Easton, Pennsylvania  January 22, 2015

A regular meeting of the Northampton County Council was held on the above date with the following present: Margaret L. Ferraro, President; Glenn A. Geissinger, Vice-President; Mathew M. Benol; Kenneth M. Kraft; Lamont G. McClure, Jr.; Scott Parsons; Hayden Phillips; Seth Vaughn; Robert F. Werner; Linda M. Zembo, Acting Clerk to Council, and Philip D. Lauer, Solicitor to Council.

Prayer

Bishop Jason Christensen - The Church of Jesus Christ of Latter-day Saints, Nazareth PA led County Council in prayer to open the meeting.

Pledge of Allegiance

Mr. Werner led County Council in the pledge of allegiance.

Approval of the Minutes

Mr. McClure made the following motion:

Be It Moved By the Northampton County Council that the minutes of the January 8, 2015 meeting shall be approved.

Mr. Parsons seconded the motion.

The minutes were approved by voice acclamation.

Courtesy of the Floor

Stephen Barron, 2239 Lincoln Street, Bath, PA - stated an ordinance was being introduced tonight to reduce the amount of County Council contract approval from $100,000 to $25,000. He further stated at the Finance Committee meeting held yesterday, Mr. Phillips asked for some further research.

Mr. Barron advised he asked Mr. Glen Eckhart, Lehigh County Controller, if the $10,000 limit on contracts hampered the County in any way and he responded he did not see any issues with the limit being that low.
Mr. Barron stated he spoke to the Controller of Luzerne County, which was a relatively new Home Rule Charter County and whose rules and regulations were written largely by Mr. Kenneth Moore, Consultant to Luzerne County, and former Northampton County Director of Fiscal Affairs Victor Mazziotti, who was a Lehigh County Commissioner, and he indicated they had a $25,000 limit.

Mr. Barron advised in Erie County, which was a Home Rule County, a $25,000 limit triggered the Request for Proposal process, but any contract that was for more than one year, regardless of the amount of money, must be approved by County Council.

Mr. Barron stated Allegheny County was a modified Home Rule County, but too large to do a comparison. He further stated since Philadelphia was a City and County rolled into one and had a lot of different rules, he did not contact their Controllers. He added he did not contact any Counties that were not Home Rule because this was a uniquely Home Rule issue.

Mr. Barron advised Mr. Phillips was given a draft copy of his office’s Article XIII audit. He further advised Mrs. Ferraro and Mr. Geissinger were invited to attend a meeting tomorrow at 10:30 a.m. in the Controller’s Conference Room to discuss the audit, but he would now like to invite all members of County Council.

Mr. Barron stated Mr. Anthony Sabino, who had been with his office for 25 years, was in charge of this audit and he was part of the original committee that put together Article XIII so he knew a lot of the history behind it.

In answer to Mr. Phillips’ question as to whether the Administration had received a copy of the report, Mr. Barron advised they were given a draft copy so they could respond. He further advised he planned to present the final report to the Finance Committee next month so County Council could determine if they wanted to rewrite it.

Mr. Barron stated he believed the ordinance being introduced tonight laid the foundation for determining what level County Council wanted to be involved in the process. He further stated he liked the $25,000 figure because it was similar to what other Counties had and it did not stop their government from working.
Confirmation of Appointments

Mrs. Ferraro advised the Personnel Committee met yesterday to review the County Executive's appointments to the Area Agency on Aging Advisory Council; General Purpose Authority; Lehigh Valley Workforce Investment Board; Mental Health, Early Intervention, and Developmental Programs Advisory Board; Lehigh Valley Planning Commission and the Retirement Board.

Mr. Kraft introduced the following resolution:

R. 4-2015   RESOLVED, by the Northampton County Council that the following individuals shall be confirmed in their appointments/re-appointments as indicated hereafter:

AREA AGENCY ON AGING
ADVISORY COUNCIL

Appointments:   Terms to Expire: 7/1/16
Frances E. Greene
32 Edinburgh Drive
Easton PA 18045

Gilbert Greene
32 Edinburgh Drive
Easton PA 18045

Vivian Gualberti
2335 Second Street
Easton PA 18042

Lachlan P. Peeke
2380 Peeke Lane
Hellertown PA 18055

GENERAL PURPOSE AUTHORITY

Appointment:   Term to Expire: 12/31/19
Neal D. Koplin
3777 Penn State Court
Bethlehem PA 18020
LEHIGH VALLEY WORKFORCE INVESTMENT BOARD

Appointment:
Youth Workforce Development Council - Youth Services Agency
Brooke M. Cho
164 Jeffrey Lane
Northampton PA 18067

Term to Expire: N/A

MENTAL HEALTH, EARLY INTERVENTION & DEVELOPMENTAL PROGRAMS ADVISORY BOARD

Appointments:
Sonia N. Thorman
414 Porter Street, Apt. 2
Easton PA 18042

Greg Linder
1990 Velvet Trail
Hellertown PA 18055

Terms to Expire: 1/23/18

LEHIGH VALLEY PLANNING COMMISSION

Re-appointments:
Citizens
Gordon M. Campbell
919 Blair Road
Bethlehem PA 18017-3045

