

DAVIS COUNTY COMMISSION AMENDED WORK SESSION MINUTES

January 12, 2018, 1:30 pm
61 S. Main Street, Suite 306, Farmington, Utah 84025

WORK SESSION

Present:

Commissioner James E. Smith	Chief Deputy Kevin Fielding, DCSO
Commissioner P. Bret Millburn	Under-Sheriff Brent Peters, DCSO
Commissioner Randy B. Elliott	Keith Major, Business Manager, DCSO
Curtis Koch, DC Clerk/Auditor	Sheriff Todd Richardson
Heidi Voordeckers, CD, DC Clerk/Auditor	Janet Hanson, DC Commission Office
Neal Geddes, DC Attorney's Office	
Mike Kendall, DC Attorney's Office	

Agenda as posted:

PUBLIC NOTICE is hereby given that the Board of Davis County Commissioners, Farmington, Utah, will hold a Work Session at the Davis County Administration Building, 61 South Main Street, Room 306, Farmington, Utah, commencing at **1:30 PM on Friday, January 12, 2018.**

AGENDA:

- Discuss status and develop strategy for interlocal agreements for law enforcement services with Fruit Heights City, South Weber City and West Point City
- Discussion of Davis County Code 2.56.030

Commissioner Smith conducted the meeting.

1. *Discuss status and develop strategy for interlocal agreements for law enforcement services with Fruit Heights City, South Weber City and West Point City*

Regarding contracted law enforcement contracts with the three cities, there had been a 5 year quote that turned into a 1 year contract while waiting for changes that may or not happen.

Keith indicated that we are not currently under contract with South Weber and Fruit Heights City. By law we have to provide some services. The cities are willing to pay, but the disagreement is the 5-year vs the 1-year contracts. West Point has a 5-year contract with annual planned increases. The other two cities had a 1-year contract that has since expired. They want a 5-year contract. They are receiving the same services as when they were under contract. They have been invoiced by the Clerk/Auditor according to their prior contracts. The cities want to lock-in the costs.

From a legal perspective, Mike indicated that Utah Code 17-22 states: "The Sheriff shall, for the Sheriff that enters into an interlocal agreement for law enforcement services, provide law enforcement services as provided in the interlocal agreement." Therefore, if the Sheriff provides services above and beyond what his statutory duties are, or his authorization is under state statute, constitution, etc., the State Legislature says that you have to enter into an agreement and *spell out the details* of which work is to be

performed by both parties, and it be mutually beneficial. The Interlocal Cooperation Act indicates that in order for that to be lawful, it needs to be signed by the county executive or by the legislative body, and it has to be reviewed and approved as to form in compliance with the law by the county attorney and adopted by resolution. Normally, for a police agency to function within a municipality, the police chief is appointed by the elected officials who have control over the budget and that individual is working at the request of that legislative/executive body. The cities can't, other than through a contract, tell the sheriff what they have to do because the sheriff is under a separate and distinct county body. The sheriff can have control along with the commissioners in connection with the funds, how funding works and if the sheriff has the resources, etc. That is why an interlocal agreement is so important. It dictates, not only the consideration, it should articulate what types of services are going to be provided, how often they are going to be provided and what is expected as to the number of deputies that may be required, etc. The interlocal agreement is supposed to be mutually beneficial.

The Sheriff indicated that the contract numbers with West Point need to be readdressed. The ultimate number agreed upon with the cities was \$205,000.00 with annual increases, for the same level of service for all 3 cities. The amount was determined by Commissioner Petroff, the Sheriff and West Point City. Due to West Point's population growth, services have increased. The intention for the 2 other cities was to have incremental increases over a 3-year period to reach the \$205,000.00.

Mike gave the following terms of the contracts:

- November 2016, the Commission approved an agreement with West Point City for services which began July 2016. The principle terms of the contract are that the amount required to start is \$70,000 - \$80,000/year and escalate by approximately 20% until in the last year (2021) when they are paying \$219,000.00. There is no specification as to the amount of hours and/or the number of officers to be provided. The agreement was approved despite significant discussions in this regard, i.e. hours, and the number of officers. These types of specificity, in Mike's opinion, are needed to meet the purposes of the statute and is why we would want to enter into an interlocal agreement.
- Previous agreements had specific hours allotted for types of services. The contractual distinction between the cities were: Fruit Heights = ave. of 8 hours/day; South Weber = ave. of 7 hour/day; and West Point had been receiving an ave. of 3.09 hours/day. West Point's population has the greatest population of the 3 cities.

