

**COUNTY COMMISSIONERS' WORK SESSION AGENDA**  
**TUESDAY, MAY 24, 2016**

**9:00 A.M.:**

**EXECUTIVE SESSION:**

Christina Hausner, County Solicitor

**10:00 A.M.:**

**PUBLIC SESSION:**

Postpone approval of May 10, 2016 Work Session Minutes and May 17, 2016 Work Session Minutes.

**Re-announcement:**

The County of Lancaster will conduct public hearings to discuss the County's proposed Human Services Block Grant categorical funding allocations for Fiscal Year 2016-2017 on the following dates:

Wednesday, June 8, 2016 at 6:00 p.m., Public Safety Training Center, 101 Champ Boulevard, Manheim;

Monday, June 13, 2016 at 3:00 p.m., Room 701, 150 North Queen Street, Lancaster;

Wednesday, June 29, 2016 at 9:15 a.m. during the County Commissioners' Meeting, Room 701, 150 North Queen Street, Lancaster, at which time the Board of Commissioners will consider the adoption of the Human Services Block Grant categorical funding allocations for Fiscal Year 2016-2017.

The block grant encompasses mental health and intellectual disabilities base funds, Act 152 drug and alcohol funds, behavioral health services initiative funds, Human Services Development Fund, child welfare special grants and homeless assistance funding.

Public participation is invited.

**Announcement:**

An evening Commissioners' Meeting will be held on Wednesday, June 15, 2016 at 7:00 p.m. at Elizabethtown Borough Municipal Building, 600 South Hanover Street, Elizabethtown, Pennsylvania. There will be no Commissioners' Meeting scheduled for Wednesday morning, June 15, 2016 at 9:15 a.m.

**10:00 a.m.**

Kelly Decker, Business Administrator, Youth Intervention Center – Agreement (please refer to motion on tomorrow's agenda)

**10:05 a.m.**

Randy Gockley, Coordinator, Emergency Management Agency – Budget Adjustments (please refer to Resolution No. 45 of 2016 on tomorrow's agenda)

**10:10 a.m.**

David Mueller, Director, Office of Juvenile Probation – Agreements (please refer to motion on tomorrow's agenda)

"continued"

**County Commissioners' Work Session Agenda**

**Tuesday, May 24, 2016**

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**10:20 a.m.** Pamela Grosh, Director, Victim/Witness Services, District Attorney's Office – Grant Application (please refer to motion on tomorrow's agenda)

**10:25 a.m.** Lawrence George, Executive Director, or Judy Erb, Deputy Director of Administration, Behavioral Health/Developmental Services – Agreements (please refer to motion on tomorrow's agenda)

**10:30 a.m.** Robert Bini, Director for Transportation Planning, and Marilyn Sachs, Fiscal Technician, Planning Commission – Amended Agreement (please refer to motion on tomorrow's agenda) and Budget Adjustments (please refer to Resolution No. 46 of 2016 on tomorrow's agenda)

**10:35 a.m.** Linda Schreiner, Senior Buyer, Purchasing; Harry Klinger, Director, Purchasing; and Charles Douts, Director, Facilities Management – Approval to Proceed with the Statement of Interest Process for the Selection of County Engineers (please refer to Resolution No. 47 of 2016 on tomorrow's agenda)

Other Discussion Items:

1. Appointments/Reappointments to County Boards
2. May 25, 2016 Commissioners' Meeting Agenda

**Adjourn**

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Youth Intervention Center, to approve the following:

**Agreement With:**

Luzerne County  
Wilkes-Barre, Pennsylvania

**Purpose:**

To allow Luzerne County to purchase secure detention bed space and shelter bed space at the Youth Intervention Center, with the stipulation that Lancaster County has top priority in terms of bed space usage and certain rights of refusal.

**Amount/Term:**

\$285.11/day per child for secure detention area and \$173.93/day per child for secure shelter area for the period July 1, 2015 through December 31, 2015. The rate for both secure detention and secure shelter areas shall be increased by \$50.00 per day for one Unit if the Unit requires individualized staffing, including constant watches, court ordered seclusions, medical watches and extreme mental health issues.

5/25/16

**COVER SHEET**  
**FOR**

**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:** Name and Title: Kelly Decker, Business Administrator  
 Department: Lancaster County Youth Intervention Center  
 Date: 5/16/16

**Board Action Requested:**  
 (Specify Agreement, Amended Agreement, Grant App.,  
 Change Order, Bid Award etc.)

Service Agreements  
 Luzerne County  
 111 North Pennsylvania Boulevard Suite 110  
 Wilkes-Barre, PA 18701

**Proposed Program Budget Information:**

Service	2015-16 Amount to be Approved	2014-15 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Detention Space	\$ 285.11	\$ 280.32	2.75 increase	0	
Shelter Space	\$ 173.93	\$ 170.94	2.75 increase	0	

**Term of Contract:** July 1, 2015 – December 31, 2015

**Budget Comments:** This agreement will allow Lancaster County to lower its share of the operational cost of the Center, as well as help neighboring counties.

**Program Information:**

**Description of Service:**

This action will allow other Pennsylvania Counties to purchase secure detention bed space at the Youth Intervention Center. The agreement with contracting counties is with the stipulation that Lancaster County has top priority in terms of bed space usage and certain rights of refusal. The agreement will allow Lancaster County to lower its share of the operational cost of the center, as well as help our neighboring counties.

**Complete sections pertaining to bid awards and Request for Proposals:**

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source
N/A				

**Complete Sections Pertaining to Construction Projects:**

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source
N/A			

**Date you would like the County Commissioners'**

**To take official action on this item?**

May 24<sup>th</sup>, 2016

**Who will be in attendance at the County Commissioners'**

**Work Session? Please include name and title:**

Kelly Decker, Business Administrator

**Who will be in attendance at the County Commissioners'**

**Meeting to comment on this item? Please include name and title:**

Kelly Decker, Business Administrator

**This completed document must be submitted to the Chief Clerk by 9:00 am the Thursday prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request. When there is a holiday, the request must be submitted no later than 12:00 noon on the Wednesday prior to the Meetings. Exceptions to this deadline must be authorized by the Chief Administrative Officer.**

**RESOLUTION NO. 45 OF 2016**

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster to approve the following budget adjustments:

**REVENUE ACCOUNT:**

Emergency Management Agency -  
State Grant – Haz Mat Emergency Response Fund  
A2400 12021 6321 **\$12,511.00 (+)**

**EXPENDITURE ACCOUNT:**

Emergency Management Agency -  
Supplies  
A2400 12021 7200 **\$12,511.00 (+)**

\*\*\*\*\*

**REVENUE ACCOUNT:**

Emergency Management Agency -  
State Grant – Medical Reserve Corps Grant  
A2400 12011 6321 **\$10,500.00 (+)**

**EXPENDITURE ACCOUNT:**

Emergency Management Agency -  
Supplies  
A2400 12011 7200 **\$ 6,500.00 (+)**

Emergency Management Agency –  
Services  
A2400 12011 7300 **\$ 4,000.00 (+)**

**\$10,500.00 (+)**

I, Robert T. Still, Chief Clerk to the County of Lancaster, Pennsylvania, do hereby affirm that the above motion was adopted by the Lancaster County Board of Commissioners at its regularly scheduled meeting held on the 25<sup>th</sup> day of May, 2016.