Liesel Dresbach
25 Tumble Creek Road
Easton PA 18042

Charles W. Elliott, Esquire
604 Cattell Street
Easton PA 18042

George F. Gemmell
1410 Princeton Drive
Bethlehem PA 18017

Terms to Expire: 12/31/18
Re-appointments:  

**Elected Officials**

John N. Diacogiannis  
Hanover Township Supervisor  
1360 Bonnie Avenue  
Bethlehem PA 18017-1012

Thomas J. Nolan  
Bethlehem Township Commissioner  
3910 Kipton Court  
Bethlehem PA 18020

Pamela J. Pearson  
Tatamy Borough Council  
105 Fern Court  
Easton PA 18045

Michael D. Reph  
Bath Borough Council  
249 East Main Street  
Bath PA 18014

**RETIREMENT BOARD**

Appointments:  

**Employee Representative**

Cindy A. Smith  
DHS Administration  
Financial & Information  
Systems Manager  
870 Engler Road  
Nazareth PA 18064

**Retired Employee Representative**

John Stoffa  
3519 Kreidersville Road  
Northampton PA 18067

**County Council Representative**

Hayden Phillips  
4634 Locust Lane  
Nazareth PA 18064

Terms to Expire:  

- Re-appointments: 12/31/15
- RETIREMENT BOARD: 12/31/16
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Re-appointments:
County Executive Representative
James W. Hunter, Jr.
Director of Fiscal Affairs
1062 Constitution Avenue
Pen Argyl PA 18072

County Council Representative
Margaret Ferraro
County Council President
339 Schoeneck Avenue
Nazareth PA 18064

Terms to Expire: 12/31/16

As there were no questions or comments, Mrs. Ferraro called for the vote.

The vote: Geissinger, "yes"; Kraft, "yes"; McClure, "yes"; Parsons, "yes"; Phillips, "yes"; Vaughn, "yes"; Werner, "yes"; Benol, "yes" and Ferraro, "yes".

The resolution was adopted by a vote of 9-0.

County Executive's Report

As Mr. John A. Brown, County Executive, was not present, no report was given.

Introduction Of An Ordinance Providing for An Amendment to Administrative Code Article XIII Procurement and Disposition of County Property, Section 13.16 Contracts and Agreements c.(1)

Mrs. Ferraro stated at the request of Mr. Phillips, an ordinance was prepared reducing the threshold for County Council approval of certain contracts as set forth in Administrative Code Section 13.16 c. (1) from $100,000 to $25,000. She further stated the public hearing, debate, and possible vote was scheduled for the February 5, 2015 meeting.

Messrs. Phillips and Parsons introduced the following ordinance:
AN ORDINANCE AMENDING THE NORTHAMPTON COUNTY ADMINISTRATIVE CODE, ARTICLE XIII PROCUREMENT AND DISPOSITION OF COUNTY PROPERTY, SECTION 13.16 CONTRACTS AND AGREEMENTS C. (1)

WHEREAS, Section 602 Ordinances (a) (1) of the Home Rule Charter empowers Northampton County Council to adopt Ordinances for the purpose of amending the Administrative Code.

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED by the Northampton County Council that Northampton County Administrative Code, Article XIII Procurement and Disposition of County Property, Section 13.16 C. (1) Contracts and Agreements shall be amended as indicated hereafter (sections marked with strikeout are being deleted and sections that are marked with bold and underline have been added):

ARTICLE XIII

PROCUREMENT AND DISPOSITION OF COUNTY PROPERTY

13.16 Contracts and Agreements

Section 13.16 Contracts and Agreements

a. Written contracts are required for all purchases of goods and services exceeding $25,000. All contracts and agreements shall be prepared and executed as directed by the County Executive by way of the Executive Order. All contract formats shall be approved by the County Solicitor prior to use.

b. All executed contracts and agreements shall be filed in the Procurement Division within fourteen (14) days after execution, and shall immediately be available for inspection by any member of County Council.
c. At least twenty (20) days before the County Executive obligates the County to the proposed terms of any prospective contract, the County Executive shall provide written notification of the proposed terms of the prospective contract to County Council if the contract consideration exceeds $100,000, regardless of whether the contract term spans more than one fiscal year or exceeds twelve months. Such written notice shall specify the procedure used to choose the individual or entity providing the services, including a copy of the Invitations to Bid/Request for Proposals, if applicable; the name of the successful bidder; the nature of the project and the scope of work; the projected total monetary amount of the contract; the hourly or other unit costs charged under the contract; a statement of the need for such services, and a disclosure of prior relationships between the vendor and the County or County Personnel. In addition, prior to making the award, approval of County Council is required in the following instances:

(1) Any contract exceeding $100,000 $25,000.00 which was awarded using the Competitive Negotiation, Negotiation After Competitive Sealed Bidding, and Non-Competitive Negotiation source selection methods. For contracts with renewal clauses,
the entire potential payout if all renewal clauses are exercised under the terms of the contract must be considered when determining if Council approval is necessary.