From a financial point of view, Curtis asked if the spreadsheet that derived the \$205,000 or \$219,000 amount was available and if it could be provided as it would be helpful to gain an understanding of how the amounts were determined.

Curtis showed comparable data from the State Auditor's website of contracted cities for what they are paying for police services (below). He noted that they may not include 911 or paramedic services into the figures. The cost per citizen for the 3 Davis County cities are significantly lower than the 2 best comparison cities. Sheriff Richardson said the comparisons are for full-time services (24/7), therefore, not applicable. Curtis' concern is that West Point's current contract is full-time because there are no hours specified.

Davis County Law Enforcement Contracts With the Following Cities:*					
City	2016 Population	2015-2016	2016-2017	Cost/ Citizen 15-16	Cost/ Citizen 16-17
Fruit Heights	6,161	\$ 153,166.08	\$ 149,735.50	\$ 24.86	\$ 24.30
South Weber	7,196	\$ 132,572.04	\$ 133,172.04	\$ 18.42	\$ 18.51
West Point	10,548	\$ 74,743.24	\$ 81,538.08	\$ 7.09	\$ 7.73
Weber County Law Enforcement Contracts With the Following Cities:**					
City	2016 Population	2015-2016	2016-2017	Cost/ Citizen 15-16	Cost/ Citizen 16-17
Huntsville Town	632	\$ 52,834.00	\$ 49,686.00	\$ 83.60	\$ 78.62
Washington Terrace City	9,198	\$ 746,769.00	\$ 755,666.00	\$ 81.19	\$ 82.16
Uintah City	1,333	\$ 112,368.00	\$ 113,951.00	\$ 84.30	\$ 85.48
Farr West City	6,755	\$ 451,264.00	\$ 452,258.00	\$ 66.80	\$ 66.95
Plain City	6,493	\$ 413,199.00	\$ 460,526.00	\$ 63.64	\$ 70.93
Marriott-Slaterville City	1,751	\$ 248,749.00	\$ 242,720.00	\$ 142.06	\$ 138.62
West Haven City	12,329	\$ 840,656.00	\$ 853,032.00	\$ 68.19	\$ 69.19
Hooper City	8,466	\$ 457,767.00	\$ 442,224.00	\$ 54.07	\$ 52.24
Utah County Law Enforcement Contracts With the Following Cities:**					
City	2016 Population	2015-2016	2016-2017	Cost/ Citizen 15-16	Cost/ Citizen 16-17
Cedar Fort	389	\$ 19,445.00	\$ 4,629.31	\$ 49.99	\$ 11.90
Eagle Mountain	29,202	#####	#####	\$ 78.30	\$ 79.87
Elk Ridge	3,430	\$ 61,357.00	\$ 62,056.00	\$ 17.89	\$ 18.09
Fairfield	136	\$ 8,546.00	\$ 4,937.00	\$ 62.84	\$ 36.30
Goshen	949	\$ 19,125.00	\$ 14,078.00	\$ 20.15	\$ 14.83
Vineyard	3,953	\$ 49,553.00	\$ 119,128.00	\$ 12.54	\$ 30.14
Woodland Hills	1,527	\$ 60,663.00	\$ 53,229.00	\$ 39.73	\$ 34.86
Sources:					
* Davis County General Ledger and Contracts 2016-432, 2016-425, 2016-426					
** City annual financial statements listed on the Utah State Auditor website.					

Mike spoke saying, under contract law, to create a contract, there needs to be a meeting of the minds on what is termed the essential purposes of the contract, i.e. what consideration is being paid, term, type of services, quantity of the services. We, currently, do not have that.

Sheriff Richardson indicated that the standard billing rate is \$50/hour determined by the average salary, paid benefits of an officer, and overhead. Curtis noted that the 2016 contract amounts for Fruit Heights and South Weber went down even if one or two officers respond to a call:

Davis County Law Enforcement Contracts With the Following Cities:*						
City	15-16 Contracted Hours	16-17 Contracted Hours	2015-2016	2016-2017	Cost/Hour 15-16	Cost/Hour 16-17
Fruit Heights	2,920	4,380	\$ 153,166.08	\$ 149,735.50	\$ 52.45	\$ 34.19
South Weber	2,555	4,380	\$ 132,572.04	\$ 133,172.04	\$ 51.89	\$ 30.40
West Point	1,128	8,760	\$ 74,743.24	\$ 81,538.08	\$ 66.27	\$ 9.31
Sources:						
* Davis County General Ledger and Contracts 2016-432, 2016-425, 2016-426						

Mike said that, originally, the proposal was to bring West Point up to \$132,000.00, Fruit Heights down to \$132,000.00 and leave South Weber about the same. The County was unable to reach an agreement at that time with Fruit Heights and South Weber. One-year contracts with both cities were signed knowing that the negotiations would have to continue.