ATTEST:

\_\_\_\_\_  
Chief Clerk  
County of Lancaster, Pennsylvania  
Date: May 25, 2016

**This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.**

**COVER SHEET FOR**

**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:** Name and Title: Randall S. Gockley  
 Department: Emergency Management Agency  
 Date: May 13, 2016

**Board Action Requested:**  
 (Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.) Budget Amendment Resolution

**Provider Information: (Name, Address):**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Proposed Program Budget Information:**

Service	2016-17 Amount to be Approved	2015-2014 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Haz Mat Emergency Response Fund Grant	\$12,511.00		\$12,511.00	27% increase	State
Medical Reserve Corp Grant	\$10,500.00	0	\$10,500.00	100% increase	State

**Term of Contract:** \_\_\_\_\_

**Budget Comments:** \_\_\_\_\_

**Program Information/Description of Service:**

We received an extra 27% funding for the Haz Mat Grant than what we budget. All funds will be used for additional Haz mat Props and a trailer to do hazardous materials training at local fire companies.

The Medical Reserve Corp funding is for a grant we were not sure we were going to get at the time the budget was being Developed. All monies will be utilized for medical volunteer disaster training and supplies

**Complete sections pertaining to bid awards and Request for Proposals:**

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source

**Complete Sections Pertaining to Construction Projects:**

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source

**Date you would like the County Commissioners' To take official action on this item?:**

May 25, 2016

**Who will be in attendance at the County Commissioners' Work Session? Please include name and title:**

Randy Gockley, Coordinator

**Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:**

Randy Gockley, Coordinator

**This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request. When there is a holiday, the request must be submitted no later than 12:00 noon on the Tuesday prior to the Meetings. Exceptions to this deadline must be approved by the County Administrator.**

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Children and Youth Agency and/or the Office of Juvenile Probation, to approve the following:

<u>Agreements With:</u>	<u>For:</u>	<u>Amounts Fiscal Year 2015-2016</u>
The Bair Foundation of Pennsylvania New Wilmington, PA	Supported Foster Care	\$67.97/day
	Medically Needy Foster Care – Level I & II	\$55.91/day
	Medically Needy Foster Care – Level III & IV	\$60.78/day
	Supported Kinship Care	\$67.97/day
	Traditional Foster/Kinship Care	\$57.20/day
	Structured Intervention Foster Care	\$72.80/day
	Host Home – Room and Board	\$28.08/day
	Bethanna Southampton, PA	Foster Care – Level I
Foster Care – Level II		\$51.95/day
Foster Care – Level III		\$54.58/day
Treatment Foster Care (ages 0 – 21)		\$112.53/day
Kinship Care – Level I		\$44.39/day
Kinship Care – Level II		\$51.95/day
Treatment Kinship Care (ages 0 – 21)		\$112.53/day
Bethany Christian Services of Central Pennsylvania Lancaster, PA	Safe Families Program	\$75,000.00/year
Bethany Christian Services of Southeastern PA Elkins Park, PA	Foster Care – Level I	\$39.54/day
	Foster Care – Level II	\$51.53/day
COBYS Family Services Leola, PA	Foster Care – Level I	\$40.32/day
	Foster Care – Level II	\$59.30/day
	Foster Care – Level III	\$71.79/day
	Stand-By Foster	\$20.00/day
	Medically Fragile Foster Care – Level I	\$40.20/day
	Medically Fragile Foster Care – Level II	\$39.89/day
	Medically Fragile Foster Care – Level III	\$25.69/day
	Medically Fragile Foster Care – Level IV	\$22.31/day
Jondu, Inc. Lancaster, PA	Residential Group Home	\$154.23/day
Mid-Atlantic Youth Services Corp. Pittston Township, PA	Secure Treatment – Luzerne	\$345.00/day
	Fire Setter/Sex Offender	\$348.25/day
Sara A. Reed Children’s Center Erie, PA	Residential Treatment – Regular	\$317.00/day
	Residential Treatment – Enhanced	\$520.29/day

“continued”

<u>Agreements With:</u>	<u>For:</u>	<u>Amounts</u> <u>Fiscal Year</u> <u>2015-2016</u>
CHOR Youth and Family Services Reading, PA	Specialized Residential Treatment Center	\$323.02/day
	Residential Treatment Center	\$323.02/day
	Traditional Foster Care	\$47.39/day
	Specialized Foster Care	\$73.97/day
	Foster Care Specialized Plus	\$81.38/day
	Medically Fragile Foster Care – Level I	\$62.61/day
	Medically Fragile Foster Care – Level II	\$56.71/day

# REQUEST SUMMARY

## ITEMS FOR COMMISSIONERS' AGENDA ON MAY 25, 2016

from

Crystal A. Natan, Executive Director, Children and Youth Agency  
David H. Mueller, Director, Juvenile Probation Office

Item #	Name of Contract/ Provider	Term	Services	Amount being Requested	Percent of Increase/ Decrease	Outcomes	Trends
1	The Bair Foundation of Pennsylvania (Blair County)	7/01/15- 6/30/16	Supported Foster Care Medically Needy Foster Care-Level I & II Medically Needy Foster Care-Level III & IV Supported Kinship Care Traditional Foster/Kinship Care Structured Intervention Foster Care Host Home-Room and Board	\$67.97 \$55.91 \$60.78 \$67.97 \$57.20 \$72.80 \$28.08	0.00% 0.00% 0.00% 0.00% 0.00% 0.00%	Expected outcome goal information from providers for FY 15-16 will include the following areas: 1. Referral/Acceptance and Rejection Trends; 2. Discharge information; 3. Child arrests for delinquent behavior during placement; 4. Provider use of restraints.  These outcomes have been developed by the Department of Human Service's Office of Children, Youth and Families and are expected to be standardized among all providers throughout PA.	The Bair Foundation offers therapeutic foster care services to children with severely disturbed growth and development, inappropriate sexual behavior, intimidating and/or assaultive behavior, drug or alcohol use, and mental retardation and/or learning disabilities. Psychological and diagnostic appraisals are completed to determine basic abilities and appropriate treatment goals for each child. Youth from are referred by both Child Welfare agencies or Juvenile Probation departments. The Bair Foundation also offers traditional foster care services and CRR host home services.
2	Bethanna (Bucks County)	7/01/15- 6/30/16	Foster Care-Level I Foster Care-Level II Foster Care-Level III Treatment Foster Care (Ages 0-21) Kinship Care-Level I Kinship Care-Level II Treatment Kinship Care (Ages 0-21)	\$28.41 \$51.95 \$54.58 \$112.53 \$44.39 \$51.95 \$112.53	NA NA NA NA NA NA NA	Expected outcome goal information from providers for FY 15-16 will include the following areas: 1. Referral/Acceptance and Rejection Trends; 2. Discharge information; 3. Child arrests for delinquent behavior during placement; 4. Provider use of restraints.  These outcomes have been developed by DHS's Office of Children, Youth and Families and are expected to be standardized among all providers throughout PA.	Bethanna provides several levels of care including kinship care, therapeutic foster care, and residential services. The Treehouse program offers therapeutic foster care for emotionally disturbed children. Children are placed with families trained to provide the special care required for these children. Bethanna is also a Medical Assistance (MA) provider and is not fully JCAHO accredited.