(2) Any contract where costs are to be funded with monies outside of the County's General Fund, such as those funded through bonded indebtedness.

d. No contracts shall be entered into by the County Executive, or any other independently elected official, without:

(1) giving written notification to the Office of the County Council, as provided in Section 13.16 c; and

(2) receiving the approval of the agreement by County Council resolution, if the contract involves the retention of professionals pursuant to the authority of the Council under Section 202 of the Home Rule Charter to incur indebtedness, levy taxes, assessments, and service charges; adopt and amend an Administrative Code; adopt a Personnel Code; establish salaries and wage levels; and acquire property.

e. No work shall be authorized to begin nor payment made under a contract prior to the completion of the written notice process, set forth in Administrative Code Section 13.16 c, until sufficient appropriate funds have been encumbered, and where required, the approval process completed, unless exigent reasons
or an emergency situation requires the immediate execution of a proposed contract, but the term of such contract shall not exceed thirty (30) days. Such reasons shall be documented and filed with the Council within 24 hours of the execution of the proposed contract.

f. Every professional service contract shall specifically state that a copy of any final report or study delivered pursuant to a contract shall be provided directly by the vendor to the County Council; and the vendor shall agree to present the final report or study should the County Council so desire. Exempt from the aforementioned requirements are:

(1) Contracts that involve the investigation of a crime and the apprehension or prosecution of persons suspected of, or charged with, the commission of a crime if the District Attorney determines that the information might prove to be prejudicial or detrimental to such action.

(2) Contracts involving services in the defense of persons suspected of, or charged with, the commission of a crime if the Public Defender determines that the information might prove prejudicial or detrimental to such action.

g. Required Conditions for All Contracts
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(1) Every contract shall specifically state that it is contingent upon the availability of appropriated funds from which payment can be made.

(2) Every contract shall contain an express written provision which clearly provides that in the event of non-appropriation of funds, at any time during the term of the contract, which would prevent the County from making payment under the terms and conditions of the contract, the County may terminate the contract, without the assessment of any termination charges or financial penalties against the County, by providing written notice of intent to terminate to the contracting party.

(3) The County of Northampton shall not make contractual arrangements with a vendor who is delinquent on any taxes due the County until the taxes are paid in full. Delinquent shall herein be defined as the point when the taxes owed become the responsibility of the Tax Claim Bureau to collect.

(4) Every contract shall state that if the vendor becomes delinquent on taxes owed the County during the term of the agreement, vendor shall be in breach of the agreement and the County shall withhold vendor payments in lieu of taxes until
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(5) The County Executive, or his designee, shall issue written notice to the Council within sixty (60) days of the end of the fiscal year if a vendor or lessee is found to be delinquent on any taxes due the County. As directed pursuant to contract language authorized by this Section, the County shall withhold payments until the taxes are paid in full.

(6) The County of Northampton shall not make contractual arrangements with a vendor who is also a lessee of the County until the rent due the County is paid in full as provided for in the terms of the lease agreement.

(7) No renewal of any existing contract, upon the expiration or termination of the original term, shall be entered into if such renewal fails to conform to provisions of the Administrative Code herein set forth.

(8) The provisions of Administrative Code Sections 13.07 through 13.13 and 13.16 shall not be evaded by entry into piece-meal contracts, which should in the exercise of reasonable discretion and prudence be conducted as one transaction, that exceed the dollar amount or term of contract set forth in Administrative Code Sections 13.07 and 13.16.
(9) All County construction projects over $25,000 shall be awarded by competitive bid to the lowest responsible bidder unless rejected in accordance with other provisions of Article XIII of the Northampton County Administrative Code.

(10) If the County Executive, or his agent, on behalf of the County of Northampton bids a construction project with a Project Labor Agreement Requirement, then in that event, the County Executive, or his agent, shall simultaneously bid the same construction project without a Project Labor Agreement. No Project Labor Agreement shall be utilized in any County construction project unless approved by Northampton County Council prior to execution of the contract by Resolution.

(11) A Project Labor Agreement is hereby defined as a contract which requires that the project be awarded exclusively to:

(a) recognize unions as representatives of their employees on that job;

(b) exclusively use the union hiring hall to obtain workers;

(c) pay union wages and benefits; and

(d) obey the union restrictive work rules, job classifications, and arbitration procedure.
(12) Every contract shall specifically state that the vendor agrees not to hire County personnel who have or shall exercise discretion in the awarding, administration, or continuance of that vendor's contract. The prohibition shall be in force for up to and including one year following the termination of the employee from County service. A vendor's failure to abide by this shall constitute a breach of contract, and the agreement shall so state.

(13) Each contract must contain the following conditions:

(a) Undue Influence: The Provider agrees not to hire any County personnel who has exercised discretion in the awarding, administering or continuance of this contract for up to and including one year following the termination of the employee from County service. Failure to abide by this provision shall constitute a breach of this contract.

