Easton, Pennsylvania                                             July 6, 2017

A regular meeting of the Northampton County Council was held on the above date with the following present: John Cusick, President; Glenn A. Geissinger, Vice President; Mathew M. Benol; Matthew H. Dietz; Margaret L. Ferraro; Kenneth M. Kraft; Hayden Phillips; Seth Vaughn; Robert F. Werner; Linda M. Zembo, Clerk to Council and Phil D. Lauer, Solicitor to Council.

Prayer

Mr. Cusick led County Council in a moment of silence.

Pledge of Allegiance

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

Approval of the Minutes

Mr. Werner made the following motion:

Be It Moved By the Northampton County Council that the minutes of the June 15, 2017 meeting shall be approved.

Mr. Kraft seconded the motion.

The minutes were approved by voice acclamation.

Courtesy of the Floor

As no one signed up for Courtesy of the Floor, Mr. Cusick asked if there were any questions or comments from the public.

There were no respondents.

Controller’s Report

Mr. Stephen Barron, Controller, was not present at the meeting.
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County Executive Report

Mr. John A. Brown, County Executive, was not present at the meeting and Ms. Catherine Allen, Director of Administration, indicated there was no report.

Public Hearing on the Ordinance Titled, "AN ORDINANCE AMENDING THE NORTHAMPTON COUNTY ADMINISTRATIVE CODE, ARTICLE XIII PROCUREMENT AND DISPOSITION OF COUNTY PROPERTY, SECTION 13.16 CONTRACTS AND AGREEMENTS C. (1)"

Mr. Cusick stated the following ordinance was introduced by Messrs. Phillips and Dietz at the meeting held on June 15, 2017:

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
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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

(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 taxes are paid in full.
(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.

Public Hearing

Mr. Cusick asked if there were any questions or comments from the public.

Mr. Ryan Durkin, County Solicitor, read a statement provided by Ms. Kathryn Anderson, Purchasing Manager, reflecting her opinion regarding this ordinance.

"My thoughts for County Council:

I have provided some insight for the ordinance changing all contracts with expenditures over 25K to be approved by Council. This would negatively impact the contracting process and the efficiency of the Procurement Division. If all contracts would still be required to be reviewed at the Finance Committee meeting prior to full Council vote then additional meetings may
be warranted as one meeting a month would no longer be adequate.

The Administrative Code states that all contracts which are awarded through the invitation to bid method of sole source selection must be awarded within 60 days of the bid opening. Since invitations to bid previously did not need Council approval regardless of the contract amount which was not a problem except for times when funding source was other than the General Fund. This was the case for the interior renovation construction contracts for Louise Moore Park because of timing issues Procurement was required to cancel all bids since the 60 day deadline was surpassed and Procurement is subject to the Controller’s audit of compliance with the Administrative Code.

Ultimately, all divisions/departments will be impacted by the constraint on Procurement’s ability to obtain goods and services in a timely manner resulting from delays caused by the requirement for additional approvals. The efficiency of the Procurement Division would be further challenged by this delay at the time of award. The bidding/contracting process is already crippled by the requirements of the Administrative Code including notifying Council three days before issuing an RFP. Any solicitation must be on the street for 30 days and advertisement no less than 10 days and no more than 30 days to bid opening coupled with timeframes for the division/department reviews and recommendation for award. There are times when we are close to the 60 day deadline. I don’t agree that we need to restrict our contracts.”

Mr. Durkin advised Mr. Brown was not present and to the extent that this would render an exceptional constraint on the ability of not only the Administration, but the County to do business he asked this matter be postponed until he could provide a defense of his position.

Mr. Jeff Fox, Pen Argyll, PA - stated County Council received the prospective of the Administration, but he would like to present a prospective from a taxpayer. He further stated this ordinance was in response to Mr. Brown’s contract with the DLR Group and the process used and he felt this ordinance would provide more transparency.

Mr. Fox advised Mr. Brown knew this was going to be on the agenda so he had every opportunity to be here and speak on the matter. He further advised efficiency was important, but transparency was extremely important.
Mr. Durkin stated Ms. Anderson was the head of the Procurement Division and she would not have submitted something as strong as this were she not absolutely convinced that this served not only the interest of efficiency, but transparency. He further stated this was something that should be vetted with Mr. Brown present.