Item #	Name of Contract/ Provider	Term	Services	Amount being Requested	Percent of Increase/ Decrease	Outcomes	Trends
3	Bethany Christian Services of Central PA	7/01/15- 6/30/16	Safe Families Program	\$75,000.00	NA	<p>1. Establish 1 local volunteer driven meeting (Community Impact Group) per month – revolves around the "Volunteer-Driven, Professionally-Supported" national model of SFFC.</p> <p>2. Two additional Lancaster County churches to become Lead Churches. Each church will provide (at minimum) 1 church coordinator, 1 Family Coach, 1 Host Family, and 1 Family Friend/</p> <p>3. Provide 36 hostings a month for Lancaster County</p> <p>4. Develop six new approved host families</p>	Safe Families for Children is a network of host families that extends the community safety net by providing parents in need – on their own or at the recommendation of a case worker – a home where they can safely place their children in times of crises. Volunteer Host Families are screened trained, and serve without financial compensation. As a result, SFFC is a voluntary, non-coercive alternative response to child protective services interventions. SFFC provides them with time to address and stabilize personal issues before child welfare involvement becomes necessary.
4	Bethany Christian Services of Southeastern PA (Montgomery County)	7/01/15- 6/30/16	Foster Care-Level I Foster Care-Level II	\$39.54 \$51.53	1.99% 2.00%	<p>Expected outcome goal information from providers for FY 15-16 will include the following areas: 1. Referral/Acceptance and Rejection Trends; 2. Discharge information; 3. Child arrests for delinquent behavior during placement; 4. Provider use of restraints.</p> <p>These outcomes have been developed by DHS's Office of Children, Youth and Families and are expected to be standardized among all providers throughout PA.</p> <p>This is a new contract. This contract is due to charges for 2 siblings had previously been shown on the Lancaster bill, we will now have a separate contract to pay for these services</p>	Bethany Christian Services provides adoptive homes and services in addition to various levels of foster care. Many of the foster parents they recruit adopt the children placed with them.

Item #	Name of Contract/ Provider	Term	Services	Amount being Requested	Percent of Increase/ Decrease	Outcomes	Trends
5	COBYS Family Services (Lancaster County)	7/01/15- 6/30/16	Foster Care: Level I Foster Care: Level II Foster Care: Level III Stand-By Foster Medical Fragile Foster Care: Level I Medical Fragile Foster Care: Level II Medical Fragile Foster Care: Level III Medical Fragile Foster Care: Level IV	\$40.32 \$59.30 \$71.79 \$20.00 \$40.20 \$39.89 \$25.69 \$22.31	2.00% 2.00% 2.00% 0.00% 2.00% 1.99% 0.00% 0.00%	Expected outcome goal information from providers for FY 15-16 includes the following areas: 1. Referral/Acceptance and Rejection Trends; 2. Discharge information; 3. Child arrests for delinquent behavior during placement; 4. Provider use of restraints.  These outcomes have been developed by DHS's Office of Children, Youth and Families and are expected to be standardized among all providers throughout PA.	COBYS provides foster care services to children aged birth through graduation or emancipation from foster care. They also provide medical foster care services for children ages 0-19 years of age. The Mother/Child program strengthens and develops independent living skills.
6	Jondu, Inc. (Lancaster)	7/01/15- 6/30/16	Residential Group Home	\$154.23	5.00%	Expected outcome goal information from providers for FY 15-16 includes the following areas: 1. Referral/Acceptance and Rejection Trends; 2. Discharge information; 3. Child arrests for delinquent behavior during placement; 4. Provider use of restraints.  These outcomes have been developed by DHS's Office of Children, Youth and Families and are expected to be standardized among all providers throughout PA.	Jondu, Inc. is the owner of Prescott House, a community-based residential service that provides care, counseling and treatment to adolescent male offenders, most of whom have been involved in some form of drug and/or alcohol abuse.
7	Mid-Atlantic Youth Services Corp. (Luzerne County)	7/01/15- 6/30/16	Secure Treatment-Luzerne Juvenile Center Fire Setter/Sex Offender	\$345.00 \$348.25	5.04% 5.05%	Expected outcome goal information from providers for FY 15-16 will include the following areas: 1. Referral/Acceptance and Rejection Trends; 2. Discharge information; 3. Child arrests for delinquent behavior during placement; 4. Provider use of restraints.  These outcomes have been developed by DHS's Office of Children, Youth and Families and are expected to be standardized among all providers throughout PA.	Mid-Atlantic Youth Services, Corp.'s (MAYS) Secure Residential Treatment Program is a highly structured, safe, and physically secure environment designed to meet the individual and group needs of delinquent male and female offenders. These offenders may often display other diagnoses such as substance abuse problems, mental health issues, and/or a history of physical and sexual abuse. This contract also includes the specialized services for Fire Setters/Sex Offenders.

Item #	Name of Contract/ Provider	Term	Services	Amount being Requested	Percent of Increase/ Decrease	Outcomes	Trends
8	Sarah A. Reed Children's Center (Erie County)	7/01/15- 6/30/16	Residential Treatment Facility-Regular Residential Treatment Facility-Enhanced	\$317.00 \$520.29	0.00% -10.34%	Expected outcome goal information from providers for FY 15-16 will include the following areas: 1. Referral/Acceptance and Rejection Trends; 2. Discharge information; 3. Child arrests for delinquent behavior during placement; 4. Provider use of restraints.  These outcomes have been developed by the DHS's Office of Children, Youth and Families and are standardized among all providers throughout PA. Rates have been set by PerformCare, previously CBHNP.	Sarah A. Reed Children's Center provides a broad array of programs and services to address the emotional needs of children and adolescents who are having difficulty experiencing success, whether at home, in school, or in the community.  Each program/service in our continuum of care offers a safe, supportive, nurturing environment for children, adolescents, and their families to help them develop the skills necessary to experience positive growth and emotional well being.  This program offers an array of behavioral health services from community based/out patient mental health treatment to residential treatment. This program also offers a continuum of school based/education services, serving the Early Childhood population to alternative education programs as well as summer programs.
9	CHOR Youth and Family Services (Berks County)	7/01/15- 6/30/16	Specialized Residential Treatment Center Residential Treatment Center Traditional Foster Care Specialized Foster Care Foster Care Specialized Plus Medically Fragile Foster Care-Level I Medically Fragile Foster Care-Level II	\$323.02 \$323.02 \$47.39 \$73.97 \$81.38 \$62.61 \$56.71	0.00% 0.00% 3.00% 2.99% 3.00% 5.05% 5.06%	Expected outcome goal information from providers for FY 15-16 will include the following areas: 1. Referral/Acceptance and Rejection Trends; 2. Discharge information; 3. Child arrests for delinquent behavior during placement; 4. Provider use of restraints.  These outcomes have been developed by DHS's Office of Children, Youth and Families and are expected to be standardized among all providers throughout PA.	This provider offers a range of therapeutic residential treatment services for non-violent, non-predatory, adolescent male sex offenders. They also provide specialized services for other identified children such as adolescent mother/baby programs, and delinquent and dependent youth needing traditional foster care. This contract also includes foster care services for medically fragile children.

**COVER SHEET  
FOR**

CONTRACT # 1

**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:**

Name and Title: Crystal A. Natan, Executive Director

Department: Children and Youth Agency

Date: May 17, 2016

**Board Action Requested:**

Contract Approval

**Provider Information: (Name, Address):**

The Bair Foundation of Pennsylvania

241 High Street

New Wilmington, PA 16142

**Proposed Program Budget Information:**

Service	2015-16 Amount to be Approved	2014-15 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Supported Foster Care	\$67.97	\$67.97	\$0.00	0.00%	16% , 56%, 28%
Medically Needy Foster Care-Level I & II	\$55.91	\$55.91	\$0.00	0.00%	16% , 56%, 28%
Medically Needy Foster Care-Level III & IV	\$60.78	\$60.78	\$0.00	0.00%	16% , 56%, 28%
Supported Kinship Care	\$67.97	\$67.97	\$0.00	0.00%	16% , 56%, 28%
Traditional Foster/Kinship Care	\$57.20	\$57.20	\$0.00	0.00%	16% , 56%, 28%
Structured Intervention Foster Care	\$72.80	\$72.80	\$0.00	0.00%	16% , 56%, 28%
Host Home-Room and Board	\$28.08	\$28.08	\$0.00	0.00%	16% , 56%, 28%