Keith referred to “Fall of 2016” (timeline below). Both Fruit Heights and South Weber refused to sign another agreement unless they were to get the same terms as West Point’s contract (5-year). Keith handed out the following negotiation timeline (below):

Timeline of Contract City Negotiation

May/June 2016

DCSO prepared contracts for 3 contract cities to replace the expiring 5 year contract with the 3 contract cities for 5 years and sent them to the Attorney’s Office for review. Attorney’s Office (Civil) consulted with the County Commissioners and Commission objected and wanted 1 year contracts. Contracts were modified by DCSO to 1 year extension.

The 3 contract cities were presented with 1 year contracts for their signature.

July 2016

Fruit Heights and South Weber 1 year contracts were signed by those cities and forwarded to DCSO.

West Point refused to sign and insisted on only a 5 year contract based on fees negotiated in the previous year.

July to Sep 2016

Discussions held with Sheriff Richardson, Commission Petroff and West Point City. A 5 year contract was agreed to by all and a 5 year contract was prepared again.

Oct 2016

West Point signed 5 year contract and forwarded to DCSO.

Oct/Nov 2016

All 3 contract cities signed by County Commission Chair.

Fall of 2016

Based on the city managers discussions there was concern that the cities were being treated unfairly and South Weber & Fruit Heights concerned about future, no notice price increases in services and that West Point received a 5 year contract and they did not. Updated 5 year contract pricing was negotiated by Fruit Heights and South Weber city managers/mayors, Sheriff Richardson and Commissioner Petroff.

Aug 9, 2017

Based on previous verbal agreement/negotiation by Sheriff Richardson and past Commissioner Petroff, 5 year contract renewals drafts were prepared and sent to the Attorneys Office (Civil) on Aug 9, 2017.

Aug 2017

Attorney’s Office consulted with the current Commission on the 5 year contracts presented and it was determined by the Commission they only wanted a 1 year contract extension.

The cities refused to sign a 1 year contract as they were concerned about price increases and wanted a firm structure for the future and are only willing to sign a 5 year agreement per telephone conversations with the city managers. Keith Major informed Mike by telephone of the cities issues. DCSO cannot compel either party to sign contracts negotiated and agreed to by the authorized negotiators from the previous year.

From Sep to Dec 2017

DCSO has brought this issue up with the Clerk/Auditors Office during our budget process and also during our last monthly budget meeting and have this issue on our standing list of issues to be resolved.

When Animal Control was under the Sheriff’s Office, Keith negotiated with the 15 cities, with Steve Rawlings agreeing to the numbers, and the city councils didn’t agree. They were told that this was the cost of services. If they didn’t want it they could opt out and create their own department. The city councils approached the commission and clerk/auditor and the costs were reduced for 3 cities and then the other cities cried foul. Keith indicated that contract negotiating isn’t just economical, it is also political.

Neal indicated that the contracts need to cover the County’s expenses to provide the services to be mutually beneficial. Otherwise, it is not fair to the other cities or their citizens who would be carrying the burden to provide law enforcement services for these three cities.

Sheriff Richardson indicated that the 2 cities want a 5-year contract so they will know what they will be paying over that time period in order to budget. They are concerned that it would increase significantly each year. West Point’s 5-year contract increased annually (20%) to reach the \$200,000.00.

Curtis asked how West Point's contract amount is justified when its increased population brings new revenue and a new RDA (County supported) will increase demands for services. They are receiving \$219,000.00 worth of services now (at \$25/hour for 24 hours of service basically).

Keith stated that in 2016, it was Commissioner Petroff and the Sheriff who negotiated the contract with the 3 cities using right or wrong numbers (\$). The cities feel there has been a bait and switch having negotiated in good faith. Fruit Heights was willing to contract, with the same end date as West Point, as long as they received the same figures.

