

INTERLOCAL AGREEMENT BETWEEN  
SNOHOMISH COUNTY AND THE CITY OF SULTAN  
RELATING TO LAW ENFORCEMENT SERVICES

This Interlocal Agreement Between Snohomish County And The City Of Sultan Relating To Law Enforcement Services (the "Agreement") is entered into by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Sultan, a municipal corporation of the State of Washington (the "City").

WHEREAS, the City's geographical boundaries lie entirely within the County; and

WHEREAS, the City possesses the power, legal authority, and responsibility to provide law enforcement services to the citizens within its boundaries; and

WHEREAS, the County, through the Snohomish County Sheriff's Office ("SCSO"), provides law enforcement services to the citizens of Snohomish County; and

WHEREAS, the County has the power and legal authority to extend those law enforcement services into the geographical area of the City; and

WHEREAS, the City desires that the County extend its law enforcement services into the geographical area of the City; and

WHEREAS, the City desires to enter into an agreement with the County whereby the County, through the SCSO, will extend its law enforcement services into the geographical boundaries of the City, and the City will compensate the County for the equitable share of extending such law enforcement services into the City; and

WHEREAS, the County agrees to extend such law enforcement services into the geographical boundaries of the City; and

WHEREAS, Chapter 39.34 RCW authorizes two or more public entities to contract with each other to perform functions that each may individually perform.

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1.0 BASE LEVEL SERVICES.

The County will provide the law enforcement services described in paragraphs 1.1 through 1.6 within the geographical boundaries of the City. Unless otherwise stated in this Agreement, the County will render such services at the same level, degree, and type as is customarily provided by the County in the unincorporated areas of Snohomish County surrounding the geographical boundaries of the City.

1.1 PATROL SERVICES. The County will provide at least one (1) deputy per shift to provide Patrol Services exclusively within the geographical boundaries of the City as the first response for the enforcement of state law as well as enforcement of municipal, criminal, and traffic codes adopted by the City. Patrol Services shall include reactive patrol to respond to calls for service from residences and businesses, proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce applicable traffic codes. The personnel providing services pursuant to this Agreement will provide Patrol Services during their scheduled work shifts.

1.2 INVESTIGATIVE SERVICES. The County will provide Investigative Services consisting of criminal investigations by detectives assigned to patrol precincts to investigate crimes, such as burglary and auto theft, and by detectives assigned to the Investigations Division to investigate crimes such as homicide, drug offenses, special assaults, fraud, and reports, such as missing persons, vice, child abuse, and major accidents. These detectives are supported by polygraph, evidence control, and the Automatic Fingerprint Identification System (“AFIS”).

1.3 SPECIAL SERVICES. The County will provide Special Services that may include K-9 patrol, hostage negotiations, Special Weapons and Response Team (“SWAT”), bomb disposal, sex offender registration, dive team, reserve deputy support, volunteer, and community crime prevention.

1.4 SUPPORT SERVICES. The County will provide law enforcement Support Services which include: planning and research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, records, internal investigations, contract administration, technical assistance in drafting, submitting, and administering grant applications and contracts, and precinct support.

1.5 RECORDS. The County will perform required data entry into the RMS and Justice system.

1.6 EVIDENCE. The County will process and maintain evidence and property collected as a result of investigations occurring within the City in the same manner used for SCSO investigations occurring in the unincorporated portions of the County.

## 2.0 ORGANIZATION.

The County will provide the services identified in Section 1.0 and extend its law enforcement services into the geographical boundaries of the City through the following organization:

2.1 PERSONNEL. After considering the advice and recommendations of the City, the County will designate a SCSO Lieutenant (the “Lieutenant”) to act as the Chief of Police and as a liaison between the County and the City. The Lieutenant will coordinate service delivery, attend Council and other public meetings as required by the City, prepare budget requests, schedule and supervise SCSO employees as required by this Agreement and by his/her regular duties, maintain integrity of records and evidence, and generally manage the law enforcement activities within the City. The City’s Mayor (the “Mayor”) shall maintain the authority to define law enforcement issues and

priorities of the City. The Lieutenant and all other personnel providing services under this Agreement will respond to the general law enforcement issues and priorities identified by the Mayor. The County has no interest in defining law enforcement issues and priorities of importance to the City to the extent that the City's directives hereunder are lawful.