**Term of Contract:** 7/01/15-6/30/16

**Budget Comments:**

**Program Information:**

**Description of Service:** Placement Services

**Date you would like the County Commissioners to take official action on this item?**

May 25, 2016

**Who will be in attendance at the County Commissioners Work Session? Please include name and title:**

David Mueller, Executive Director-JPO

**Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:**

Crystal A. Natan, Executive Director

David Mueller, Executive Director-JPO

**COVER SHEET  
FOR**

CONTRACT # 2

**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:**

Name and Title: Crystal A. Natan, Executive Director

Department: Children and Youth Agency

Date: May 17, 2016

**Board Action Requested:** Contract Approval

**Provider Information: (Name, Address):** Bethanna  
1030 Second Street Pike  
Southampton, PA 18966

**Proposed Program Budget Information:**

Service	2015-16 Amount to be Approved	2014-15 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Foster Care-Level I	\$28.41	NEW	NA	NA	16% , 56%, 28%
Foster Care-Level II	\$51.95	NEW	NA	NA	16% , 56%, 28%
Foster Care-Level III	\$54.58	NEW	NA	NA	16% , 56%, 28%
Treatment Foster Care (Ages 0-21)	\$112.53	NEW	NA	NA	16% , 56%, 28%
Kinship Care-Level I	\$44.39	NEW	NA	NA	16% , 56%, 28%
Kinship Care-Level II	\$51.95	NEW	NA	NA	16% , 56%, 28%
Treatment Kinship Care (Ages 0-21)	\$112.53	NEW	NA	NA	16% , 56%, 28%

**Term of Contract:** 7/01/15-6/30/16

**Budget Comments:**

**Program Information:**

**Description of Service:** Placement Services

**Date you would like the County Commissioners to take official action on this item?**

May 25, 2016

**Who will be in attendance at the County Commissioners Work Session? Please include name and title:**

David Mueller, Executive Director-JPO

**COVER SHEET**

CONTRACT # 3

**FOR**

**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:**

Name and Title: Crystal A. Natan, Executive Director

Department: Children and Youth Agency

Date: May 17, 2016

**Board Action Requested:** Contract Approval

**Provider Information: (Name, Address):**

Bethany Christian Services of Central Pennsylvania

1681 Crown Avenue, Suite 201

Lancaster, PA 17601

**Proposed Program Budget Information:**

Service	2015-16 Amount to be Approved	2014-15 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Safe Families Program	\$75,000	NEW	NA	NA	16% , 56%, 28%

**Term of Contract:** 7/01/15-6/30/16

**Budget Comments:**

**Program Information:**

Description of Service: Safe Families program

Date you would like the County Commissioners to take official action on this item?

May 25, 2016

Who will be in attendance at the County Commissioners Work Session? Please include name and title:

David Mueller, Executive Director-JPO

Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:

Crystal A. Natan, Executive Director

**COVER SHEET**

CONTRACT # 4

**FOR**

**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:**

Name and Title: Crystal A. Natan, Executive Director

Department: Children and Youth Agency

Date: May 17, 2016

**Board Action Requested:** Contract Approval

**Provider Information: (Name, Address):**

Bethany Christian Services of Southeastern PA

7827 Old York Road

Elkins Park, PA 19027

**Proposed Program Budget Information:**

Service	2015-16 Amount to be Approved	2014-15 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Foster Care-Level I	\$39.54	\$38.77	\$0.77	1.99%	16% , 56%, 28%
Foster Care-Level II	\$51.53	\$50.52	\$1.01	2.00%	16% , 56%, 28%

**Term of Contract:** 7/01/15-6/30/16

**Budget Comments:**

**Program Information:**

**Description of Service:** Placement Services

**Date you would like the County Commissioners to take official action on this item?**

May 25, 2016

**Who will be in attendance at the County Commissioners Work Session? Please include name and title:**

David Mueller, Executive Director-JPO

**Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:**

Crystal A. Natan, Executive Director  
David Mueller, Executive Director-JPO

**COVER SHEET**

**CONTRACT # 5**

**FOR  
CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:**

Name and Title: Crystal A. Natan, Executive Director

Department: Children and Youth Agency

Date: May 17, 2016

**Board Action Requested:** Contract Approval

**Provider Information: (Name, Address):**

COBYS Family Services

1417 Oregon Road

Leola, PA 17540

**Proposed Program Budget Information:**

Service	2015-16 Amount to be Approved	2014-15 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Foster Care: Level I	\$40.32	\$39.53	\$0.79	2.00%	16% , 56%, 28%
Foster Care: Level II	\$59.30	\$58.14	\$1.16	2.00%	16% , 56%, 28%
Foster Care: Level III	\$71.79	\$70.38	\$1.41	2.00%	16% , 56%, 28%
Stand-By Foster	\$20.00	\$20.00	\$0.00	0.00%	16% , 56%, 28%
Medical Fragile Foster Care-I <sup>level</sup>	\$40.20	\$39.41	\$0.79	2.00%	16% , 56%, 28%
Medical Fragile Foster Care-II	\$39.89	\$39.11	\$0.78	1.99%	16% , 56%, 28%
Medical Fragile Foster Care-III	\$25.69	\$25.69	\$0.00	0.00%	16% , 56%, 28%
Medical Fragile Foster Care-IV	\$22.31	\$22.31	\$0.00	0.00%	16% , 56%, 28%

**Term of Contract:** 7/01/15-6/30/16

**Budget Comments:**

**Program Information:**

**Description of Service:** Placement Services

**Date you would like the County Commissioners to take official action on this item?**

May 25, 2016

**Who will be in attendance at the County Commissioners Work Session? Please include name and title:**

David Mueller, Executive Director-JPO

**Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:**

Crystal A. Natan, Executive Director

David Mueller, Executive Director-JPO

**COVER SHEET**

CONTRACT # 6

**FOR**

**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:**

Name and Title: David H. Mueller, Director JPO

Department: Juvenile Probation Office

Date: May 17, 2016

**Board Action Requested:** Contract Approval

**Provider Information: (Name, Address):**

Jondu, Inc.

520 South Shippen Street

Lancaster, PA 17602

**Proposed Program Budget Information:**

Service	2015-16 Amount to be Approved	2014-15 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Residential Group Home	\$154.23	\$146.89	\$7.34	5.00%	16% , 56%, 28%

**Term of Contract:** 7/01/15-6/30/16

**Budget Comments:**

**Program Information:**

**Description of Service:** Placement Services

**Date you would like the County Commissioners to take official action on this item?**

May 25, 2016

**Who will be in attendance at the County Commissioners Work Session? Please include name and title:**

David Mueller, Executive Director-JPO

**Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:**

Crystal A. Natan, Executive Director

David Mueller, Executive Director-JPO

**COVER SHEET  
FOR**

CONTRACT # 7

**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:**

Name and Title: David H. Mueller, Director JPO

Department: Juvenile Probation Office

Date: May 17, 2016

**Board Action Requested:** Contract Approval

**Provider Information: (Name, Address):**

Mid-Atlantic Youth Services Corp.