Mike said that a current analysis (SO, C/A & Commission) of costs needs to be performed to present to the cities, noting that \$50 does not cover the costs of the Sheriff's Office providing the infrastructure, vehicles, insurance, overtime etc. If working off of shift, there are associated costs. If a city is paying for their own police force, they have their edifice they have to pay for. It is important to have specific details set forth in the agreement because: 1) under the law, services are not to be provided without the agreement, beyond what is statutory. The agreement is about the details, i.e. hours, # of deputies and the specific types of services. Proactive type work vs reactive (response to 911 calls).

Keith agrees with Mike, but gave an example of providing UA and the controversy the cities had with the fees. Neal indicated that there is a difference in charging for UA's vs going out and providing proactive law enforcement services and asking the rest of the county, as a whole, to subsidize that.

Sheriff Richardson said there have been some court rulings (Kane County last one), dealing with more cities in the south than here in the north, where a city can refuse to pay for law enforcement services. His department is very busy right now providing proactive services in cities. At this time, they are not in Fruit Heights being proactive. There is no time allotment specified in West Point's contract.

Neal Geddes recommends utilizing the termination clause with West Point. There are legal concerns, and the Sheriff's Office doesn't have provisions to work under.

The Sheriff was unsure how they would document how much time a deputy spends in each city. Mike suggested that the deputy's reports could generate a timeline. There are always changes in connection with entering into a contract. When entering into a contract you take responsibilities upon yourself that you generally aren't otherwise obligated to do. That is why the contract is so important. You indicated, if you want to have us come provide services to you, these are the terms in which we can do it. We know that the cost of one employee, to provide services, equipment and risk (per analysis) to provide a specified number of hours. It has to be determined if we (Sheriff's Office) have enough personnel to perform the type of services being requested. If we need additional personnel to provide these types of services, does the contract cover it, or do we provide it knowing that we are subsidizing three of these cities at the expense of other taxpayers (12 cities).

Commissioner Smith recognized that the cost is a "moving target". If the cities don't agree with the amount, they can create their own police department or contract with another city and figure out how much that will cost comparatively.

Chief Deputy Fielding brought up another issue that if the County is going to charge for all of its services, it is only equitable that we charge all of the cities for the services provided, i.e. investigative services, crime lab, and bomb tech. Mike said that if those are statutory requirements that are provided county-wide that are not unique, it would require an interlocal agreement. There are 2 distinct things;

1) obligation that the SO has to the cities because of statute, 2) what the contract cities are asking for is not the minimum statutory response, rather than them creating their own police force. Therefore, they want to have an interlocal agreement with the Sheriff's Office and dictate the specific things they want as a city. It must be a mutual benefit.

Assignments for next meeting:

Commissioner Smith asked that the following information be compiled or obtained for the upcoming meeting in 2 weeks:

- Keith to provide an updated analysis to determine if the \$50/hour is still legitimate. He noted that there has been salary adjustments, etc. Also to provide incremental costs.
- Curtis to GRAMA Weber County's contracts and how they bill for services (the numbers presented were per citizen). Curtis indicated that they have obtained Weber County study that was performed 5 years ago (Heidi provided her copy of the study to Keith Major). Chief Deputy Fielding noted that following Weber County's study, both Uinta and Washington Terrace folded their police departments and contracted with Weber County.
- Be mindful of financial decisions vs. political decisions. If we're going to make this change, let's make it now and make it fair.
- It was suggested to provide potential contracting cities a "menu" to pick and choose their services.

Curtis reiterated that the costs to the County must be recouped. He noted that West Point has provided a space/location for law enforcement services.

Commissioner Millburn inquired if the school Resource Officer was also contracted. Under Sheriff Peters indicated that half of the salaries of the Resource Officers are covered under a grant by the school district under separate contract. Some of the cities do not have schools in their boundaries.

Neal reiterated Mike's point, once we have an analysis and understand what our costs are, we can't let the discussions of putting it down into a contract turn political. It appears that in prior negotiations the cities have indicated WHAT they are willing to pay, not what they need (working backward). Commissioner Millburn indicated they contract for what they need and if we can't provide the service for what they are willing to pay, then they will need to get the service from another entity.

Keith Major inquired about UA (urinary analysis) costs. They are being paid for by individuals. We do not contract to do UAs for entities. Curtis pointed out that if the County chooses to subsidize UAs, then equally across the board, taxpayers are subsidizing them. Commissioner Smith gave a reminder of some judicial mandates from a couple of years ago that we are working from. Sheriff Richardson said that there are city courts that are mandating it. Keith indicated that there is a County ordinance for \$15-\$20 that they were told to ignore the \$20 and only charge \$15. Curtis said the ordinance needs to be corrected.