In addition to the Lieutenant, the County will designate four (4) full-time dedicated SCSO fully commissioned deputies to patrol the City and to provide the services identified in Section 1.0 within the geographical boundaries of the City.

2.2 EAST PRECINCT. The City will provide office space to all SCSO employees providing services under this Agreement. The location and office space formerly referred to as the Sultan Police Department, will be referred to as the SCSO East Precinct. Additionally, SCSO personnel not providing services under this Agreement may also use said space. If, during the term of this Agreement, the County desires to relocate the East Precinct outside of the geographical boundaries of the City of Sultan, the County shall obtain the written approval of the City, which approval shall not be unreasonably withheld.

2.3 MARKING OF VEHICLES AND UNIFORMS. The vehicles and uniforms of the full-time deputies providing services under this Agreement may display identification of the City and/or region. The Snohomish County Sheriff will determine the form of the identification after consulting with the Mayor or their designee..

### 3.0 REPORTING.

3.1 REPORTING DISTRICTS. The County will maintain reporting districts that are coterminous with the City's boundaries to enable accurate data collection on criminal and traffic activity and on dispatched calls for service.

3.2 SIGNIFICANT OCCURRENCE. The Mayor will provide the Lieutenant with a list of events that are considered significant criminal occurrences. The Lieutenant will promptly notify the Mayor in the event of a significant criminal occurrence or other major event within the City. The Mayor and the Lieutenant shall jointly develop a plan for the SCSO in order to minimize future significant occurrences. The County shall implement said plan.

3.3 ACTIVITY REPORTS. The County, through the Lieutenant, will provide the City with monthly reports on criminal and traffic activity within the City limits and on law enforcement services provided and shall be available to address the City Council upon request of the Mayor. Services provided shall be grouped by major category of service as listed in Section 1.0 above.

3.4 MEDIA RELEASES. The SCSO Public Information Officer (the "PIO") will prepare news releases concerning major crime investigations conducted by the SCSO and will send a copy to the Lieutenant and the Mayor or the Mayor's designee for approval before its release. The Lieutenant or the Lieutenant and the SCSO PIO will prepare media releases concerning law enforcement activities performed by the deputies assigned to the City under this Agreement. Any such release of information

to the media that is deemed to be sensitive or likely to cause concern or alarm shall be prepared jointly by the Lieutenant and the PIO and provided to the Mayor or the Mayor's designee for approval before its release. All other routine media releases concerning law enforcement activities in Sultan will be forwarded to the Mayor or the Mayor's designee for review before release to the media, or if not possible, concurrent with the release to the media. Information concerning performance under this Agreement shall not be released to the media by either party without first discussing the issues involved with the other party.

#### 4.0 PERSONNEL AND EQUIPMENT.

4.1 **INDEPENDENT CONTRACTOR.** The County is acting hereunder as an independent contractor so that:

4.1.1 **SERVICE PROVIDED BY COUNTY EMPLOYEES.** All County employees rendering services hereunder shall be considered employees of the County for all purposes.

4.1.2 **CONTROL OF PERSONNEL.** With the exception of enforcement issues and priorities, the County shall control the conduct of personnel, including training, standards of performance, discipline, and all other aspects of performance under this Agreement.