Mr. Cusick asked if there were any questions or comments from the members of County Council.

Mr. Kraft advised County Council had been down this road before and it always seemed to come up during an election year. He further advised he felt it was an overreach by County Council.

Mr. Kraft stated the amount was dropped from $250,000 to $100,000 a few years ago and it was not County Council’s role to micromanage everything that happens. He further stated he did not see an issue with transparency and if there was an issue, the Administration could be held to the Administrative Code.

With regard to the DLR Group contract, Mr. Geissinger advised Mr. Lauer issued an opinion indicating the amended Executive Order was in compliance with the Administrative Code. He further advised he believed contracts were properly executed and handled in a timely manner.

Mr. Geissinger stated a $100,000 limit on a contract was not an unreasonable amount and lowering it would hinder the ability of the County to move quickly and operate appropriately. He further stated he would not be supporting this ordinance, but agreed it was County Council’s responsibility to ensure the Administration was as transparent as possible.

Mrs. Ferraro advised this issue had come up several times over the years and then after talking with people involved in doing this process everyday it was agreed that $100,000 was doable. She further advised anything less than $100,000 would bring the wheels of government to a halt so she could not support it.

Mr. Dietz stated government would not slow down noting that Lehigh County had a $10,000 limit. He further stated both the Controllers from Lehigh and Northampton Counties did not feel it would hinder the functions of County government.
Mr. Phillips advised this would lower the amount for competitive negotiation type contracts, negotiations after competitive sealed bids and non-competitive negotiations and would not impact other contracts. He further advised he was comfortable having County Council's approval at $25,000 and he took offense at the suggestion that this was a political ploy because he had been pursuing this since he became a member of County Council.

Mr. Werner stated the Administration was asked time and again to be honest with regard to contracts and to provide the information in a timely manner. He further stated this type of barricade would not have to be requested if this was done by the Administration.

Mr. Benol advised he did agree that this would hamstring the County Executive and it was not County Council's job to micromanage. He further advised he also agreed that there were times when County Council received information late, but Ms. Anderson's statement had to be taken into account because she worked with the contracts.

Mr. Geissinger stated the Administrative Code worked and the Administration recognized County Council's concerns with the prior contract and amended it to be in Mr. Lauer's opinion in line with the Administrative Code. He further stated there may not always be as much communication as County Council wanted, but he did not feel the Administrative Code had to be changed especially when it would hamper the Procurement Office from doing its job efficiently.

Mr. Cusick advised taking into consideration the comments from Ms. Anderson it was time for the Administrative Code to be reviewed and upgraded to reflect the technology the County used. He further advised he felt $25,000 was too low and asked the Administration to begin the process of bringing the Administrative Code up to date.

Mr. Vaughn stated he felt this ordinance would create an unnecessary bottleneck for the County.

As there were no further questions or comments, Mr. Cusick called for the vote.

The vote: Phillips, "yes"; Dietz, "yes"; Ferraro, "no"; Geissinger, "no"; Kraft, "no"; Vaughn, "no"; Werner, "no"; Benol, "no" and Cusick, "no".
The ordinance failed by a vote of 2-7.

Consideration of Article XIII Contract Approval Resolution: USA Architects

Mr. Cusick advised the following resolution was tabled at the meeting held on May 18, 2017 and a motion would be needed to remove it from the table.

Mr. Kraft made a motion to remove the resolution from the table.

Mr. Werner seconded the motion.

Mr. Cusick called for the vote on the motion to remove the resolution from the table.

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

The motion passed by a vote of 9-0.