Luzerne County Juvenile Court

701 Sathers Drive

Pittston Township, PA 18640

**Proposed Program Budget Information:**

Service	2015-16 Amount to be Approved	2014-15 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Secure Treatment-Luzerne	\$345.00	\$328.44	\$16.56	5.04%	16% , 56%, 28%
Fire Setter/Sex Offender	\$348.25	\$331.50	\$16.75	5.05%	16% , 56%, 28%

**Term of Contract:** 7/01/15-6/30/16

**Budget Comments:**

**Program Information:**

**Description of Service:** Placement Services

**Date you would like the County Commissioners to take official action on this item?**

May 25, 2016

**Who will be in attendance at the County Commissioners Work Session? Please include name and title:**

David Mueller, Executive Director-JPO

**Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:**

Crystal A. Natan, Executive Director

David Mueller, Executive Director-JPO

**COVER SHEET  
FOR**

CONTRACT # 8

**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:** Name and Title: Crystal A. Natan, Executive Director  
Department: Children and Youth Agency  
Date: May 17, 2016

**Board Action Requested:** Contract Approval

**Provider Information: (Name, Address):** Sarah A. Reed Children's Center  
2445 West 34<sup>th</sup> Street  
Erie, PA 16506

**Proposed Program Budget Information:**

Service	2015-16 Amount to be Approved	2014-15 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Residential Treatment-Regular	\$317.00	\$317.00	\$0.00	0.00%	16% , 56%, 28%
Residential Treatment-Enhanced	\$520.29	\$580.29	-\$60.00	-10.34%	16% , 56%, 28%

**Term of Contract:** 7/01/15-6/30/16

**Budget Comments:** Rates are paid by Medicaid at no cost to the County.

**Program Information:**

**Description of Service:** Placement Services

**Date you would like the County Commissioners to take official action on this item?**

May 25, 2016

**Who will be in attendance at the County Commissioners Work Session? Please include name and title:**

David Mueller, Executive Director-JPO

**Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:**

Crystal A. Natan, Executive Director  
David Mueller, Executive Director-JPO

**COVER SHEET  
FOR**

CONTRACT # 9

**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:**

Name and Title: Crystal A. Natan, Executive Director

Department: Children and Youth Agency

Date: May 17, 2016

**Board Action Requested:** Contract Approval

**Provider Information: (Name, Address):**

CHOR Youth and Family Services

1010 Centre Avenue

Reading, PA 19601

**Proposed Program Budget Information:**

Service	2015-16 Amount to be Approved	2014-15 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Specialized Residential Treatment Center	\$323.02	\$323.02	\$0.00	0.00%	16% , 56%, 28%
Residential Treatment Center	\$323.02	\$323.02	\$0.00	0.00%	16% , 56%, 28%
Traditional Foster Care	\$47.39	\$46.01	\$1.38	3.00%	16% , 56%, 28%
Specialized Foster Care	\$73.97	\$71.82	\$2.15	2.99%	16% , 56%, 28%
Foster Care Specialized Plus	\$81.38	\$79.01	\$2.37	3.00%	16% , 56%, 28%
Medically Fragile Foster Care-Level I	\$62.61	\$59.60	\$3.01	5.05%	16% , 56%, 28%
Medically Fragile Foster Care-Level II	\$56.71	\$53.98	\$2.73	5.06%	16% , 56%, 28%

**Term of Contract:** 7/01/15-6/30/16

**Budget Comments:**

**Program Information:**

**Description of Service:** Placement Services

**Date you would like the County Commissioners to take official action on this item?**

May 25, 2016

**Who will be in attendance at the County Commissioners Work Session? Please include name and title:**

David Mueller, Executive Director-JPO

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the District Attorney's Office – Victim/Witness Services, to approve the following:

**Grant Application With:**

Pennsylvania Commission on Crime and Delinquency  
Harrisburg, Pennsylvania

**Purpose:**

To apply for Victims of Crime Act (VOCA) funding to offer services to victims with mental illness and to expand and enhance existing services provided to elderly victims of crime and to domestic violence victims. Grant will partially fund the salaries and benefits for a Victim Advocate position to offer focused services to victims with mental illness and to elder victims and a Victim Advocate position to serve victims of domestic violence.

**Amount/Term:**

Not to exceed \$289,772.00 for the period October 1, 2016 through September 30, 2019 (100% Federal funding).

5/25/16

This completed document must be submitted to the Chief Clerk by **9:00 am** the **Wednesday** prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.

**COVER SHEET FOR**

**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:** Name and Title: Pamela Grosh  
 Department: Victim/Witness Services  
 Date: May 5, 2016

**Board Action Requested:** Victims of Crime Act (VOCA) grant competitive solicitation  
 (Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.)

**Provider Information: (Name, Address):** PA Commission on Crime and Delinquency  
 PO Box 1167  
 Harrisburg, PA 17108-1167

**Proposed Program Budget Information:**

Service	Amount to be Approved	Previous Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Services for Underserved Victims	\$289,772.00				100% Federal

**Term of Contract:** 10-1-2016 to 9-30-2019  
**Budget Comments:** I have attached the budget detail for the grant application.

**Program Information:**  
 The PA Commission on Crime and Delinquency (PCCD) recently opened competitive applications for funding under the federal Victims of Crime Act grant program. In 2014, the federal government lifted the cap on this fund resulting in an increase from \$17 million in 2014 to \$77 million in 2015. This resulted in 2 solicitations. The first was a non-competitive solicitation designed to ensure stable funding to existing VOCA recipients. Victim/Witness Services was allocated \$248,498.00 for 7-1-2016 to 6-30-2019. We filed for this grant in early March. The second competitive solicitation was released in late March. This grant was open to both existing and new recipients. The focus of this solicitation is "to promote new or enhanced service delivery for crime victims in PA". The funding was divided by geographic regions. Lancaster Count received an allocation \$1,384,864.00. At least 6 different Lancaster County

agencies have applied for this funding in Lancaster county. The total requested by the agencies exceeds the allocation by a substantial amount. The grants will be reviewed and scored competitively. Successful applicants will be notified in September.

**Description of Service:**

Victim/Witness Services submitted a grant for \$289,772.00 of Victims of Crime Act (VOCA) funds for a 3 year project. We asked for funding to cover 88% of the salaries, benefits and the costs for 2 advocates. We need to cover the remaining salary and benefit expenses through a different grant because of limitations on the types of services that can be funded through this grant. The first position is a Victim Advocate to offer focused services to victims with mental illness and to elder victims. We currently have a part-time advocate for elder victims. We have a very successful partnership with the Office of Aging to identify victims and coordinate services. However, we did not realize how many cases there were until we started this project. Last year, the advocate served 115 victims; 65 of whom were victims of financial exploitation and 24 were victims of physical/sexual abuse/ or neglect. This project was intended to focus on victims who were targeted because of their age. Having seen the benefits of a focused approach, we wish to extend the services to any elder victim.

We have never had services specifically targeted for victims with mental illness. Our own experience is that victims who have mental illness find reporting a crime, challenging; going through the legal system, frightening; and experiencing justice, tenuous. It is our belief that by partnering with BHDS and the other community organizations that serve these victims we can have the same results. BHDS has specialized services for offenders with mental illness but nothing comparable exists for victims.

In addition, we filed for a second advocate to serve victims of domestic violence. Our current advocate served 474 victims last year. These victims come to us with myriad problems resulting from their experience; financial, emotional, practical. Our ability to have an impact on those problems will frequently tip the balance in favor of a victim leaving the batterer and beginning life as a survivor in a life that is free of violence but unknown or returning to a situation that is dangerous but known

The advocates focus on providing support, orientation, accompaniment, referrals to counselors and other social service agencies, assistance with transportation, child care and other matters related to court appearances, assistance with filing Crime Victims Compensation claims, and victim advocacy.

