake UPD decided to leave the arrangement. Voting unanimously, the City Council of Herriman City (population 39,224) stated that they were no longer receiving service commensurate with their contribution to the organization, paying for 18 officers but only having 13 posted within their community (McAdam, 2018). Consequently, they wished to leave the partnership and form their own city police department. In July, a second member, Riverton City (population 43,344), also announced their intent to withdraw from the UPD (Green & McKane, 2018).

**SOLUTIONS STAKEHOLDER MAP**

The following stakeholder map summarizes stakeholder responses regarding possible solutions, preferences among potential models and the public’s receptiveness to potential tax increases in order to fund a new policing structure. Once again, in order to preserve the relative anonymity of responses, stakeholders have been grouped by type: City of Driggs, Other Cities in Teton County (Victor & Tetonia), Teton County Officials (BOCC, Sheriff, Prosecutor & Public Defender) and Community Members (Teton School District 401, TREC, Teton Aviation, Huntsman Springs & Former County Prosecutor).
<table>
<thead>
<tr>
<th>Stakeholder Group</th>
<th>Possible Solutions</th>
<th>Model Preference</th>
<th>Local Receptiveness to Tax Increase to Fund New Structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Driggs</td>
<td>Looked at several models: city police force; unified regional model; hiring security guard; code enforcement officer</td>
<td>1st Unified regional model; 2nd partnership between Driggs and Victor; benefit to working together; municipal force</td>
<td>County as a whole unlikely; Driggs specifically possibly for a specific service with a specific price tag; depends on how much; would not start by saying goal is to increase service and willing to pay more for it</td>
</tr>
<tr>
<td>Other Cities in Teton County (Victor, Tetonia)</td>
<td>Sheriff &amp; Prosecutor jointly acquire resources to provide what cities want; code enforcement officer; working together; negotiations between Sheriff, BOCC, and Driggs; two underfunded police forces leaves citizens worse off</td>
<td>Duplicity of effort not good; maybe hire code enforcement officer</td>
<td>Not very receptive; expect some opposition</td>
</tr>
<tr>
<td>Teton County Officials (BOCC, Sheriff, Prosecutor, Public Defender)</td>
<td>Work together with resource constraints in mind; better communication; more cost effective to keep single department/renew TCSO contract; specific agreement on protocols, patrols, zoning and code issues; liaison between County/City or cities go it alone and start own force/hire own officer/security</td>
<td>Make current system work; like more cooperative models; single force under county most cost effective; does not make sense to have two police forces</td>
<td>Taxpayers would have to be convinced; generally no; public would be angry</td>
</tr>
<tr>
<td>Community Members (Teton School District 401, TREC, Teton Aviation, Huntsman Springs, Fmr. County Prosecutor)</td>
<td>City and Sheriff compromise to meet needs of both; use a third-party mediator; avoid duplication; hiring code enforcement/animal control officer</td>
<td>Existing model under county sheriff; works well with size of county; countywide force properly done; see appeal in unified model or some variation of county sheriff model</td>
<td>Little support anticipated; assume most would be opposed to it</td>
</tr>
</tbody>
</table>
CONCLUSION

This study analyzes the challenges facing the City of Driggs and Teton County related to law enforcement service delivery. The results of stakeholder interviews, budget estimates and analysis of alternatives provided in this report can be utilized by officials as they consider potential solutions to Driggs’ law enforcement needs.

Our analysis suggests misalignment of expectations poses a significant challenge for all parties. Competing needs of code enforcement and police services have taxed an already strained system, leaving stakeholders dissatisfied and needs unmet. Additionally, increasing political polarization has clouded an already complex issue and forestalled further cooperation.

Given this situation, we analyzed five alternatives for Driggs’ consideration of their law enforcement needs going forward: a no-contract status quo; a restoration of the county contract for additional services with more explicit expectations; the creation of a new code enforcement officer; the creation of a city police force; and establishing a unified regional police department with oversight shared between jurisdictions. Most of these options carry significant financial cost, one option (city police force) is nearly 15 times the cost of the previous contract. Given feedback obtained during stakeholder interviews, these higher priced options are likely cost prohibitive.

There are some crucial takeaways from our analysis. First and foremost, all parties could benefit from more explicit terms and expectations in contracts. Establishing the boundaries of those expectations and clearly delineating respective roles can help avoid situations where parties have conflicting views of whether terms were met and services delivered. Along similar lines, several ancillary issues like more detailed reporting procedures can help address concerns over accountability or institutional transparency. These issues could be best addressed through explicit contractual obligations, acknowledged and agreed to by all parties beforehand. Looking at similar agreements outside the region and learning from past experiences can help refine contract language and improve clarification.

