

**CLARKSTONCITY COUNCIL MINUTES**  
**Joint meeting**  
**December 2, 2013**

CALL TO ORDER: Mayor Warren, 6:00 P.M.

**COUNCIL:**

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| <input checked="" type="checkbox"/> Beadles | <input checked="" type="checkbox"/> Manchester |
| <input checked="" type="checkbox"/> Provost | <input checked="" type="checkbox"/> Blackmon   |
| <input checked="" type="checkbox"/> Nash    | <input type="checkbox"/> Smith, absent         |
| <input type="checkbox"/> Baumberger, absent |  |

**STAFF:**

- |  |  |
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| <input checked="" type="checkbox"/> Chief Cooper       | <input checked="" type="checkbox"/> Chief Hastings         |
| <input checked="" type="checkbox"/> Clerk Storey       | <input checked="" type="checkbox"/> City Attorney Richards |
| <input checked="" type="checkbox"/> City Attorney Grow |  |

**OTHERS PRESENT:**

City of Asotin – Vikki Bonfield, Jennifer Bly, Joe Appleton, , Jane Richards, Bill Derbonne, Greg Fry, Tiffany Rogers  
Asotin County Fire District – Noel Hardin, Ken Klug, Pat Loseth  
Asotin County - Jim Fuller, Brian Shinn, Jim Jeffords, Dan Halley, Jane Risley

**Dispatch Contract Discussion:**

Mayor Warren called the meeting to order at 6:00 p.m. Attendees introduced themselves.

Commissioner Shinn announced that this is the final item on the commissioners' agenda for their regular meeting today.

Shinn made an opening statement for the county. He said the agenda asks if two separate contracts would be considered and also asks to discuss an amendment to the current contract. Shinn said the county believes it is in the best interests of the citizens to work together. The current contracts are set to expire on June 30, 2014. He said the current commission was not in office when this agreement was put into place. He mentioned that several officials of the City of Clarkston were in office when the agreement was adopted and it seems there should have been questions at that time. The contract provides a process for amendments and it is the commissioner's intent to follow the contract. But, since these talks include Asotin, who does not have a contract, the commissioners respectfully decline to negotiate an amendment. They prefer to begin negotiations for the succeeding contract. Shinn said a trial balance has been provided that explains the costs involved. He asked that the documents be reviewed and specific issues be identified. Shinn said that auxiliary costs need to be identified and agreed upon before a new agreement can be negotiated.

Richardson clarified that the county is not willing to negotiate. Shinn said that is based on the terms in the contract. Richardson said the contract says the city should be paying a pro rata share of the cost of Whitcom plus a little for extra expenses. Richardson said the City's share of Whitcom (48%) is about \$81,000. Based on that, the city has been overcharged about \$127,000 every year. Warrant services do not appear to cost that much. Richardson said the city has asked several times to negotiate and the county is refusing. He said he would be interested to see the trial balance that Shinn mentioned. Jeffords said the City should have them.

Commissioner Jeffords said he spent a lot of time meeting with Richardson, Risley, and Mayor Warren. He said they tried to answer questions and provided data. Jeffords said he thought there was a mutual understanding of the numbers. He believes the county has made a good faith effort to provide the answers that were requested. Jeffords said both the current contract and the previous one were signed by the City, so he doesn't understand why there is suddenly so much heartburn.

Richardson said the city doesn't believe the figures justify the charges the city is paying. He said there were representations made when the city signed the current contract, but doesn't believe they were accurate.

Shinn said it seems we are back to the beginning. He said the question seems to be what is included in the cost of services. Richardson said the contract includes warrant related services. There is no way that can be

as much as the city is paying. Shinn read the annual fees from the contract and reiterated that the city signed this agreement. Richardson said there were misrepresentations made at the time the contract was presented. Shinn said he doesn't know what the commissioners said at the time.

Richardson referred to paragraph 2 of the contract which calls for the city to pay a pro rata share of the cost of services provided by Whitcom and arrest warrant related services.

Shinn said it seems it would be fair for each participant to pay their fair share.

Jeffords said the spreadsheet shows the revenue streams. It also lists the expenses. He suggested that Richardson did not understand the numbers provided. He said the city had to have known what was in the contract or why would they sign it. Richardson said the spreadsheet was never provided during contract negotiations. Richardson said the cost of Whitcom was set by contract. The city agreed to this contract because they had faith that the figures were accurate, but did not know what the Whitcom contract amount was.

Jane Richards said that the County paid zero to Whitcom in the first five years. Richards read from meeting minutes where Dan Halley explained where he got the figures for associated costs and said they were estimates.

Richardson said where we are hoping to go with this is that there are three entities who are willing to pay their fair share of the costs. The total cost must be determined and agreed upon before the entities can know what their share is.

Jane Risley said the commissioners have said they are not willing to split the contract nor to negotiate the existing contract that only has seven months left in it.

Richardson said there are other ways to resolve this conflict and we may have to go there. He asked how the county proposes to move forward. Shinn said the county wants to proceed also. It seems there is an impasse over what the associated costs are and who pays what. Shinn said in a prior conversation with Mayor Warren he said he thought that everyone was on the same page as a result of a series of earlier meetings regarding dispatch costs. He asked her if the city didn't understand the information. She said she understood, the city just didn't agree. Shinn said no one said that at the time.