Mr. Cusick introduced the following resolution:

R. 71-2017  WHEREAS, Northampton County Administrative Code Article XIII Procurement and Disposition of County Property, Section 13.17 Contract Modification and Termination d. provides for "The written notice procedures for all contracts set forth in Administrative Code Sections 13.16 c, d (1), d (2), e, f (1) and f (2) shall also apply to amendments to existing contracts.; e. "In addition to complying with the requirements set forth in Section 13.17 d, written notices involving amendments to existing contracts shall clearly indicate the monetary amount of the amendment, the reason for the amendment, the services to be provided by the amendment, the original amount of the contract and the total amount of the contract, as amended." and f. "For any existing contract that is amended, if such amendment increases the value of the original contract to an amount that would require Council approval under Section 13.16 c (1), then such approval must be obtained for the amendment."; and

WHEREAS, Northampton County Administrative Code Article XIII Procurement and Disposition of County Property, Section 13.16 Contracts and Agreements c (2) requires approval of County
Council for "any contract where costs are to be funded with monies outside of the County's General Fund, such as those funded through bonded indebtedness."

WHEREAS, on August 11, 2016, the Northampton County Council received a request from the County Executive for County Council to adopt a resolution endorsing a contract for a term of one year, in the amount of $57,375, with USA Architects, Planners & Interior Designers, P.A. for architectural and construction services for Louise Moore Park farmstead to be funded with Louise Moore Pine Bequest monies, which they did by Resolution No. 90-2016; and

WHEREAS, on April 19, 2017, the Northampton County Council received a request from the County Executive for County Council to adopt a resolution to increase the contract total for architectural services for Louise Moore Park Homestead renovations by $28,201 for a new contract total of $85,576.

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 an amendment to increase the contract total for architectural services for Louise Moore Park Homestead renovations.

Ms. Allen stated the change order was requested by the Administration and the vote would have nothing to do with the silo or the aesthetics of the building. She further stated this request was made because it was felt a second egress was needed that was larger than the spiral stairs and they chose to make it handicap accessible with a stair glide. She added the work had already been completed.

Mr. Phillips advised when this resolution was tabled it was requested that a legal opinion be received as to whether or not the County would be liable if someone was not able to get to the second floor or was it grandfathered. He further advised last month Mr. Lauer stated he planned to have Mr. Durkin contact the insurance carrier to find out if it was grandfathered and asked if that was done.

Ms. Allen stated not to her knowledge, but this resolution was to pay for work that was already done and would allow the project to be rebid after which County Council would have the opportunity to accept the bid for the whole project.
Mr. Phillips commented this vote would pay for a design that County Council was not happy with.

Mr. Werner advised he was under the assumption the Administration was going to talk to them about the price.

Ms. Allen stated Mr. Rugis, Director of Public Works, and Mr. Brown may have presented that idea, but this company did the work so she did not go back to talk to them.

Mr. Dietz advised previously it was not known who initiated the change so he voted to table it, but now that it was known the Administration asked for the change and the work was completed so they should be paid.

Mr. Benol stated now that Ms. Allen had indicated that USA Architects did nothing wrong he wanted to publically apologize to them for his previous comments.

Mr. Geissinger advised he was in the service business and if a client was not happy with the product presented they would absorb the cost.

Ms. Allen stated the Administration was happy with the silo and they were the clients. She further stated the County has wasted $750,000 on this project so far from the Louise Moore Trust.

Mr. Geissinger commented as the Administration, as the client, was happy with the design then that changed the argument.

As there were no further questions or comments, Mr. Cusick called for the vote.

The vote: Cusick, "yes"; Ferraro, "yes"; Geissinger, "yes"; Kraft, "yes"; Phillips, "no"; Vaughn, "yes"; Werner, "no"; Benol, "no" and Dietz, "yes".

The resolution was adopted by a vote of 6-3.

Consideration of Resolution Setting the Central Booking Center Fee

Mr. Dietz introduced the following resolution:
WHEREAS, the Northampton County Home Rule Charter, Article II, Section 202.(6) indicates that the County Council shall have the power to establish by ordinance procedures to set the fees charged by all agencies in accordance with the law of the United States and Pennsylvania; and

WHEREAS, County Council by Ordinance No. 17 of 1979, enacted September 21, 1979, ordained that “Fees charged by agencies/offices of the County of Northampton be set by Northampton County Council by means of Resolution at such times and at such rates as deemed necessary”; and

WHEREAS, on June 12, 2014, an Administrative Order was issued establishing the Central Booking Center Fees at $300.00 for all arrests occurring on or after July 1, 2014.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Northampton County Council that it hereby sets the Central Booking Center Fee at $300.00.