A final takeaway is that many of the law enforcement alternatives are very costly. Several stakeholders indicated they would be cost prohibitive, but that is a determination best left to the policy-makers in Driggs and Teton County. The high cost of alternatives underscores that small communities with limited financial resources are more likely to benefit by working together and overcoming impediments to cooperation.
APPENDIX A:
EXCERPT FROM EAGLE-ADA COUNTY JPA

The Ada County Sheriff’s Office has long had a JPA with the City of Eagle to provide for an
Eagle Police Department. It is more explicit in describing the services provided, reporting
mechanisms, cost and the city’s responsibilities. Portions of the agreement are reproduced
here for reference.

AGREEMENT NO. 12439

JOINT POWERS AGREEMENT BETWEEN
THE ADA COUNTY SHERIFF’S OFFICE
AND THE CITY OF EAGLE
RELATING TO LAW ENFORCEMENT SERVICES

This Joint Powers Agreement ("Agreement") made and entered into this [day] day of
October, 2017, by and between Ada County, a duly formed and existing county
pursuant to the laws and Constitution of the State of Idaho, the Ada County Sheriff's Office
("ACSO") and the City of Eagle, Idaho, a municipal corporation of the State of Idaho ("City").

WITNESSETH

WHEREAS, a number of cities in Ada County contract with the ACSO for the provision
of law enforcement services within their city boundaries; and

WHEREAS, the ACSO supports the development and continuation of these contracts to
preserve the quality, depth and breadth of its law enforcement services; and

WHEREAS, the City desires to contract with the ACSO for the performance of the
hereinafter described law enforcement duties, services, and functions within its boundaries by the
ACSO.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein
contained, it is mutually agreed as follows:

1. Law Enforcement Services. The ACSO will make available to the City the law
enforcement services described in this Section 1 at the rates listed in Exhibit A, attached hereto
and incorporated herein by reference.

1.1. City Services. Services to the City shall consist of law enforcement and other
related services provided by personnel assigned primarily for the benefit of the geographic areas

JOINT POWERS AGREEMENT BETWEEN THE ADA COUNTY SHERIFF’S OFFICE AND
THE CITY OF EAGLE RELATING TO LAW ENFORCEMENT SERVICES – PAGE 1
within the boundaries of the City except as may be modified by Section 1.4, below. City services include:

a. Reactive patrol to enforce state law and City-adopted municipal, criminal, and traffic codes and to respond to residents’ and business’ calls for service.

b. Proactive patrol to prevent and deter criminal activity.

c. Traffic patrol to enforce applicable traffic codes.

d. Deputies and Detectives to investigate local crimes occurring within the city limits.

e. Community crime prevention.

f. Support services necessary to provide law enforcement services.

g. Communications services, including call receiving, dispatch, and reports.

h. Code enforcement of city code violations. The Code Enforcement office will also assist patrol with crash scenes and report writing.

1.2. Administrative Services. Administrative services include planning and statistics (including but not limited to criminal and city code enforcement), subpoena control, training, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, and inspections/internal investigations. ACSO shall provide administrative services in line with law enforcement authority.

1.3. Method of Service. The level, degree and type of services and the number of positions assigned to those services shall be determined by the City in consultation with the Ada County Sheriff or his/her designee.

a. Such positions shall be assigned to the City and shall be dedicated to work within the City limits, subject to responses to assist another jurisdiction or ACSO unit.
b. The number of such positions assigned to the City will remain constant. The City recognizes that the deputies assigned to the City may be unavailable at times due to training, vacation, sick leave, or other leave. Notwithstanding a deputy’s absence, calls for service and code enforcement in the City will be responded to by appropriate personnel at the discretion of the Police Services Supervisor. The transfer of personnel will be coordinated by the ACSO, in consultation with the City Chief Executive Officer or designee, to minimize the impact of potential vacancies.

c. Additional support services may be purchased by the City and assigned for the sole benefit of the City.

1.4. Compensation.

a. Total Cost. Total cost is reflected on Exhibit A.

b. Development of Service Costs. Service costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, quartermaster, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs.

c. Billing. In consideration for duties, services, and functions heretofore described in Section 1, the City shall pay to the ACSO the sum of $2,314,670.19 for the term of this Agreement. Said sum shall be paid in twelve (12) equal monthly installments of $192,889.18, due no later than the tenth day of each month. Payments shall commence October 10th.

d. Discretionary Overtime. The City may request special services for citywide events and agrees to pay for actual overtime, salary, special pay, and benefit
costs for these special events. Discretionary overtime, when requested by the City for such special events will be billable at the actual overtime rate of the deputy(s) working.