(b) Conflict of Interest: The Provider agrees to notify in writing the County as soon as the Provider learns that:

(1) A current employee of the County has commenced, or is intending to commence, employment with the Provider while continuing to maintain County employment, or
while continuing to maintain County employment. Any written notice required to be given under this section shall specify the County employee's (associate's) name, the nature of the County employee's (associate's) employment, or the subject of the County employee's (associate's) contract with the Provider and the date on which the County employee's (associate's) employment or contract with the Provider commenced.

(c) Breach of Contract:

(1) The Provider agrees that any breach of performance, of any covenant, representation, or warranty, indemnity, or condition, or attached appendices, shall constitute default of this contract.

(2) When a breach of contract has occurred, the County, in the exercise of its discretion, may allow the Provider a specific period of time to correct its breach of the contract. Such period of time shall not exceed thirty (30) days.

(3) If Provider does not correct its violation of the contract as specified, the County may terminate the contract in whole or in part if such partial termination is in the best interest of the County.
Northampton County Litigation

Mr. Parsons advised at the last meeting he asked Mr. Victor Scomillio, County Solicitor, about the County’s pending lawsuits and then four days later he saw in the newspaper the County was in Federal court, which Mr. Scomillio never mentioned.

Mr. Scomillio stated cases handled by the Solicitor’s Office were addressed, but the Pennsylvania Counties Risk Pool (PCoRP) handled outside litigation and there were a number of those cases pending.

Mr. Parsons advised he believed County Council should be apprised of those cases as well because over the years, County Council members found themselves learning about what was going on in the County by reading the newspapers.

Mr. Scomillio stated last year when he prepared the audit for the external auditors, all the PCoRP cases were referenced in it. He further stated if County Council wanted a list of active PCoRP cases, he would provide it to them.

Mr. Werner advised Section 11.03 of the Administrative Code pertained to outside legal counsel and indicated "the Solicitor, with the approval of the County Executive and County Council, may retain outside legal counsel where necessary." He further advised he did not believe County Council had been apprised of outside legal counsels.

Mr. Scomillio stated the only outside legal counsel he brought on was the Kennedy Law firm and it was brought before County Council.

In answer to Mr. Werner’s question as to the counsel for the Jill Mancini case, Mr. Scomillio advised that was handled by PCoRP.

Mr. McClure stated Mr. Parsons had asked Mr. Scomillio about pending litigation and he failed to mention the County was going to start a trial in Federal court where the County ultimately lost a judgment of $94,000 so he asked Mr. Scomillio if he thought it would have been appropriate to apprise County Council the trial was going to begin.
Mr. Comollio advised PCoRP cases frequently went into Federal court.

Mr. McClure asked Mr. Scomillo if he felt he was being perfectly candid to Mr. Parsons when he asked his question.

Mr. Scomillo stated if Mr. Parsons was interested in the Mancini case, he could have asked about it. He further stated PCoRP was handling a number of the County’s, noting most of them came from the Prison.

In response to Mr. McClure’s question as to how many cases were in trial last week, Mr. Scomillo replied the Mancini case was the only one.

Mr. Parsons commented this was a personnel case and maybe it was not appropriate to bring it out in public, but an Executive Session could have been held so County Council could have been apprised of it.

Mr. McClure advised it was going to trial so it could have been talked about although maybe not the details of the defense.

Mr. Parsons stated he felt if something was going to trial, County Council should be apprised of it instead of learning about it in the newspapers.

Mr. Scomillo advised he could ask PCoRP to provide a list of active cases and when they were scheduled for trial.

In answer to Mr. Werner’s question as to how many lawsuits the County had last year, Mr. Scomillo stated he believed there were ten initiated last year and there have already been a number of lawsuits filed the beginning of this year.

In response to Mr. Werner’s question as to whether those ten cases were handled by PCoRP, Mr. Scomillo replied they were and all the information was provided to the external auditors in his report.

In answer to Mr. Werner’s question as to whether County Council received that report, Mr. Barron advised when that information was provided to the external auditors, they looked at it and made notes on the financial statements. He further
Mr. Vaughn stated the County had an increase in its premium and then asked if the County had an active risk manager in place.

Mr. Luis Campos, Director of Administration, advised they had a risk manager through PCoRP.

Mr. McClure stated everyone would agree 2014 was a great year for the County, but he felt 2015 should be the year of County Council. He further stated the newly elected County Council members were now chairpersons of committees and it was time for them to exercise their power of oversight.

Mr. McClure advised the County was having significant problems running its Court system. He further advised civil cases were being mishandled because the Prothonotary’s Office was understaffed and it could create problems.

Mr. McClure stated there was also a problem in the District Attorney’s Office with their envelopes. He further stated on the surface it did not seem like a big issue, but one of the foundations of the Constitutional system was notice and an opportunity for a person to defend himself.