4.1.3 **CITY RIGHT TO REQUEST REPLACEMENT OF PERSONNEL.** The City shall have the right to require the County to replace County personnel assigned to provide services under this Agreement provided such requirement is made for reasonable cause. "Reasonable cause" shall include, but not be limited to, the following: Documented inability to correct performance deficiencies without resorting to formal discipline; an abrasive style that generates multiple citizen complaints over an extended period of time; an inability or unwillingness to perform law enforcement duties required by the City that are not normally performed by Sheriff's deputies in unincorporated Snohomish County, except to the extent such duties required by the City are in conflict with law or SCSO policies and procedures.

4.1.4 **OPERATIONAL CONTROL BY LIEUTENANT.** Operational control of personnel, including but not limited to: establishing work shifts and schedules, assignments, training requirements, overtime, etc., shall be the responsibility of the Snohomish County Sheriff through the Lieutenant. Notwithstanding the terms and conditions contained in this Agreement, such operational control shall be consistent with provisions contained in the SCSO's Manual of Policy and Procedures. Policies and Procedures are implemented or modified at the sole discretion of SCSO and are consistent with all applicable laws. The Lieutenant shall advise the City at the earliest opportunity of changes to the policies and procedures manual which may affect service pursuant to this Agreement.

4.2 The minimum staffing under this Agreement shall be one (1) deputy on duty, twenty-four (24) hours per day, within the city limits of Sultan.

4.3 Equipment purchased by the County with funds provided by the City for the purpose of providing services under this Agreement or any predecessor agreement and any money contributed towards reserve accounts for future replacement, purchase, or upgrade of this equipment shall be disposed of pursuant to Section 9.4.

4.4 Equipment purchased by the County with funds provided by the City for the purpose of providing services under this Agreement shall be maintained in a manner, and replaced at a point in time, no later than is consistent with the customary maintenance and replacement schedule for like equipment provided by the County in policing unincorporated Snohomish County. The County shall provide the City with a list of Capital equipment covered by this section and shall update the list annually.

#### 5.0 PERFORMANCE REVIEW SCHEDULE.

The Snohomish County Sheriff or his/her designee shall meet with the City in March and September of each year, or sooner if required under section 15.0, to discuss performance under this Agreement. The Snohomish County Sheriff or his/her designee will provide summaries of activity and budget updates at these meetings. The City shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications. Notwithstanding the foregoing, the City may identify performance issues and request modifications, staffing changes and/or adjustments at any time.

#### 6.0 COMPENSATION-BASE LEVEL SERVICES.

6.1 CONTRACT AMOUNT. In consideration for the base level services provided by the County as set forth herein, the City promises to pay the County a quarterly sum equal to one-quarter of the yearly cost determined according to Exhibit A, which is attached hereto and incorporated herein by reference.

6.2 BILLING. The County will invoice the City monthly for services provided under the Agreement in the amount of 1/12 the annual cost. The payments are due within thirty (30) days after invoicing by the County. Payment shall be made to:

Snohomish County Sheriff's Office  
Fiscal Division  
3000 Rockefeller Avenue, M/S 606  
Everett, WA 98201

6.3 CREDIT FOR EAST PRECINCT. The County will provide an annual credit to the City for use of the office space described in Section 2.2. Exhibit A, which is attached hereto and incorporated herein by reference, establishes annual credit for use of the office space.

6.4 SPECIAL EVENTS. The City and County acknowledge that there may be special events and circumstances where the City would like additional staffing beyond what is allocated in this Agreement. These requests will be made to the County through the Lieutenant and will be billed separately to the City.

#### 7.0 CITY RESPONSIBILITIES.

In support of the County providing the services described in Section 1.0 above, the City promises:

7.1 To hereby confer municipal police authority on such County deputies as might be engaged in enforcing City ordinances within City boundaries, for the purposes of carrying out this Agreement.

7.2 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.

7.3 To maintain an agreement with Snohomish County and Snohomish County Emergency Radio System (SERS) for use of the 800 MHz Trunked Radio System.

7.4 To retain its Code Enforcement/Violations Bureau and to retain revenue from traffic infractions in the same manner as it did before law enforcement services were provided by the County.