1.5. **Special Provisions.**

a. **Stabilization of Personnel.** The ACSO will coordinate transfers to minimize the time positions are vacant, as well as the impact of vacancies to the City.

b. **Computers.** The ACSO Information Technology Unit will be responsible for the repair and maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program.

c. **City Police Facility.** The City Police Facility shall be provided by ASCO and is included in the total payment set forth in Exhibit A attached to and incorporated in this Agreement.

1.6. **Reporting.**

a. **Reporting Districts.** Reporting districts coterminal with the City boundaries will be maintained to enable accurate data collection on law enforcement services provided and criminal activity.

b. **Notification of Criminal Activity.** The ACSO will notify the City in the event of a significant criminal occurrence within the City.

c. **Monthly Reports.** The ACSO will provide monthly reports to the City on traffic incidents, city code enforcement, and criminal activity in the City limits.

1.7. **Personnel and Equipment.** The ACSO is acting hereunder as an independent contractor so that:
a. **Control of Personnel.** Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the ACSO. Allegations of misconduct shall be investigated in accordance with ACSO protocol.

b. **Status of Employees.** All persons rendering service hereunder shall be for all purposes employees of the ACSO.

c. **Liabilities.** All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the ACSO hereunder shall be that of the ACSO.

d. **Provision of Personnel.** The ACSO shall furnish all personnel and such resources and material deemed by the ACSO as necessary to provide the level of law enforcement service herein described. Ownership of equipment purchased by the ACSO is retained by the ACSO.

e. **Municipal Violations.** ACSO personnel may cite violations of Eagle City Code.

1.8. **City Responsibilities.** In support of the ACSO providing the services described herein, the City promises the following.

a. **Municipal Police Authority.** The City promises to confer municipal police authority on such ACSO deputies as might be engaged hereunder in enforcing City ordinances within City boundaries, for the purposes of carrying out this Agreement.

b. **Special Supplies.** The City promises to supply, at its own cost and expense, any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.
1.9. **Duration.** This Agreement is effective upon authorization and signature by all parties, except that services and charges shall commence on October 1, 2017, and unless otherwise terminated, shall continue in effect until September 30, 2018. This Agreement may be renewed upon the mutual written consent of the parties.

1.10. **Termination Process.** Each party may initiate a process to terminate this Agreement as follows:

   a. **Notice of Termination.** In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving sixty (60) days written notice to other parties.

   b. **Transition Plan.** Within 60 days of the receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the ACSO to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the ACSO. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.

   c. **Termination and/or Interest Charge.** In the event the City fails to make a monthly payment within 60 days of billing, the ACSO may charge an interest rate within two percentage points of the interest rate on the monthly ACSO investment earnings. In addition, in the event the City fails to make a monthly payment within 120 days of billing, the ACSO may terminate this Agreement.

1.11. **Indemnification.**
a. City to Hold County Harmless. The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said City or any officers, agents or employees thereof, and the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the City, its officers, agents or employees.

b. County to Hold City Harmless. The County hereby covenants to hold and save the City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement.

c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the ACSO does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same and select legal counsel at its sole expense and, if judgment is entered or damages are awarded against the City, the ACSO, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney’s fees.

1.12. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the ACSO or City
during the term of this Agreement and three (3) years after termination unless such records are exempt from disclosure under Idaho Code §§ 74-101 et seq.

1.13. Amendments. This Agreement may be amended at any time by mutual written agreement of the City and the ACSO.


a. Agreement Administrators. The City Mayor or his/her designee and the ACSO Law Enforcement Chief for the City shall serve as agreement administrators to review performance and resolve operational problems.

b. Referral of Unresolved Problems. The City Mayor shall refer any police and/or city code enforcement service operational problem, which cannot be resolved with the Chief of Law Enforcement Services, to the Ada County Sheriff. The Sheriff and Mayor shall meet as necessary to resolve such issues.

1.15. Entire Agreement/Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

/// INTENTIONALLY LEFT BLANK ///
## FY18 Eagle City Contract Cost

### Consolidated Contract City Budget Summary

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<th>Personnel</th>
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<td>Equipment/Uniforms</td>
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### Personnel Costs

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<td><strong>Total</strong></td>
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REFERENCES


This report was prepared by Idaho Policy Institute at Boise State University and commissioned by The City of Driggs.

ipi.boisestate.edu

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