Jim Grow asked how it can be a pro rata share of costs and there is a surplus of over \$300,000. Jeffords asked Dan Halley to explain where the balance came from. Halley said that fund balance was there when he came to work in 2002. It was a reserve intended to be kept for infrastructure or emergencies. Halley said in order to receive reimbursement from the state, the county had to spend the money first and then ask for reimbursement. He said the county spent money above county revenues and then were eligible for reimbursement. Halley said there is an operational contract that has a list of items the county is eligible for. The county deposited the reimbursements in the reserve fund.

Halley said he contacted the city's department heads before the contract was presented to inform them what Whitcom's increase was going to be. Halley said they agreed that was a good price. Halley said he presented it to the council and talked about the other costs, such as mapping, MSAG and infrastructure. Much of the information was estimated because that was all he had.

Chief Derbonne asked Halley since there was no fee to the county for Whitcom, why was the City of Clarkston charged \$127,000 during those five years. Halley said he doesn't have that information. Jane Richards said Halley was quoted in a newspaper article that the county did not pay anything to Whitcom during the first five years. Shinn asked if it is correct that the County's share was paid to Whitcom with state funds. Richards asked if Clarkston and Asotin are not part of the county. Shinn said they are, but that money was designated for the county, not the cities.

Jeffords asked Halley if there is another entity within the Whitcom service area that is paying something like Clarkston. Richards said Moscow has a contract and pays based on call volume.

Richardson suggested we go back to discussing the future. He said the agreement between the County and the fire district is the same except for the inclusion of warrant costs. He said the City will not be interested in an agreement that treats the City of Clarkston differently than the other entities in the agreement. Jeffords agreed that it should be fair. Shinn agreed that fairness and equity should be the basis. Fuller said everyone's costs should be based on the same data.

Richardson said one area of concern is that Clarkston should be paying only for services that benefit the city. He cited repeaters that do not serve the city as costs that should not be included in our expense. He agreed that estimating the potential costs of equipment repairs is difficult, but we should be able to agree on which ones impact each entity. Councilmember Provost said one thing that we seem to be missing is the change in state

funding a few years ago. He suggested that those changes were not taken into account in the second contract.

Jeffords said Whitcom provided call volumes several months ago. Richardson said he thinks the easiest way to calculate the share is to use call volume from the year preceding the beginning of the contract year. Jeffords said the county is willing to look at both parts of the cost of the contract, but those figures need to be negotiated. He said those numbers need to be settled. Jim Grow said there has never been a contract that includes those other costs.

Derbonne said Asotin wants to move forward and enter into a contract and pay their fair share. He would like to settle the Whitcom cost portion and figure out the rest of the costs separately. Shinn said he does not see how one portion can be settled without the other. He doesn't believe there is any incentive for the entities to work on the other costs if Whitcom is settled.

Richardson said he believes there is an agreement in principal that the Whitcom costs should be based on a pro rata share that is based on call volume. Shinn said he feels that is agreeable. Shinn said he doesn't think everyone will agree on the other costs and not everyone will get everything they want.

Richardson asked the councils how they want to proceed. Should each entity appoint a couple of people to negotiate? Provost said he thinks the Whitcom portion should be settled and then address the other costs.

Jeffords asked what the opposition is to negotiating the other costs first.

Greg Fry said all Asotin has asked for is that the costs be justified and explained. Mayor Bonfield commented that the grant for the microwave tower was obtained by city of Asotin, so maybe that tower belongs to Asotin. She agreed that the County has never provided the justification that was requested. She said Asotin wants to participate fairly, but they want it to be justified. Halley said Jane Richards reviewed all his records. Richards said the records are lacking then. Halley said he only oversees the 911 costs and maintains those records.

Shinn asked about using actual costs from 2013 for determining the share. Everyone can review and ask questions and then they can discuss what should be allowable. He agreed it is logical that not all costs apply to all entities. Richards said that is a place to begin the discussion. Risley said if the County has to pay all the other costs up front, it is not in the county's best interests.

Shinn suggested each entity decide how many participants they would want on a committee.

Richards asked if the items on the spreadsheet are the items that the county proposes be included. Risley said some of the costs may not be able to be substantiated, but she is not the finance person.

Richardson said the request to amend was made in August, which would have been for a year, not just seven months. He said he doesn't feel the county is acting in good faith and asked the county to reconsider the request. Shinn objected to Richardson's statement that the county is not acting in good faith. He said it is within their purview to refuse to negotiate an amendment based on the terms of the contract.

Noel Hardin asked when the county will begin negotiations with Whitcom for the next contract. Halley said he has raised that issue with the Whitcom board. He expects it to begin any time. Richards said there should be an Interlocal agreement before the county can negotiate for the other entities. She said the county cannot obligate the other entities to a contract with Whitcom without an Interlocal agreement. Jeffords asked how the first two agreements happened without Clarkston being involved. Shinn said the county is obligated to provide 911 services. Derbonne said Asotin has been exploring other options. Shinn said they should be aware of what else is available, but he doesn't believe it is in the best interests of the citizens.

Mayor Warren said it would be good to have an idea of how large the group should be. Shinn suggested the next meeting should be the second week of January.

Meeting adjourned at 7:28.

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Vickie Storey, City Clerk

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Kathleen A. Warren, Mayor