Mr. Lauer advised there was a situation where a booking-fee was being charged according to agreements that were reached to pay for booking centers that solved time and personnel issues for the municipalities that used them. He further advised County Council expressed some concerns because there was a provision in the Home Rule Charter that provided fees were to be set in whatever way County Council decided and subsequent to that there was an adoption of an ordinance that indicated County Council would set fees by adopting resolutions and the purpose of this resolution was to comply with the Home Rule Charter and Administrative Code.

Mr. Lauer stated another issue was the ordinance that would establish that there were to be fees and also some procedures to be followed with respect to what was to be done with the fees and how County Council was imposing limitations on how the fees should be used and what happened if the booking center did not actually pay for themselves.

Mr. Lauer advised there had been discussions about County Council not being involved in the process from the beginning, but the Judiciary had the right to establish booking centers and set fees; however, it was felt by some members of County Council that if this money was being collected to fund this service County Council should keep track of it to determine if it was
paying for itself and if not, have the municipalities contribute.

Mr. Durkin stated Section 17.21 delegated government units that had the power to set these fees and it was his understanding the Courts would have to initiate the process.

Mr. Kraft made a motion to table this resolution until County Council could receive some input from the Courts.

Mr. Geissinger remarked Mr. Lauer was discussing two different items, which were the resolution agreeing to a fee that the Court had already set and an ordinance pertaining to the disbursement of those fees, which he felt the Courts should have input.

Mr. Cusick advised the resolution was just adding a fee that the Court had recommended to the fee schedule and the ordinance dealt with the spending of it. He further advised that discussion was going to be held two weeks from now.

Ms. Allen recommended County Council table the whole thing until a discussion could be held with the Courts and District Attorney because they may be planning to change the fee.

Mr. Phillips seconded Mr. Kraft’s motion.

Mr. Cusick called for the vote on the motion to table this resolution.


The motion failed by a vote of 4-5.

Mr. Benol stated this issue was going to be on the Courts and Corrections Committee meeting agenda for July 13, 2017.

Mr. Geissinger advised the plan indicated the fee could be set at no more than $300 so he made a motion to amend the resolution to include the words “at no more than” $300.

Mr. Dietz seconded the motion.

Mr. Cusick called for the vote on the motion to add the words “at no more than” to the resolution.
The vote: Geissinger, "yes"; Dietz, "yes"; Vaughn, "yes"; Werner, "yes"; Benol, "yes"; Cusick, "yes"; Ferraro, "yes"; Kraft, "yes" and Phillips, "yes".

The motion passed by a vote of 9-0.

Mr. Cusick called for the vote on the following amended resolution:

R. 72-2017 WHEREAS, the Northampton County Home Rule Charter, Article II, Section 202.(6) indicates that the County Council shall have the power to establish by ordinance procedures to set the fees charged by all agencies in accordance with the law of the United States and Pennsylvania; and

WHEREAS, County Council by Ordinance No. 17 of 1979, enacted September 21, 1979, ordained that "Fees charged by agencies/offices of the County of Northampton be set by Northampton County Council by means of Resolution at such times and at such rates as deemed necessary"; and

WHEREAS, on June 12, 2014, an Administrative Order was issued establishing the Central Booking Center Fees at no more than $300.00 for all arrests occurring on or after July 1, 2014.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Northampton County Council that it hereby sets the Central Booking Center Fee at no more than $300.00.

The vote: Dietz, "yes"; Werner, "yes"; Benol, "yes"; Cusick, "yes"; Ferraro, "yes"; Geissinger, "yes"; Kraft, "no"; Phillips, "yes" and Vaughn, "yes".

The resolution was adopted by a vote of 8-1.