Mr. McClure advised these were symptoms of a larger problem and that was an indifference and gross inexperience in conducting the day to day business of the County. He further advised County Council had to get very active this year in making sure the Administration knew they were being watched and what County Council’s expectations were.

Mr. McClure stated people could get hurt from the actions of the County. He further stated the Prison was seriously understaffed which put the safety of the Correction Officers on the line and opened the County up to lawsuits.

Mr. McClure advised Children, Youth and Families was understaffed, which could leave children in abusive situations. He further advised there were elderly individuals who were got the services they required.
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Mr. Kraft stated he was the Chairman of the Election Commission for years. He further stated election ballots changed constantly and the County was looking to put a bid out for $25,000 to do something that used to be done in house with its own equipment.

Mr. Kraft advised the Administration was looking to rectify the situation with a software program, but some things could not be done through a software program. He further advised not having someone man the print shop had a lot more ramifications than what occurred in the District Attorney’s Office.

Mr. Ferraro stated she understood, but she believed there were some philosophical differences in play.

Mr. Kraft advised he had a personal friend who called a certain division in this County for two weeks in a row and never received a returned call. He further advised this division provided a very important service, but there were not enough people to answer the telephone.

Mr. Kraft stated Mr. Parsons happened to be going to this division so he informed them of the situation and his friend was contacted, but it should not take a member of County Council to intervene in order for something to be done.

Mr. Kraft advised the budget was passed with enough funds to cover all the open positions in the County. He further advised the Administration talked about restructuring, but it was now a year later and it was time to rectify the situation.

Mr. Vaughn stated Mr. McClure’s concerns were legitimate and he did not think it was a partisan issue, but it had to be looked at analytically and not personally. He further stated retirements happened and to say the County Executive’s policies were responsible was biased and subjective. He noted there was a process for hiring and positions did not get filled quickly because they were looking for good replacements.

With regard to Mr. Kraft’s comments, Mr. Vaughn advised a lot of it was hearsay. He further advised Mr. Kraft had not provided any names or proof.
Mr. Kraft stated he had the proof, but he was not going to bring names up because it was a personnel issue.

Mr. McClure advised every time he raised a concern, Mr. Vaughn chided him for being political, but he was bringing this to County Council’s attention because it was the governing body. He further advised the President Judge, the Court Administrator, the District Attorney, and the independently elected Controller denoted there were huge issues and the potential for embezzlement, which the County had previously experienced.

Mr. McClure stated these were very real problems and he believed the County Executive took a substantive act that forced all these retirements and that was a change in the health insurance.

Mr. Benol asked Mr. Scomillio to provide County Council with a list of lawsuits for the past two-three years for comparison.

Mr. Werner advised over the past year, Mr. Brown consistently indicted there was a sense of urgency to move forward on County matters, but to date, the County staffing was down 180 employees and in many cases, necessary functions have been placed in danger.

Mr. Werner stated on January 15, 2015, President Judge Stephen Baratta sent a memorandum to the County Executive indicating the inability of the court clerks to timely process filings was a problem. He further stated District Attorney John Manganeli described the crippling effects of what was happening without a print shop.

Mr. Werner advised while basic needs were going unmet, no one from the Administration was bringing their plans to County Council to rectify the situations so it was time for County Council to step up to the plate.

Mr. Werner stated he also had a problem with confirmations of appointments were rushed through County Council during the past year, noting five of the nine approved appointments were provided on a Friday before a meeting.
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Mr. Werner advised County Council had to ask the Administration to work with them and not wait to the last minute to do things. He further advised no one liked to make rush decisions and that was what was happening, noting there were ten lawsuits last year from what he believed were rushed judgments.

Mr. Werner stated he believed County Council should be focused on working to prevent the types of situations previously discussed and to fix them.

Consideration of the Administrative Code Article XIII Contract Approval Resolution: Borton Lawson

Mrs. Ferraro advised the Finance Committee met yesterday to consider the County Executive's Administrative Code Article XIII contract approval requests.

Mr. Geissinger introduced the following resolution:

R. 5-2015 WHEREAS, Northampton County Administrative Code Article XIII Procurement and Disposition of County Property, Section 13.16 Contracts and Agreements c. (1) requires approval of County Council for "...any contract exceeding $100,000, which was awarded using the Competitive Negotiation, Negotiation After Competitive Sealed Bidding, and Non-Competitive Negotiation source selection methods. For contracts with renewal clauses, the entire potential payout if all renewal clauses are exercised under the terms of the contract must be considered when determining if Council approval is necessary"; and

WHEREAS, on December 19, 2014, the Northampton County Council received a request from the County Executive for County Council to adopt a resolution approving a contract in the amount of $146,263.59 with Borton Lawson for additional preliminary design services for Bridge No. 102 with 80% of these expenditures being reimbursed by PennDOT so the County share of the increased expenditure is $29,252.72.

NOW, THEREFORE, BE IT RESOLVED that the Northampton County Council does hereby concur with the recommendation of the County Executive, as set forth in the attached documentation to approve a contract in the amount of $146,263.59 with Borton Lawson for
additional preliminary design services for Bridge No. 102 with the County’s increased expenditure to be $29,252.72.