**Complete sections pertaining to bid awards and Request for Proposals: N/A**

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source

**Complete Sections Pertaining to Construction Projects: N/A**

<b>Amount of Change Order</b>	<b>Amount of Original Budget</b>	<b>Revised Total Budget Reflecting Change</b>	<b>Define Funding Source</b>

**Date you would like the County Commissioners' To take official action on this item?:**

<sup>25</sup>  
May 18, 2016

**Who will be in attendance at the County Commissioners' Work Session? Please include name and title:**

Pamela Grosh, Victim/Witness Services

**Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:**

**This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request. When there is a holiday, the request must be submitted no later than 12:00 noon on the Tuesday prior to the Meetings. Exceptions to this deadline must be approved by the County Administrator.**

## REQUEST SUMMARY

### ITEMS FOR COMMISSIONERS' AGENDA ON MAY 18, 2015

from  
Victim/Witness Services (include department)

Item #	Name of Contract Provider	Term	Amount being Requested	Percent of Increase/Decrease	Goals (Define goals by percentages when applicable)	Trends
1.	PA Commission on Crime and Delinquency (PCCD)	10-1-2016 to 9-30-2019	\$289,772.00 in Federal Victims of Crime Act funds	Competitive grant submission- funding not previously available		

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of Behavioral Health/Developmental Services (BH/DS), to approve the following:

1. **Agreement With:**

Linda Weaver  
Willow Street, Pennsylvania

**Purpose:**

To provide support coordination services for children being served by Lancaster County Early Intervention.

**Amount/Term:**

Not to exceed \$26,550.00 for Fiscal Year 2016-2017.

2. **Agreement With:**

South Central Transit Authority  
Lancaster, Pennsylvania

**Purpose:**

To provide transportation services for individuals being served by Lancaster County Intellectual Disabilities.

**Amount/Term:**

Not to exceed \$62,394.00 for Fiscal Year 2016-2017.

REQUEST SUMMARY  
 ITEMS FOR COMMISSIONERS' AGENDA ON MAY 24, 2016  
 FROM  
 LANCASTER COUNTY BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES

I T E M #	U N I T	NAME OF CONTRACT PROVIDER	TERM	BUDGET AMOUNT BEING REQUESTED	PERCENT OF INCREASE/DECREASE	GOALS (Define goals by percentages when applicable)	TRENDS
1	EI	Linda Weaver	07/01/16 – 06/30/17	\$26,550.00	12.58% Increase	Ms. Weaver will receive service referral information from families and community partners and appropriately process the information in order to facilitate a timely and efficient initial Early Intervention experience for consumers.	Linda Weaver provides support coordination services for children being served by Lancaster County Early Intervention.
2	ID	South Central Transit Authority	07/01/16 – 06/30/17	\$62,394.00	0.00% Increase	During 2016/2017 communication regarding individuals receiving Base funds from Lancaster County Developmental Services will continue to improve. All Federal and State regulations for public transportation will be met.	South Central Transit Authority provides transportation services for individuals being served by Lancaster County Intellectual Disabilities.

**COVER SHEET FOR  
CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:** Name and Title: Lawrence M. George, Executive Director  
 Department: Lancaster County Behavioral Health/Developmental Services  
 Date: 5/18/16

**Board Action Requested:**  
 (Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.) Service Agreement Contract – Fiscal Year 2016 / 2017

**Provider Information: (Name, Address):** Weaver, Linda  
1531 Eshelman Mill Road  
Willow Street, PA 17584

**Proposed Program Budget Information:**

Service	2016-2017 Amount to be Approved	2015-2016 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Support coordination services	\$26,550.00	\$23,583.08	\$2,966.92	12.58%	90% State/10% County

**Term of Contract:** 07/01/2016 to 06/30/2017

**Budget Comments:** \_\_\_\_\_

**Program Information:** \_\_\_\_\_

**Description of Service:** Linda Weaver provides support coordination services for children being served by Lancaster County Early Intervention.

**Date you would like the County Commissioners' to take official action on this item?:** 5/24/16

**Who will be in attendance at the County Commissioners' Work Session? Please include name and title:** Lawrence M. George or Judy Erb  
BH/DS Executive Director or BH/DS Deputy Director of Administration

**Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:** Lawrence M. George or Judy Erb  
BH/DS Executive Director or BH/DS Deputy Director of Administration

**This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting.**

**COVER SHEET FOR  
CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:** Name and Title: Lawrence M. George, Executive Director  
 Department: Lancaster County Behavioral Health/Developmental Services  
 Date: 5/18/16

**Board Action Requested:**  
 (Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.) Service Agreement Contract – Fiscal Year 2016 / 2017

**Provider Information: (Name, Address):**  
South Central Transit Authority  
45 Erick Road  
Lancaster, PA 17601

**Proposed Program Budget Information:**

Service	2016-2017 Amount to be Approved	2015-2016 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Transportation Services	\$62,394.00	\$62,394.00	\$0.00	0.00%	ID Block Grant

**Term of Contract:** 07/01/2016 to 06/30/2017

**Budget Comments:**  
Payment is based upon the availability of funding. The contracted amount may need to be adjusted based upon the final allocation received by Lancaster County Intellectual Disabilities. Red Rose Transit Authority has merged with Berks Area Regional Transit Authority and the new name is South Central Transit Authority (SCTA).

**Program Information:**  
**Description of Service:** South Central Transit Authority provides transportation services for individuals being served by Lancaster County Intellectual Disabilities.

**Date you would like the County Commissioners' to take official action on this item?:** 5/24/16

**Who will be in attendance at the County Commissioners' Work Session? Please include name and title:**  
Lawrence M. George or Judy Erb  
BH/DS Executive Director or BH/DS Deputy Director of Administration

**Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:**  
Lawrence M. George or Judy Erb  
BH/DS Executive Director or BH/DS Deputy Director of Administration

**This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting.**

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Planning Commission, to approve the following:

**Amended Agreement With:**

Lancaster County Transportation Authority  
Lancaster, Pennsylvania

**Purpose:**

To revise the scope of work for the completion of PennDOT District 8-0 Work Order No. 5-A, including redistributing and increasing cost for preliminary environmental and engineering services for the Columbia Avenue, Marietta Avenue, Rohrerstown Road and Good Drive intersection areas located in East Hempfield Township and Manor Township.

**Amount/Term:**

Increase the amount of the existing contract by \$7,470.64, for a total contract amount not to exceed \$265,839.97, effective from date of execution of contract through completion of Work Order No. 5-A or December 1, 2016, whichever is earlier.

**RESOLUTION NO. 46 OF 2016**

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster to approve the following budget adjustments:

**REVENUE ACCOUNT:**

Planning Commission - **\$7,470.64 (+)**  
Pennsylvania Department of Transportation  
Work Order No. 5-A – Master Reimbursement Agreement 08A024  
A2600 14500 6311

**EXPENDITURE ACCOUNT:**

Planning Commission - **\$7,470.64 (+)**  
Lancaster County Transportation Authority –  
Columbia Avenue, Rohrerstown Road, Marietta Avenue and  
Good Drive Intersection Improvements  
Preliminary Engineering  
Work Order No. 5-A  
A2600 14500 7318

I, Robert T. Still, Chief Clerk to the County of Lancaster, Pennsylvania, do hereby affirm that the above motion was adopted by the Lancaster County Board of Commissioners at its regularly scheduled meeting held on the 25<sup>th</sup> day of May, 2016.

