



SPECIAL MEETING NOTICE
Of the
Sullivan County NH
Board of Commissioners

The Sullivan County Board of Commissioners will convene:

Date: Thursday, July 7th, 2011 4:15 PM
Place: Remington Woodhull County Complex
County Administration Building
Commissioners Conference Room 1st Floor
14 Main Street
Newport NH 03773

for a special meeting to:

1. Review a request from the County Attorney's Office to waive bid requirements, per **RSA 28:8 Competitive Bidding on Purchases**, as it pertains to the a contract agreement with Connor & Connor - a vendor that provides imaging software and hardware services (*this article was tabled from the Commissioners' July 7th regular business meeting*)
2. Discuss any other old or new business

County of Sullivan, NH

Type of meeting: Board of Commissioners Special Meeting
Minutes

Date/Time: Thursday, July 7, 2011, 4:15 PM

Place: Remington Woodhull County Complex,
Administration Building, 14 Main Street,
Newport NH 03773

Attendees: Commissioners Bennie Nelson – *Chair*, Jeffrey Barrette – *Vice Chair*, and John M. Callum Jr. – *Clerk*, Greg Chanis – *County Administrator*, and Marc Hathaway – *County Attorney*, and Sharon Callum – *Administrative Assistant/Minute Taker*.

4:17 The Chair, Bennie Nelson, called the meeting to order.

Agenda Item No. 2. Discuss any other old or new business

- Mr. Hathaway explained that Sullivan County entered into a contract on 6/22/2010 with Ricci Consultants to provide GASB accounting services; a key person in Ricci Consultants left the firm, and as the firm has no other person to perform this specific function, they can no longer honor the contract with the County; the County has been in contact with Ricci Consultants and will be going out to hire for another firm; no substantial work has been performed by Ricci Consultants; he has advised the County Administrator to stay away from Ricci until they have a formal deal; which requires the Board's formal vote.
- Mr. Chanis noted that GASB requires evaluation of "other post-employment benefits" – other than pension; these benefits are limited to retirees who receive medical subsidies, who continue to receive health insurance – this is considered a liability; even though the County does not pay towards health insurance for the retirees, the retiree receives a benefit at a lower cost – since they worked for the County, which is then considered a liability; a note in last year's audit indicated a GASB audit should be done; this liability shows on the County's audit on the Balance Sheet; the County hired Ricci, with Linda Bournival as the consultant to perform the GASB audit; Bournival left the firm, now Ricci is unable to do the GASB; Bournival [now of KMS Actuaries LLC] has all the County data; Ricci understands the County wants to retain her to complete the GASB audit, and informally okayed Chanis to do so.
- Mr. Hathaway recommended the County attain a formal letter which releases both Ricci and the County from the agreement, before they hire Ms. Bournival. Chanis noted he held conversations with Ricci, okaying these steps.

4:26 Motion: pursuant to RSA 28:19 the Sullivan County Commissioners authorize the County Attorney to execute an agreement with Ricci Consultants wherein Ricci Consultants and Sullivan County mutually release each other from rights, responsibilities and obligations and any claims arising out of a contract between Sullivan County and Ricci Consultants dated June 22,2010 for GASB 45 accounting services. Made by: Barrette. Seconded by: Callum Jr. Voice vote: All in favor.

Agenda Item No. 1 **Review a request from the County Attorney's Office to waive bid requirements, per RSA 28:8 Competitive Bidding on Purchases, as it pertains to the a contract agreement with Connor & Connor - a vendor that provides imaging software and hardware services (*this article was tabled from the Commissioners' July 7th regular business meeting*)**

Mr. Hathaway spoke briefly about RSA 28:8 Competitive Bidding on Purchases and distributed a copy of the RSA [Appendix A]. He noted, with the Connor & Connor contract, their office has five (5) computer work stations, proprietary software designed by the firm - specifically for their office system with transferring of one system to another capability, maintenance, lease and maintenance of the scanner - all paper work goes through the scanner. He stressed the important of having one vendor provide all functions and services. He noted they will own the equipment in the end. Mr. Hathaway distributed a copy of the proposed motion wording, which also cited the reasons for waiving the competitive bid process. He noted, the original contract came in at \$27,000; he negotiated this resulting in a lower rate, plus, adding other features. He noted, the service has been great, they fix problems promptly and the results meet their expectations. Hathaway noted the contract cost matches contract services budget and update maintenance within the approved budget.