Mr. Geissinger stated Mr. Richard Young, Director of Public Works, discussed this matter at the committee meeting yesterday.

Mr. Phillips advised this matter was also discussed in great detail at the Capital Projects and Operations Committee meeting on Tuesday.

Mr. Werner stated the project was 80% funded by the Pennsylvania Department of Transportation.

As there were no further questions or comments, Mrs. Ferraro called for the vote.


The resolution was adopted by a vote of 9-0.

Consideration of the Administrative Code Article XIII Contract Approval Resolution: Safety National Casualty Corporation

Mr. Geissinger introduced the following resolution:

R. 6-2015  WHEREAS, Northampton County Administrative Code Article XIII Procurement and Disposition of County Property, Section 13.16 Contracts and Agreements c. (1) requires approval of County Council for "...any contract exceeding $100,000, which was awarded using the Competitive Negotiation, Negotiation After Competitive Sealed Bidding, and Non-Competitive Negotiation source selection methods. For contracts with renewal clauses, the entire potential payout if all renewal clauses are exercised under the terms of the contract must be considered when determining if Council approval is necessary"; and

WHEREAS, on January 5, 2015, the Northampton County Council received a request from the County Executive for County Council to adopt a resolution approving a contract, in the amount of
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$152,172 with Safety National Casualty Corporation for excess Worker’s Compensation for a term of one year.

NOW, THEREFORE, BE IT RESOLVED that the Northampton County Council does hereby concur with the recommendation of the County Executive, as set forth in the attached documentation to approve a contract with Safety National Casualty Corporation for excess Worker’s Compensation.

Mr. Geissinger advised the Administration was asked to provide some more information regarding this contract so he called on Mr. Campos to address the issue.

Mr. Campos stated since the County had been self-insured, it required stop gap insurance and that was what this contract was for.

In response to Mr. Phillips’ question as to what exactly the County was paying for, Mr. Campos advised this insurance would cover anything above the thresholds.

As there were no further questions or comments, Mrs. Ferraro called for the vote.


The resolution was adopted by a vote of 9-0.


Mr. Geissinger introduced the following resolution:

WHEREAS, Northampton County Administrative Code Article XIII Procurement and Disposition of County Property, Section 13.16 Contracts and Agreements c. (1) requires approval of County Council for “…any contract exceeding $100,000, which was awarded using the Competitive Negotiation, Negotiation After Competitive Sealed Bidding, and Non-Competitive Negotiation source selection methods. For
contracts with renewal clauses, the entire potential payout if all renewal clauses are exercised under the terms of the contract must be considered when determining if Council approval is necessary"; and

WHEREAS, on January 14, 2015, the Northampton County Council received a request from the County Executive for County Council to adopt a resolution approving a contract, in the amount of $416,901.85 with Industrial Communications Co. for 24/7 maintenance service for fully digital radio dispatch communication consoles for a term of five years.

NOW, THEREFORE, BE IT RESOLVED that the Northampton County Council does hereby concur with the recommendation of the County Executive, as set forth in the attached documentation to approve a contract with Industrial Communications Co. for 24/7 maintenance service for fully digital radio dispatch communication consoles.

Mr. Geissinger stated it was noted at yesterday's meeting that this company was the only one able to maintain this equipment.

As there were no further questions or comments, Mrs. Ferraro called for the vote.

The vote: Ferraro, "yes"; Geissinger, "yes"; Kraft, "yes"; McClure, "yes"; Parsons, "yes"; Phillips, "yes"; Vaughn, "yes"; Werner, "yes" and Benol, "yes".

The resolution was adopted by a vote of 9-0.

Consideration of the County Executive's Nominee to the Director of Human Resources Position

Mr. Kraft introduced the following resolution:

R. 8-2015 RESOLVED, by the Northampton County Council that Tracie Barnes shall be confirmed in her appointment as Director of the Department of Human Resources, at a salary of Pay Grade Group V, Step 1-A, $80,113, effective February 16, 2015.
In answer to Mr. Werner's question as to how many people were employed in the legislative body in Beaufort, South Carolina, Ms. Barnes replied there were two employed individuals and seven elected members.

In response to Mr. Werner's question as to when she recertified her Senior Professional in Human Resources (SPHR) certification, Ms. Barnes advised she received her certification in December of 2011 and it had not yet been recertified because it did not expire until May 2015.

In answer to Mr. Werner's question as to whether there would be an issue if she were not recertified, Ms. Barnes stated she had every intention of getting recertified, but she did not know if that would be an issue.

In response to Mr. Werner's question as to whom would pay for the recertification, Ms. Barnes advised she planned to pay for it, but at some point, she may ask the County to pay for it if it was able to.

Mr. Werner stated her resume showed she made a lot of changes in health and welfare benefit programs that led to reductions. He then asked if the 6% reduction had something to do with the tobacco welfare program.