Introduction of an Ordinance Titled, "AN ORDINANCE PROVIDING FOR THE ALLOCATION OF FUNDS THROUGH THE CENTRAL BOOKING PLAN FEES TO THE DESIGNATED CENTRAL BOOKING CENTERS"

Messrs. Phillips and Dietz introduced the following ordinance:

AN ORDINANCE PROVIDING FOR THE ALLOCATION OF FUNDS THROUGH THE CENTRAL BOOKING PLAN FEES TO THE DESIGNATED CENTRAL BOOKING CENTERS
WHEREAS, the Northampton County Home Rule Charter, Article II, Section 202.(6) indicates that the County Council shall have the power to establish by ordinance procedures to set the fees charged by all agencies in accordance with the law of the United States and Pennsylvania; and

WHEREAS, County Council by Ordinance No. 17 of 1979, enacted September 21, 1979, ordained that “Fees charged by agencies/offices of the County of Northampton be set by Northampton County Council by means of Resolution at such times and at such rates as deemed necessary”; and

WHEREAS, County Council has adopted Resolution No. 72-2017 by the terms of which the Central Booking Fee in the amount of $300.00 has been established; and

WHEREAS, County Council seeks herein to clarify the crediting and application of, and reimbursement for, the Central Booking Fees; and

WHEREAS, Title 42 (Judiciary and Judicial Procedure) and Title 44 (Law and Justice) of the Pennsylvania Consolidated Statutes, in part, allows for the imposing a central or regional booking fee on criminal convictions to fund the start-up, operation or maintenance of a central or regional booking center; providing for a central booking center plan; and

WHEREAS, the Section 1. Title 42 of the Pennsylvania Consolidated Statutes reads as follows:

§ 1725.5. Booking center fee.

(a) Imposition.--Following the adoption of a countywide booking center plan, a person may, in addition to any other fines, penalties or costs imposed by law, be required by the court to pay a booking center fund fee of no more than $300 if the person:

(1) Is placed on probation without verdict pursuant to section 17 of the act of April 14, 1972 (P.L.233, No.64), known as The Controlled Substance, Drug, Device and Cosmetic Act.

(2) Receives Accelerated Rehabilitative Disposition for, pleads guilty to or nolo contendere to or is convicted of a crime under the following:
(i) 18 Pa.C.S. § 106(a) (relating to classes of offenses).

(ii) 75 Pa.C.S. § 3735 (relating to homicide by vehicle while driving under influence).

(iii) 75 Pa.C.S. § 3802 (relating to driving under influence of alcohol or controlled substance).

(iv) A violation of The Controlled Substance, Drug, Device and Cosmetic Act.

(b) Disposition.--The fee under subsection (a) shall be paid to the county and deposited into a special central or regional booking center fund established in the county. Moneys in the special fund shall be used solely for the implementation of a countywide booking center plan under section 1725.6 (relating to countywide booking center plan) and the start-up, operation or maintenance of a booking center.

(c) Other laws.--The booking center fee shall be imposed notwithstanding any other provision of law to the contrary.

§ 1725.6. Countywide booking center plan.

(a) Development.--

(1) A court in a county that has developed and adopted a countywide booking center plan may impose the fee established under section 1725.5 (relating to booking center fee).

(2) A county with a criminal justice advisory board shall develop the plan in conjunction with the criminal justice advisory board.

(3) A county that does not have a criminal justice advisory board shall develop the plan in conjunction with the district attorney, local police departments and municipalities within the county.

(b) Requirements.--The plan adopted under subsection (a) shall do all of the following:
(1) Ensure coordination and collaboration of all criminal justice agencies within the county.

(2) Comply with all applicable Federal and State technology standards for the collection and transmission of offender identification information.

(3) Make recommendations regarding the number, funding and operations of booking centers within the county. The plan shall prioritize the recommendations.

(c) Submission.—

(1) The plan shall be submitted to the Pennsylvania Commission on Crime and Delinquency for review and certification that the plan complies with the requirements of subsection (b)(2).

(2) The Pennsylvania Commission on Crime and Delinquency shall provide a list of all certified county plans to the Administrative Office of Pennsylvania Courts upon each county's certification. The Pennsylvania Commission on Crime and Delinquency shall update this list and provide it to the Administrative Office of Pennsylvania Courts whenever a county is added or subtracted from the list.