7.5 To retain revenues for copies of reports and police services such as concealed pistol licenses issues on behalf of the City of Sultan.

7.6 To make the location and office space formerly referred to as the Sultan Police Department available, pursuant to Section 2.2.

## 8.0 DURATION.

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall govern law enforcement services provided beginning January 1, 2022, and continuing through midnight on December 31, 2023, unless earlier terminated or modified as provided in this Agreement. It is understood and agreed, however, that the obligations in this Agreement are contingent upon sufficient legislative appropriation made by each party in each year beyond 2022.

## 9.0 TERMINATION PROCESS.

Either party may initiate a process to terminate this Agreement as follows:

9.1 The party desiring to terminate this Agreement shall provide written notice to the other party.

9.2 Upon receipt of such notice, the parties agree to commence work on, and to complete within one hundred twenty (120) days from the date of such notice, a transition plan providing for an orderly transition of responsibilities from the County to the City over a minimum time frame of twelve (12) months; PROVIDED, that the minimum time frame to complete and implement a transition plan may be shortened as necessary if this Agreement is terminated due to lack of legislative appropriation by either party. The transition plan shall identify and address personnel, capital equipment, workload,

facility restoration to a functional standalone police department and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan.

9.3 Upon completion of a mutually agreed upon transition plan, or as necessary if this Agreement is terminated due to lack of legislative appropriation, either party may provide official written notice of its intent to terminate this Agreement consistent with the contents of the plan, or as necessary due to lack of legislative appropriation. The transfer of responsibilities from the County to the City shall take place on January 1 of the year immediately following the planning year specified in paragraph 9.2 above, unless a different year is specified in the transition plan or is necessary due to lack of legislative appropriation.

9.4 Upon termination of this Agreement, the County shall deliver to the City all equipment used to provide service to the City under this Agreement that was purchased (either directly or through reimbursement) with City funds. The County shall also deliver to the City any funds in the Equipment Rental and Revolving (ER&R) or other reserve accounts accumulated for future vehicle or equipment purchases on behalf of the City.

10.0 DISPUTE RESOLUTION.

10.1 In the event differences between the City and the County should arise over the terms and conditions of this Agreement, the Snohomish County Sheriff and the Mayor, or their representative designees, shall attempt to resolve any problems on an informal basis.

10.2 If the problem cannot be resolved informally, the matter shall be referred to the Snohomish County Dispute Resolution Center for mediation.

10.3 If mediation is not successful, either party may institute legal action to enforce the terms and conditions of this agreement. The prevailing party in any legal action shall be entitled to reasonable attorney's fees and court costs.

11.0 NOTICES.

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when delivered personally or when sent by certified or registered mail, and if to be given to the County shall be sent or delivered to:

Snohomish County Sheriff  
County Courthouse  
3000 Rockefeller, M/S 606  
Everett, WA 98201

And if to be given to the City shall be sent or delivered to:

City Administrator  
City of Sultan

PO Box 1199  
319 Main Street  
Sultan, WA 98294-1199

## 12.0 INDEMNIFICATION.

12.1 COUNTY RESPONSIBILITY. The County shall protect, save harmless, indemnify, and defend the City, its elected and appointed officials, officers, employees, and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or County employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the County in performance of this agreement, its elected or appointed officials, officers, employees, or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected or appointed officials, officers, employees, or agents.

12.2 CITY RESPONSIBILITY. The City shall protect, save harmless, indemnify, and defend the County, its elected and appointed officials, officers, employees, and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or the City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this agreement, its elected or appointed officials, officers, employees, or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees, or agents.