Ms. Barnes advised it did not have anything to do with tobacco. She further advised at that time, they made a change in the broker of record at the City of Woodstock and went to a higher deductible plan. She noted they reduced the premium costs Blue Cross/Blue Shield was charging the City and then the City funded that deductible through a Health Reimbursement Arrangement so the employees never had to pay the deductible.

In answer to Mr. Werner's question as to where the 6% savings come from, Ms. Barnes stated it was from the premium reduction on health insurance by going to a higher deductible health plan.

Mr. Werner advised on her resume it indicated the Mayor credited her with having the best year ever due to her initiation of the Tobacco Cessation and Wellness Programs.
Ms. Barnes stated the Tobacco Cessation and Wellness Programs did come with some backlash, but the end game was to ensure people live longer and better lives.

When Mr. McClure asked if she had a lot of experience with bargaining units as the County had 11 of them, Mrs. Barnes advised she had training, but no direct experience.

In response to Mr. McClure’s question as to whether she was informed during the interview process that she would be involved in the negotiation process with the bargaining units, Ms. Barnes stated it was her understanding she would be part of a team.

Mr. McClure advised since she did not have a lot of experience, he hoped she would bring a spirit of bargaining in good faith.

In answer to Mr. McClure’s question as to whether she was unaware that a large number of the employees were unhappy, Ms. Barnes stated she had some basic information from what she read in the newspapers, but she took into account there were always several sides to a story.

Mr. McClure commented that to keep the employees happy, it was always a good idea to provide a Cost of Living Adjustment on an annual basis.

In response to Mr. Benol’s question as to what was the total number of personnel she dealt with, Ms. Barnes replied it was close to 200.

In answer to Mr. Benol’s question as to whether there were any unions, Ms. Barnes indicated there were not.

In response to Mr. Benol’s comment that she only worked for the City of Beaufort for four months, Ms. Barnes replied as Director of Human Resources, but she had previously been the Human Resources Manager. She further replied after her promotion, she made a decision to leave to follow her significant other. She noted Northampton County was a jump, but it was part of her career progression.
In answer to Mr. Benol's question as to what she felt was going to be her biggest hurdle, Ms. Barnes advised she was here to work with the team and planned to do everything she could in her position as Director of Human Resource to try to reduce the problems plaguing the employees. She further advised she was up to and eager for the challenge.

In response to Mr. Benol's question as to whether she would be willing to appear before County Council to address human resource issues if her nomination was approved, Ms. Barnes stated she would.

In answer to Mr. Vaughn's question as to whether during her career she had noticed any policy changes brought on by the Affordable Care Act, Ms. Barnes advised the Affordable Care Act was a moving target and changes made in her previous job were primarily driven by the most immediate things that had to be done. She further advised it would be up to the County to determine whether it wanted to be compliant with what was going to be enforced.

Ms. Barnes stated she would want to stick with everything she had to do that was currently in the law as of the day she took this position and then keep her eye on the legislative scene.

In response to Mr. Werner's question as to whether anyone from the Administration had talked to her about the current programs, Ms. Barnes advised she met with Ms. Lorraine Schintz, Acting Director of Human Resources, and Ms. Linda Markwith, Human Resources Generalist, and they did present some of the issues the County was facing.

Mr. Geissinger stated he was torn because he believed the County Executive had a right to appoint whom he wanted, but it was his understanding that Ms. Barnes rose to the top of the candidates because of municipal experience. He further stated Ms. Barnes was going to be presented challenges such as the 11 unions and the number of employees, which was larger than she was used to, and he was concerned they would present obstacles as far as her ability to react, excel and do the job the citizens of Northampton County expect.
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In answer to Mr. Geissinger’s question as to what she felt was her greatest asset she was bringing to the position, Ms. Barnes advised she felt it was the fact she came from such a different environment so she would have fresh eyes to look at these issues and neutrality. She further advised she realized this was a large undertaking, but she was up to the challenge.

Mr. McClure stated this nominee was as qualified as any other nominee, with respect to experience, that County Council had been given and certainly far more qualified than some of the people running the County on a day-to-day basis. He further stated he understood Mr. Geissinger’s concerns, but the last two nominees were individuals who were ascending in their careers so he did not think that was a reason in itself to oppose them.

Mr. Parsons advised he was concerned about her lack of union negotiation skills, but during his tenure, the County lacked those skills. He further advised he believed someone with a fresh set of eyes and an open mind would be beneficial to the County.

As there were no further questions or comments, Mrs. Ferraro called for the vote.


The resolution was adopted by a vote of 7-1-1.

Consideration of Resolution Concerning the Receipt of Documentation Regarding Proposed Candidates/Nominees

Mr. Werner stated he had a list that revealed that five of the nine appointments were received by County Council on the Friday before a meeting. He further stated he believed County Council should be apprised of things sooner than they have been to allow them the time to be able to review the background of the individuals they were going to be culpable for.