Mike Kendall said that there is a mechanism in place so that it shouldn't happen anymore. We're setting contracts that change over time and the County Attorney's Office has highly recommended that we don't do indefinite contracts for significant reasons, i.e. laws change, costs change.

Commissioner Smith said that if the uncontracted cities don't pay their invoice (Dec), we will need to push for a short term contract.

Mike asked who should be involved in the negotiation of the contracts. Commissioner Smith said it has to include all departments represented here in the meeting (Sheriff's Office, Clerk/Auditor, Attorney, and Commission).

Commissioner Millburn asked about the budgetary impacts of providing dispatch services. He has heard that Centerville is leaving our dispatch and moving over to Bountiful City's dispatch services. Under-Sheriff Peters confirmed the move. It will create a \$39,900.00 deficit to the overall number (\$500,000.00). He thought it was to offset what we usually have for a dispatch budget. We pay about \$1,200,000.00/year for dispatching services. We're looking at recouping costs. He's not sure who came up with the amount.

Commissioner Smith indicated that last year legislation passed that for any county that has more than 1 dispatch center, it requires a report to be submitted to UCA (Utah Communications Authority) on what we are doing. They make it sound like we need to remedy that situation. Dispatch was supposed to be part of "the study". The study may not happen due to push back. If it doesn't, we need to decide how we're going to consolidate 4 dispatch centers. Sheriff Richardson indicated that within a couple of years the legislature will mandate them to combine. Each dispatch center is required to submit a report.

Commissioner Smith wondered if the dispatch #'s should be included. Weber County's dispatch is different and is a special service district. He suggested that we could provide the cities a menu. He agreed with legal recommendations to renegotiate and follow-up under the termination clause. He wants to negotiate in good faith and not hold them for ransom and to involve them once we have determined our costs. Ultimately, it is trying to achieve a balance for the taxpayers.

Commissioner Smith directed Janet to set up a meeting 2 weeks from today (1/26/18).

Commissioner Millburn referred to South Davis Metro prior to them having their taxing authority. He noted that there is a political element that must be considered. Over the course of time, one city gets a bump according to a formula that they agreed to. At the end of the day you have to have a formula, everyone has to have an understanding of costs, the formula and how the numbers were derived and make a decision as to whether or not you're going to participate. Curtis indicated that Davis County could have opted out of South Davis Metro if the numbers made sense. It was our choice. Everybody has to do what is in their best interest. Commissioner Millburn agreed that we have to be fair and equitable across the board and take into consideration the potential for double taxation for the rest of the citizens.

2. ***Discussion of Davis County Code 2.56.030 – Authority to Approve and Execute Contracts***
(continues on next page)

Section 2.56.030 - Authority to Approve and Execute Contracts.

- A. No contract shall be made or entered into on behalf or in the name of or be binding upon the County unless the contract is in writing and has been approved by the County Commission and executed by the Chairman of the County Commission or his or her designee.
- B. The County Commission may by ordinance, policy, or motion delegate authority to the purchasing agent or other county officers or their deputies to negotiate a contract and may also delegate the purchasing agent or other county officers or their deputies to execute certain contracts.
- C. Any contract that is executed in violation of this chapter shall be void.
 - 1. If any public funds have been expended pursuant to that contract, the amount expended may be recovered in the name of the County in an appropriate legal action.
 - 2. Any contract executed in violation of this chapter and that is not ratified by the specific action of the County Commission may result in either or both:
 - a. The personal obligation and liability for the contract of the officer, deputy, or employee of the County who executed the contract;
 - b. Disciplinary action against the officer, deputy, or employee of the County who executed the contract.

(Ord. 04-2004, Add. 08/10/2004)

Neal said that it is in County Ordinance that any agreement entered into on behalf of the County has to be signed by the Commission unless they formally authorize another method through policy, ordinance, or resolution. It is similar on who has the authority to negotiate contracts. The Attorney's Office had been involved in the previous issue (contracted law enforcement services). To be clear, their office was involved, but the problems with the West Point contract are because it was decided to ignore their counsel and advice and change the agreement. We need to get everything straightened out, not just cost and expenses. But, who is the Commission going to authorize to negotiate this? Neal agreed that the Sheriff has to be involved and would hope that the County Attorney's office would be involved as well.

Keith Major took Neal's comment to mean naming a person or position, who the authorized negotiator or negotiators are. He indicated that they negotiate contracts all of the time.