(d) Duties of commission.—The Pennsylvania Commission on Crime and Delinquency shall do all of the following:

(1) Determine and certify if a countywide booking center plan submitted by a county criminal justice advisory board or the county commissioners complies with subsection (b)(2).

(2) Adopt guidelines within 90 days of the effective date of this section relating to technology standards for the collection and transmission of offenders' identification. The guidelines shall be published in the Pennsylvania Bulletin.

(e) Implementation.—Following certification by the Pennsylvania Commission on Crime and Delinquency under subsection (d), the county may appropriate moneys in the special central or regional booking center fund to implement the plan to the greatest extent possible.
(f) Limitation.--No more than 5% of moneys in the special central or regional booking center fund may be appropriated by the county for the county's administrative costs related to the collection of the fee under section 1725.5.

(g) Definitions.--As used in this section, the following words and phrases shall have the meanings given to them in this subsection:

"Booking center." A facility utilized for the processing and identification of individuals arrested, charged or accused of a crime.

"County criminal justice advisory board." A county criminal justice planning board which meets the minimum standard for those boards established by the Pennsylvania Commission on Crime and Delinquency.

"Countywide booking center plan." A written plan that includes a comprehensive strategy to improve the collection, transfer and maintenance of electronic offender identification information.; and

WHEREAS, the Northampton County Criminal Justice Advisory Board formally adopted a Northampton County Booking Center Plan, which described the facilities used for central booking as the Northampton County Prison, the Bethlehem Police Department and the Lehigh Township Police Department; and

WHEREAS, on July 5, 2007, an Administrative Order was issued acknowledging the Northampton County Booking Center Plan and on June 12, 2014, an Administrative Order was issued increasing the processing fee to $300.00.

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Northampton County Council that:

1. The Central Booking fee shall be deposited into a special central or regional booking center fund established in the County.

2. The Central Booking fees are to be tracked and referenced to the Central Booking facility from which they originated.

3. Those fees are to be used to pay the annual fees of the CLEAN T-1 line and the Livescan/CPIN annual maintenance agreement.
4. Should the annual booking fees collected exceed the amount needed for the above-mentioned costs, the remaining balance will be used to cover budget needs in the overall County's Central Booking system.

5. Should the annual booking fees collected fall short the amount needed for the above-mentioned costs, the specific Central Booking facility is to come up with the difference to cover the above-mentioned annual costs.

Mr. Cusick stated the public hearing, debate and possible vote would be held at the July 20, 2017 meeting.

Economic Development Committee Report

Mrs. Ferraro advised at the Economic Development Committee meeting held earlier in the evening updates were received on the various projects and activities of the Department of Community and Economic Development.

Mrs. Ferraro stated the Economic Development Committee voted to adopt Option #2 with regard to the proposals presented for the 2005 Hotel Tax Funds. She noted this option was recommended by the Department of Community and Economic and a resolution would be presented in August for County Council's consideration.

Bridge 102

Mr. Phillips advised the first meeting to discuss Bridge 102 was held in 1995 and he was happy to announce that the work on the bridge was finally completed.

Solicitor's Report

Mr. Lauer stated in preparation for tonight's meeting, he e-mailed County Council a copy of the amended Executive Order for the DLR Group. He further stated one provision of the Administrative Code provided when there was a single source type of product or service the non-competitive negotiation method, which was what was used in this instance, could be used; however, another provision indicated that when professional services were being selected competitive negotiations must be
Mr. Lauer advised he did not remember ever seeing an occasion where both of these sections applied, but given the language the County Executive used in the amended order he believed the non-competitive negotiation selection process was appropriate.

With regard to the Americans with Disabilities Act issues, Mr. Lauer stated the individual in his office researching this matter had to take some time off, but would be back on Monday so County Council should have a response soon.

Adjournment

Mr. Benol made a motion to adjourn the meeting.

Mr. Dietz seconded the motion.

The motion to adjourn passed unanimously by acclamation.

Linda M. Zembo
Clerk to Council