12.3 CITY ORDINANCES. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the existence or effect of City ordinances, rules, or regulations. In any cause, claim, suit, action, or administrative proceeding in which the enforceability and/or validity of any such City ordinance, rule, or regulation is at issue, the City shall defend on that issue at its sole expense, and if judgment is entered or damages are awarded against the City, the County, or both, on that issue, the City shall satisfy the same, including all chargeable costs and attorney's fees, attributable to the existence or effect of a City ordinance, rule, or regulation. In any such cause, claim, suit, or action, each party shall otherwise remain responsible for its own acts or omissions, as well as those of its elected and appointed officials, officers, employees, and agents, as provided in paragraphs 12.1 and 12.2 to this Agreement.

## 13.0 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 County or the City during the term of this Agreement and for a period of three (3) years after termination.

## 14.0 AMENDMENTS.

This Agreement may be amended at any time by mutual written agreement of the parties executed with the same formalities as are required to execute this agreement.



15.0 CONTRACT ADMINISTRATION.

The parties shall each appoint a Contract Administrator to review performance and other issues that are not related to day-to-day operations. Each party shall provide the other party with the name of its appointed Contract Administrator. The Contract Administrators will meet in March and September of each year as described in section 5.0. Either party may call additional meetings with ten (10) days' prior written notice to the other party. Any problem that cannot be resolved by the Contract Administrators shall be referred to the City Mayor and the County Sheriff for settlement.

16.0 NO THIRD PARTY BENEFICIARY.

The County and the City agree that this Agreement shall not confer third-party beneficiary status on any non-party, including the citizens of either the County or the City.

17.0 LEGAL REQUIREMENTS.

Both parties shall comply with all applicable federal, state, and local laws in performing this Agreement.

18.0 VENUE.

The laws of the State of Washington shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington

19.0 ENTIRE AGREEMENT, WAIVER OF DEFAULT.

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

20.0 SEVERABILITY

Should any clause, phrase, sentence, or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

In witness whereof, the parties have executed this Agreement.

“CITY”

CITY of SULTAN


DocuSigned by:  
  
763795AB0816456

Mayor Russell Wiita

DATE 9/24/2021

“COUNTY”

SNOHOMISH COUNTY

 Ken Klein  
2021.10.13 12:37:50 -07'00'

County Executive, Dave Somers

DATE \_\_\_\_\_

RECOMMENDED FOR APPROVAL

  
\_\_\_\_\_

Sheriff Adam Fortney

DATE 10-01-2021

APPROVED AS TO FORM

  
\_\_\_\_\_

Deputy Prosecuting Attorney

DATE 9/30/2021

REVIEWED BY RISK MANAGEMENT

\_\_\_\_\_

Risk Manager

DATE \_\_\_\_\_

APPROVED AS TO FORM

DocuSigned by:  
  
004F55184A7043A

Hillary J. Evans, City Attorney

DATE 9/27/2021

**COUNCIL USE ONLY**

Approved 10/13/2021

ECAF # 2021-0846

MOT/ORD Motion 21-381

Exhibit A

City of Sultan  
 Law Enforcement Services Contract  
 January 1, 2022 - December 31, 2023