Mike indicated that this isn't a Sheriff's Office issue, it is county wide. His office was aware of motions that are made in open and public meetings and recorded minutes of authority that is delegated to the purchasing agent or other county officers or deputies to execute certain contracts. He can name off certain department heads that have been given limited authority to certain types of contracts, i.e. animal adoptions, low dollar low risk (-\$2,000.00) at Legacy Events Center. What they didn't find were ordinances, policies or motions delegating authority to the purchasing agent or other county officers or their deputies to negotiate contracts. Currently, that is what the ordinance (code) requires. It is understood that in a county this size it is not plausible to have the commissioners do the negotiating. There is a provision of how it can be delegated. It could be on a case by case basis, or authority could be delegated solely to the purchasing agent. The Attorney's Office responsibility regarding contracts is to review them as to form and compliance to law. It is not their responsibility to determine whether the contract is in the best interest of the county. Neal indicated that they have worried that a contract that is signed off by them is considered a good contract. Mike has seen the most junior individual in the department negotiating contracts. The Commissioners need to determine if this is how they want business handled. Neal felt that they need to weigh the significance of the contract financially and from a risk perspective, i.e. law enforcement services vs summer reading programs.

Curtis agreed that this code needs to be addressed.

Commissioner Smith referred to Section B. He acknowledged that during his tenure the commission has not given any authority to certain individuals to negotiate contracts for the county. He has assumed that our systems are in place. He has been corrected.

Neal has been put in awkward situations when reviewing negotiated contracts and questioned them. It put our attorney's in a bad spot. Mike has also had that experience.

Curtis indicated that when his office signs off on a contract, it is for finance indicating that there is money in the budget. They are not reviewing the contract.

Mike believes they have ethical obligations. Their client is the County. As an attorney, he believes they should be doing what is in the best interest of the County. When reviewing the contract, they are relying on the AO's who signed the cover sheet, and the county commissioners who are evaluating the contract to be the experts, which is how the law reads. The other thing to consider with respect to the ordinance of negotiations is the specific language that it utilizes (for a reason). "The purchasing agent", which is defined in other provisions of our code as the Clerk/Auditor or his designee. There is an argument that that applies to elected officers and *their deputies*, not employees. Going forward we need to determine, even if authority is delegated, how far is it delegated and who is it delegated to? He wondered when this was initially put in place if they were they limiting that for a particular reason, and did they think it was in the best interest of the county.

Commissioner Smith confirmed with Mike and Curtis that the purchasing agent is the Clerk/Auditor. Mike said they were designated because you created a purchasing agent and whatever authority you've given to the purchasing agent by ordinance, policy or motion is what is there. Commissioner Smith noted that the code says they can delegate to the purchasing agent the authority to negotiate a contract. Neal added, "Or, other officers or their deputies".

It was asked if someone other than the purchasing agent or their deputy is doing the negotiations, would it be binding. It is not binding until the Commission signs off on it. Mike read from the code: "C. Any contract that is executed in violation of this chapter shall be void." The practical perspective of it is that we are only legally bound by what the valid contracts say. But, the position that the county has taken many times is that if someone says something, we have to follow-up with that particular articulation. Neal said that it puts everyone in a difficult position. We need to make sure that those that are negotiating understand and are confident in what they are doing.

Curtis said that this is part of the process of the county growing up. Just because we operated this way in past decades it doesn't need to continue. These are growing pains.

Commissioner Smith recognized that we are out of compliance in some ways. In the near future, he would like to receive a recommendation of how we can get back into compliance and develop, perhaps with some new folks in Curtis' office, a new/updated policy. At that time we can make the system more robust in terms of negotiation. He likes the idea of not having every contract negotiated by the purchasing agent's department, but rather have a designated person in the various departments involved in the negotiation. There is a large variation of value in contracts. Curtis indicated that this was approached at one point when the county had a Director of Procurement and Contracts (his previous position). There could be restructuring and organizing where we have someone with professional negotiating experience to address a certain dollar level of contract. He believed there could be some valid discussion in this regard.

Commissioner Millburn wondered what the thought process was and how and when were these various ordinances put into play. Like any organization, these need to be reviewed and updated to be in compliance with current statute and best practices.

Commissioner Smith suggested having the same agenda for the meeting in 2 weeks. He would like recommendations to work at fixing the problems. Commissioner Millburn reiterated that this was a county-wide issue. Commissioner Smith also suggested updating/rewording this particular code. In its present form it excludes department heads.

Adjourned.