ATTEST: \_\_\_\_\_

Chief Clerk  
County of Lancaster, Pennsylvania  
Date: May 25, 2016

5/25/16

# REQUEST SUMMARY

## ITEMS FOR COMMISSIONERS' AGENDA ON MAY 25, 2016

from

James R. Cowhey, AICP, Executive Director, Planning Commission

Item #	Name of Contract Provider	Term	Amount being Requested	Percent of Increase/Decrease	Goals (Define goals by percentages when applicable)	Trends
1.	Lancaster County Transportation Authority  PennDOT Contract #08A024 - Work Order 5-A  Marietta Avenue, Columbia Avenue, Rohrerstown Road and Good Drive Intersection Improvements - Preliminary Engineering by LCIA - MPMS # 94910	Effective from date of execution through completion of Work Order 5-A or 12/1/2016, whichever is earlier.	Contract Amount \$258,369.33  Amended Contract Amount \$265,839.97	Increase of \$7,470.64	Scope of Work includes engineering services for intersections of Rohrerstown Road, Good Drive, Marietta Avenue and Columbia Avenue improvements project located in East Hempfield Township and Manor Township.	Funding for project provided by Agreement 08A024- Work Order No. 5-A between PennDOT and the County of Lancaster.
2.	Budget Resolution		\$7,470.64	100% Federal	Completion of Project: - Preliminary Engineering MPMS# 94910	Funding for project provided by Agreement 08A024- Work Order No. 5-A between PennDOT and the County of Lancaster.

This completed document must be submitted to the Chief Clerk by **9:00 am** the **Wednesday** prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.

**COVER SHEET FOR**

**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:** Name and Title: James R. Cowhey, AICP, Executive Director  
 Department: Planning  
 Date: 5/16/2016

**Board Action Requested:**  
 (Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.)  
 Approve agreement between the County of Lancaster and the Lancaster County Transportation Authority for completion of PennDOT District 8-0 Work Order 5-A – Columbia Avenue, Marietta Avenue, Good Drive & Roherstown Road – Preliminary Engineering MPMS #94910

**Provider Information: (Name, Address):**  
 Lancaster County Transportation Authority  
 150 N. Queen St., Suite 320  
 Lancaster, PA 17603

**Proposed Program Budget Information:**

Service	2016 Amount to be Approved	2015 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Work Order 5-A –Columbia Avenue, Marietta Avenue, Good Drive and Roherstown Road -Preliminary Engineering by LCTA - MPMS # 94910	\$265,839.97		\$7,470.64		100% Federal

**Term of Contract:** Effective from Date of Execution through Completion of Work Order 5-A or 12/1/2016, whichever is earlier.

**Budget Comments:** Original Contract Amount \$258,369.33 Amended Contract Amount \$265,839.97

**Program Information:**

**Description of Service:**

Funding for project provided by Agreement 08A024 – Work Order No. 5-A – between PennDOT and the County of Lancaster. Scope of work includes revising scope of work and redistributing and increasing cost for preliminary environmental and engineering services for the Columbia Avenue, Marietta Avenue, Rohrerstown Road and Good Drive intersection areas located in East Hempfield Township and Manor Township.

**Complete sections pertaining to bid awards and Request for Proposals:**

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source
N/A	N/A	N/A	N/A	N/A

**Complete Sections Pertaining to Construction Projects:**

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source
N/A	N/A	N/A	N/A

**Date you would like the County Commissioners' To take official action on this item?:**

5/25/2016

**Who will be in attendance at the County Commissioners' Work Session? Please include name and title:**

Robert Bini, AICP, Director for Transportation Planning  
Marilyn Sachs, Fiscal Technician

**Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:**

James R. Cowhey, AICP, Executive Director  
Robert Bini, AICP, Director for Transportation Planning

**This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request. When there is a holiday, the request must be submitted no later than 12:00 noon on the Tuesday prior to the Meetings. Exceptions to this deadline must be approved by the County Administrator.**

## RESOLUTION NO. 47 OF 2016

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_;

**WHEREAS**, the Purchasing Department, on behalf of the Board of Commissioners and Facilities Management Department, is seeking approval to proceed with the Statement of Interest process for the selection of two County Engineers; and

**WHEREAS**, the Purchasing Department is recommending the selection of two County Engineers which will remove any conflict of interest between design and inspection concerns and allow for cost control; and

**WHEREAS**, it is recommended that the County Engineers not only be engaged for bridge and NBIS bridge inspection, but also traffic design and studies, transportation planning, land planning and management, urban planning, right-of-way acquisition services, environmental studies, storm water modeling and design, hydraulics and hydrology, survey, plan review services, bidding services, construction management and inspection in accordance with PennDOT publication 10A.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA**, to proceed with the Statement of Interest process for the selection of two County Engineers as set forth herein and as proposed by the Purchasing Department.

**BE IT FURTHER RESOLVED** to approve an "Agreement to Authorize Electronic Access to PennDOT Systems" with the Pennsylvania Department of Transportation, Bureau of Project Delivery, for the Engineering and Construction Management System in compliance with current versions of Right to Know Law; Contractor Integrity Provisions; Americans with Disabilities Act; Contractor Responsibility Provisions; Nondiscrimination/ Sexual Harassment Clause; and Offset Provisions.

**BE IT FURTHER RESOLVED** to adopt PennDOT's "Policy and Procedure for Consultant Selection" Document as per Publication 93.

**BE IT FURTHER RESOLVED** to appoint a Selection Committee comprised of five members as follows: a. County 's Chief Clerk or Designee; b. County's Solicitor or Designee; c. County's Director of Facilities Management or Designee; d. County's Planning Commission Executive Director or Designee; and e. Board of Commissioners' Public Representative.

**BE IT FURTHER RESOLVED** to charge the Selection Committee with reviewing all submitted Statements of Interest and ranking the top three firms for consideration by the Board of Commissioners.

**BE IT FURTHER RESOLVED** that the top three firms be required to present their credentials and qualifications as set forth in the Statements of Interests at a public Board of Commissioners' Meeting.

**BE IT FURTHER RESOLVED** that the Board of Commissioners select the two firms to be submitted to PennDOT for approval and that upon approval of the two firms by PennDOT, separate contracts identifying the primary engineer and alternate engineer be negotiated directly by the County of Lancaster for general County Engineer services exclusive of bridge and NBIS bridge inspections.

This completed document must be submitted to the Chief Clerk by **9:00 AM** the **WEDNESDAY** prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.

**COVER SHEET FOR**  
**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:** Name and Title: Linda Schreiner, Senior Buyer  
 Department: Purchasing  
 Date: May 18, 2016

**Board Action Requested:**  
 (Specify Agreement, Amended Agreement, Grant App.,  
 Change Order, Bid Award etc.)

Approval to Proceed – Statement of Interest for County Engineer

**Provider Information: (Name, Address):**

**Proposed Program Budget Information:**

Service	2016-17 Amount to be Approved	2015-2016 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)

**Term of Contract:** Tentative Term: no more than five (5) years effective November 1, 2016

**Budget Comments:**

**Program Information:**

**Description of Service:**

Purchasing, on behalf of the Board of Commissioners and Facilities Management, is seeking approval to proceed with the issuance of a Statement of Interest for two (2) County Engineers. The Statement of Interest process being utilized is a blended County and PennDOT process. County is looking to appoint a primary engineer and alternate engineer for general County engineer services while ensuring that the engineers meet PennDOT requirements.

In order to remain transparent in this process, we would like to present the proposed policy and procedure for the appointment of a County Engineer as outlined by PennDot. Attached to the work session request, you will find the following documents; Agreement to Authorize Electronic Access to PennDOT Systems, Form 7A - PennDOT policy and procedure consultant selection document, Publication 93 Diagram C "Modified Selection Procedures", Publication 93 Diagram E "Assigning a Project to the Municipal Engineer", proposed project timeline, Engineering and Construction Management System (ECMS) advertisement of the Statement of Interest, LNP newspaper advertisement of the Statement of Interest, the selection committee evaluation form and the selection committee member signoff form.