Mr. Werner introduced the following resolution:
WHEREAS, the Northampton County Council Personnel Committee is tasked with reviewing and moving forward proposed candidates/nominees in a timely manner to County Council for consideration; and

WHEREAS, it is imperative that all County Council members have adequate time for reviewing said qualifications from all proposed candidates/nominees.

NOW, THEREFORE, BE IT RESOLVED that County Council should be provided all information, including letters of recommendation, resumes and job history concerning the proposed candidate/nominee at least three (3) working days prior to County Council’s confirmation and appointment so they could properly reviewed all documentation.

In answer to Mrs. Ferraro’s question as to whether he was asking the information be received by the close of business on Thursday, Mr. Werner replied he just wanted enough time to review the information.

Mr. Phillips advised he would like the resolution to reflect at least three working days prior to the Personnel Committee meeting held prior to the County Council meeting where the appointment would be confirmed. He further advised he was going to vote no to any nomination that came before County Council without first going to the Personnel Committee.

Mr. McClure stated he was enthusiastic about the concept of the resolution, but he felt it would have more power if it was presented as an ordinance. He further stated he felt it may take more than three days to properly investigate a nominee so he would seek to expand that to at least a week.

Mr. Geissinger advised he agreed with Mr. McClure that three working days was not sufficient time and it should be seven working days prior to the Personnel Committee meeting.

Mr. Werner stated he would withdraw this resolution so it could be presented as an ordinance.
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Executive Session

Mrs. Ferraro advised County Council was going to adjourn to Executive Session to discuss a personnel issue.

Mr. Lauer stated County Council adjourned to Executive Session at 7:55 p.m. where a personnel issue was discussed and reconvened at 8:20 p.m.

Human Services Committee Report

Mr. Vaughn advised at the Human Services Committee meeting held earlier in the evening, they learned the State enacted 22 new laws regarding reporting guidelines affecting the Children, Youth and Families Division. He further advised they have experienced an increase in calls that was putting a burden on the staff, but the Director of Human Services indicated they were taking care of business.

Mr. Vaughn stated Gracedale experienced a loss during the first and second quarters, there was a profit for the third quarter and the fourth quarter numbers have not all come in, but Mr. Millard Freeman, Gracedale Administrator, was predicting they were going to be below budget for the year.

Mr. Vaughn commented there have been operational changes made, including the NTT Data System and the new pharmacy provider, that were moving Gracedale in the right direction.

Mr. Vaughn advised agency nursing had been cut by approximately 50% due to the KRONOS system, the on-shift protocol and the per diem staff. He further advised the pharmacy added 12 medication dispensing machines on the floors, there was a pharmacy technician in house that ran medications to the floors when they were needed and the clinic medications were not being charged to Gracedale as was the previous practice, but being reimbursed by the patient’s insurance.
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Capital Projects and Operations Committee Report

Mr. Phillips stated a Capital Projects and Operations Committee meeting was held on January 20, 2015. He further stated there was now a maintenance manual for the Human Services Building and its contents were entered into a software program called FacilityDude that would be keeping track of and informing the staff when certain maintenance items had to be addressed, as well as keeping track of when the item was addressed.

Mr. Phillips advised this program would also assist the Controller in conducting his performance audit. He further advised it took a year to get this program up and running and Mr. Young indicated the next building would be Gracedale and then the Courthouse.

Mr. Phillips stated a presentation was given regarding the status of the County’s bridges.

Mr. Phillips advised an overview was given regarding the Louise Moore Trust and the Louise Moore Homestead. He further advised it became apparent that there was no consensus of what the vision was for this building so the Administration was instructed to put this project on hold until a committee could be formed to discuss what the purpose should be.

Mr. Phillips stated it was determined the County was not where it should be with regard to the Bridge Bundling Program. He further stated he asked Mr. Young to come to a meeting in February to provide a progress report.

Mrs. Ferraro commended Mr. Young for the work he did with regard to the maintenance manual, noting it was refreshing to have something done in house and not hiring a consultant firm to do it. She further advised she agreed that more pressure had to be put on individuals at the State level with regard to the Bridge Bundling Program because that could bring a lot of money into the County.

Mr. Phillips stated it was also refreshing to have someone who had command of the issues and a plan on how to move forward.
Black Fly Suppression

Mr. Vaughn advised County Council received an e-mail regarding black fly suppression. He further advised he spoke to Mr. Ben Russell, Department of Environmental Protection, who told him last year was the worst year he had ever seen and that was due to State budget cuts.

Mr. Vaughn stated he spoke to Senator Lisa Boscola's office who indicated they were working on the issue.

Agricultural Extension Liaison Report

Mr. Parsons advised every County used to have their own agricultural extension, but it was reorganized into districts. He further advised when the County had its own, it was a mess because they never knew how much money they were going to get or where it was coming from, but now with the reorganization they knew where the money was coming from and it was operating much better.

Adjournment

Mrs. Ferraro made a motion to adjourn the meeting.

Mr. McClure seconded the motion.

The motion to adjourn passed unanimously by acclamation.

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Linda M. Zembo
Acting Clerk to Council