Personnel	FTE Count	City Share	Per FTE Cost	2022	2023 +3%
Lieutenant Salary			\$143,400	\$71,700	\$73,851
Lieutenant Benefits			\$41,400	\$20,700	\$21,321
Lieutenant Overtime			\$2,973	\$1,486	\$1,531
<b>Lieutenant Total</b>	<b>1.0</b>	<b>50%</b>	<b>\$184,800</b>	<b>\$93,887</b>	<b>\$96,703</b>
Sergeant Salary			\$118,943	\$118,943	\$122,511
Sergeant Benefits			\$38,232	\$38,232	\$39,379
Sergeant Overtime			\$6,838	\$6,838	\$7,043
<b>Sergeant Total</b>	<b>4.0</b>	<b>25%</b>	<b>\$164,013</b>	<b>\$164,013</b>	<b>\$168,933</b>
MPD Sheriff Salary			\$102,822	\$102,822	\$105,907
MPD Sheriff Benefits			\$36,145	\$36,145	\$37,229
MPD Sheriff Overtime			\$8,346	\$8,346	\$8,596
<b>MPD Total</b>	<b>4.0</b>	<b>25%</b>	<b>\$147,313</b>	<b>\$147,313</b>	<b>\$151,732</b>
Deputy Sheriff Salary			\$99,298	\$297,894	\$306,831
Deputy Sheriff Benefits			\$35,688	\$107,064	\$110,276
Deputy Sheriff Overtime			\$8,088	\$24,264	\$24,991
<b>Deputy Total</b>	<b>12.0</b>	<b>25%</b>	<b>\$143,074</b>	<b>\$429,222</b>	<b>\$442,099</b>
Detective Salary			\$99,298	\$24,824	\$25,569
Detective Benefits			\$35,688	\$8,922	\$9,190
Detective Overtime			\$8,088	\$2,022	\$2,083
<b>Detective Total</b>	<b>1.0</b>	<b>25%</b>	<b>\$143,074</b>	<b>\$35,768</b>	<b>\$36,842</b>
LES			\$56,542	\$28,271	\$29,119
LES Benefits			\$29,216	\$14,608	\$15,046
LES Overtime			\$3,443	\$1,721	\$1,773
<b>LES Total</b>	<b>1.0</b>	<b>50%</b>	<b>\$89,200</b>	<b>\$44,600</b>	<b>\$45,938</b>
<b>Personnel Subtotal</b>	<b>23.0</b>	<b>6.25</b>		<b>\$914,803</b>	<b>\$942,247</b>

Annual Operating Costs	Count		Unit Cost	2022	2023 +3%
Lieutenant Vehicle Operating Cost	1.00	50%	\$7,122	\$3,561	\$3,668
Sergeant Vehicle Operating Cost	4.00	25%	\$14,700	\$14,700	\$15,141
MPD Vehicle Operating Cost	4.00	25%	\$14,700	\$14,700	\$15,141
Deputy Vehicle Operating Cost	12.00	25%	\$14,700	\$44,099	\$45,422
Detective Vehicle Operating Cost	1.00	25%	\$7,122	\$1,780	\$1,834
Cellular Phone Service*	5.75		\$1,020	\$5,865	\$6,041
Contract Administration Services	6.25		\$1,114	\$6,964	\$7,173
Phones/PCs/Information Services	6.25		\$7,433	\$46,455	\$47,848
Evidence Facility Services*	5.75		\$1,806	\$10,384	\$10,696
Records Management Services*	5.75		\$2,002	\$11,510	\$11,855
Training Unit / Range*	5.75		\$1,629	\$9,366	\$9,647
Outside training	6.25		\$530	\$3,313	\$3,412
Operational Supplies	6.25		\$920	\$5,750	\$5,923
Copier Maintenance			\$4,060	\$4,060	\$4,182
Facilities Maintenance			\$15,722	\$15,722	\$16,194
Indirect/Direct**	6.25		\$12,800	\$80,000	\$82,400
I-940 Training*			\$3,539	\$3,539	\$3,645
<b>Annual Operating Cost Subtotal</b>				<b>\$281,766</b>	<b>\$290,219</b>

Annual Credits***					
Credit for Police Facility				-\$33,350	-\$34,010
<b>Grand Total by Year</b>				<b>\$1,163,219</b>	<b>\$1,198,456</b>
<b>Total Contract</b>				<b>\$2,361,675</b>	

Notes:  
 2023: All personnel and operating costs reflect a 3% annual increase for CPI/COLA  
 \*Assessed only for commissioned personnel  
 \*\*Indirect/Direct costs (SCC 10.60.040) includes County Premium, Workers Compensation, Unemployment Compensation and County Training Costs  
 Based on 3 year average (2020-2022) w/2022 being an estimate until Sno Co County Council adopts budget.  
 \*\*\*Credit for Police Facility is based on \$13.64 sq. ft for 2022 and \$13.91 sq. ft. for 2023