4:39 Motion: to pursuant to RSA 28-8 the Commissioners of Sullivan County waive the requirement of competitive bidding with respect to an equipment and maintenance contract with Connor & Connor and the Sullivan County Attorney's Office. The contract is for one year lease of five (5) computer/workstations (with basic software) and maintenance, maintenance on a sixth computer (victim witness), lease and maintenance on Fujitsi-5750c scanner with networked PC and County Attorney Records Maintenance Software and Software Maintenance. In addition there is time and materials maintenance on two county owned servicers. The contract is for \$6,000 / \$500 a month. The rational for not putting this contract out for competitive bidding includes:

1. The contract is a lease/maintenance agreement and which may not technically require competitive bidding
2. The capital investment by Connor & Conner required for this lease agreement makes the price reasonable
3. The customized scanning programming developed by Connor & Connor and currently being used by the County Attorney's Office interfaces with the six (6) computers which are subject of this lease/maintenance contract. It is highly desirable to have both the computers, basic software and the scanning equipment and scanning software provided by and maintained by the same provider
4. Connor & Connor, with whom the Sullivan County Attorney's Office has had a long standing relationship, will seek to negotiate a long term maintenance contract at the end of this contract and after the new Karpel software program has been integrated and the burden or lack thereof on the system can be assessed by both parties to this contract
5. The contract provides for extension by the agreement of the parties at existing rate

Made by: Barrette. Seconded by: Callum Jr. Voice vote: All in favor.

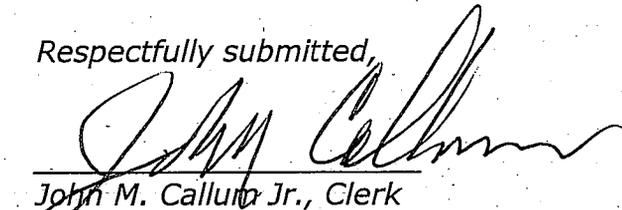
~~4:39 Marc Hathaway left the room.~~

Agenda Item No. 2 New Business – Unity Complex Office Space

Mr. Chanis noted he held a conversation with the CEO of West Central Behavioral Health Services; the WCBHS office in Claremont is looking for office space, and asked if the County had any available. Chanis will be meeting the CEO in Unity to tour the recently vacated Transitional Housing Unit, which was located on the second floor of Sanders Building – the area needs updating, but passes fire code.

4:40 Motion: to adjourn the meeting. Made by: Callum Jr. Seconded by: Barrette. Voice vote: All in favor.

Respectfully submitted,



John M. Callum Jr., Clerk
Board of Commissioners

JMC/sc

Date approved: _____

07/19/11

RELEASE OF POTENTIAL CLAIM
IN RE: RICCI CONSULTANTS

Pursuant to RSA 28:19 the Sullivan County Commissioners authorize the County Attorney to execute an agreement with Ricci Consultants wherein Ricci Consultants and Sullivan County mutually release each other from the rights, responsibilities and obligations and any claims arising out of a contract between Sullivan County and Ricci Consultants dated June 22, 2010 for GASB 45 accounting services.

That pursuant to RSA 28-8 the Commissioners of Sullivan County waive the requirement of competitive bidding with respect to an equipment and maintenance contract with Connor & Connor and the Sullivan County Attorney's Office. The contract is for one year lease of five (5) computer/workstations (with basic software) and maintenance, maintenance on a sixth computer (victim witness), lease and maintenance on Fujitsu-5750c scanner with networked PC and County Attorney Records Maintenance Software and Software maintenance. In addition there is time and materials maintenance on two county owned servers. The contract is for \$6000.00/\$500.00 a month. The rationale for not putting this contract out for complete bidding includes:

- The contract is a lease/maintenance agreement and which may not technically require competitive bidding
- The capital investment by Connor and Conner required for this lease agreement makes the price reasonable
- The customized scanning programming developed by Connor & Connor and currently being used the County Attorney's Office interfaces with the 6 computers which are the subject of this lease/maintenance contract. It is highly desirable to have both the computers, basic software and the scanning equipment and scanning software provided by and maintained by the same provider
- Connor and Connor, with whom the Sullivan County Attorney's Office has had a long standing relationship, will seek to negotiate a long term maintenance contract at the end of this contract and after the new Karpel software program has been integrated and the burden or lack thereof on the system can be assessed by both parties to this contract
- The contract provides for extension by the agreement of the parties at existing rate

TITLE II COUNTIES

CHAPTER 28 COUNTY COMMISSIONERS

Section 28:8

28:8 Competitive Bidding on Purchases. – Any purchase of equipment or materials made by a county in an amount exceeding \$5,000 shall be by competitive bidding, provided that the county commissioners by unanimous vote may waive the provisions for such bidding. In case the commissioners so vote a copy of such action shall be recorded in their offices with a statement of the reason therefor and such record shall be open to public inspection. Orders for equipment or material to be delivered at different times where the single delivery may be less than \$5,000 but the total order exceeds that amount shall be construed as coming within the provisions hereof requiring competitive bidding.

Source. 1941, 108:1. RL 47:8. 1949, 165:1. RSA 28:8. 1979, 200:3, eff. July 1, 1979. 1998, 50:1, eff. July 4, 1998.