The PennDOT process for the selection of a "municipal engineer" is used when either there is not adequate internal engineering staff to support a project or there is no engineering staff within a municipality. Form 7A – PennDOT policy and procedure consultant selection document outlines the process for selecting a municipal engineer. These procedures must be followed to ensure we are in compliance in order to receive any future funds for federal-aid highway projects. In an effort to remain transparent, we would like to note that the PennDOT process also addresses conflict of interest and code of conduct as it relates to the selection committee participants. Discussions regarding Conflict of Interest and code of conduct were had with the Solicitor and the Chief Clerk. As a result of these discussions, it was determined that conflict of interest and code of conduct are covered as part of the Policy and Procedure Manual of the County of Lancaster – Section A6 & A7 and the Election Code's finance reporting requirements and as such selection committee members, will be able to appropriately sign the selection committee member signoff form as part of this process. It has been determined that decisions made by the Board of Commissioners are public and therefore are not considered confidential. Furthermore, all concerns related to conflict of interest and code of conduct specific to the Board of Commissioners are addressed by the Public Official and Employee Ethics Act, the Policy and Procedure Manual of the County of Lancaster, the County Code and the Election Code's campaign finance reporting requirements to which each County Commissioner is subject.

While the procedural document suggests the selection of one municipal engineer, we are recommending the selection of two (2) County Engineers. The selection of two (2) County Engineers will remove any conflict of interest between design and inspection concerns, as well as allowing for cost control. In addition to the selection of two (2) County Engineers, we are recommending the engineers not only be engaged for bridge and NBIS bridge inspection but also traffic design and studies, transportation planning, land planning and management, urban planning, right-of-way acquisition services, environmental studies, storm water modeling and design, hydraulics and hydrology, survey, plan review services, bidding services, construction management and inspection in accordance with PennDOT publication 10A.

We are recommending a selection committee comprised of five (5) members, as follows; a. County's Chief Clerk or designee, b. County's Solicitor or designee, c. County's Director of Facilities Management or designee, d. County's Planning Commission Director or designee and e. Board of Commissioners' approved Public Representative. The selection committee process will be overseen by the Purchasing department. The selection committee will review all submitted Statements of Interest (SOI). SOI's will be ranked and the top three (3) firms inclusive of SOI's ranking will be submitted to the Board of Commissioners for consideration. The top three (3) firms will be required to make a presentation of their SOI at a public Board of Commissioners meeting. If the evaluation or presentation process require further clarification, questions will be compiled in a written format and be conveyed to the appropriate firms for explanation. The Board of Commissioners will then select the two (2) firms to be submitted to PennDOT for approval. Upon approval from PennDOT, separate contracts identifying the primary engineer and alternate engineer will be negotiated directly by the County of Lancaster for general County Engineer services, exclusive of bridge and NBIS bridge inspections, which shall not require the approval or signature of PennDOT.

**Complete sections pertaining to bid awards and Request for Proposals:**

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source

**Complete Sections Pertaining to Construction Projects:**

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source

**Date you would like the County Commissioners'  
To take official action on this item?:**

---

**May 25, 2016**

---

**Who will be in attendance at the County Commissioners'  
Work Session? Please include name and title:**

---

Linda Schreiner, Senior Buyer  
Harry Klinger, Director of Purchasing  
Charlie Douts, Director of Facilities Management

---

**Who will be in attendance at the County Commissioners'  
Meeting to comment on this item? Please include name  
and title:**

---

Linda Schreiner, Senior Buyer  
Harry Klinger, Director of Purchasing  
Charlie Douts, Director of Facilities Management

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Agreement No: \_\_\_\_\_

Federal ID No.: 23-6003055

User ID Code: \_\_\_\_\_

**AGREEMENT TO AUTHORIZE  
ELECTRONIC ACCESS TO PENNDOT SYSTEMS  
(POLITICAL SUBDIVISIONS)**

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this 18<sup>th</sup> day of May, 2016, by and between the Commonwealth of Pennsylvania, acting through the Bureau of Project Delivery of the Department of Transportation, hereinafter referred to as DEPARTMENT,

AND  
COUNTY of LANCASTER, PA  
(NAME OF APPLICANT)

150 North Queen Street – Suite 712 Lancaster, PA 17603  
(REGISTERED OR PRINCIPAL OFFICE LEGAL ADDRESS OF APPLICANT)

717.299.8258  
(PRINCIPAL OFFICE PHONE NUMBER)

hereinafter referred to as APPLICANT, a political subdivision of the Commonwealth of Pennsylvania, acting through its proper officials.

WHEREAS, the APPLICANT desires to register as a DEPARTMENT business partner to be permitted electronic access to the **Engineering and Construction Management System** (hereinafter referred to as "System" whether singular or plural) for the purposes of entering information into and exchanging data with the System; and

WHEREAS, the DEPARTMENT, in furtherance of the powers and duties conferred on it by Section 2002 of the Administrative Code of 1929, as amended, 71 P.S. Section 512, to design and construct state highways and other transportation facilities and to enter into contracts for this purpose, is willing to permit the APPLICANT to electronically submit technical proposals, invoices, engineering plans, designs and other documents necessary to design and construct transportation projects as part of the DEPARTMENT'S program to use the System; and

WHEREAS, Sections 2001.1 of the Administrative Code of 1929, as amended (71 P.S. §§ 511.1) authorizes the DEPARTMENT, through the Secretary of transportation, to enter into all necessary contracts and agreements with the proper agencies of any governmental, federal, state or political subdivision, "for any purpose connected in any way with the Department of Transportation of the Commonwealth of Pennsylvania."

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises expressed in this document, and intending to be legally bound, the parties agree as follows:

1. The APPLICANT is responsible for furnishing and assuming the total costs of all software and hardware necessary to connect to the System. Such software shall include an operating system, an Internet browser and any software needed to operate a modem. The APPLICANT is responsible for the procurement and cost of any data communications lines required to connect to the System. The APPLICANT is responsible for the cost of telephone lines and usage.
2. The APPLICANT will permit access to the System as the DEPARTMENT shall direct.

3. The APPLICANT will implement appropriate security measures to insure that only authorized employees of the APPLICANT will have access to and enter data into the System. The APPLICANT agrees to assign only its current employees User Identification Internet System access codes ("User ID codes") provided to the APPLICANT by the DEPARTMENT. The APPLICANT agrees to assign a separate and distinct User ID code to each current employee who will concur in awards, sign contracts and approve payments. The APPLICANT agrees to accept full responsibility for controlling the User ID codes that the APPLICANT assigns to the employees of the APPLICANT. The APPLICANT agrees to deactivate an employee's User ID code immediately upon the employee's separation and/or dismissal from the employ of or association with the APPLICANT. The APPLICANT agrees that the APPLICANT'S employees may not share User ID codes. The APPLICANT agrees to be liable for the items negligently submitted under one of its assigned User ID codes and for the negligent submissions, actions or omissions of anyone using a User ID code of the APPLICANT or the APPLICANT'S employee.
4. The DEPARTMENT shall make provisions for the APPLICANT to obtain initial training for the System. This training may not include any non-System program topics, nor may it include training on any other computer hardware or software, including, but not limited to, operation of a personal computer.
5. The DEPARTMENT will make reasonable attempts (barring unforeseen interruptions due to calamity, natural disaster or technical impossibility) to make the System available for on-line access 24 hours per day, seven days per week. The DEPARTMENT will provide support only during normal business hours of the DEPARTMENT offices (7:30 AM until 4:30 PM.)
6. This Agreement shall continue until terminated by either Party, at any time, without cause, within fifteen (15) days upon receipt of written notice thereof. Any material breach of this Agreement by either Party shall entitle the other Party to terminate this Agreement without prejudice to its rights or remedies available at law or in equity. Upon termination or expiration of this Agreement, the APPLICANT shall cease and shall cause its users to cease attempts to access the System.
7. The APPLICANT shall comply with the current versions of the following:
  - Right to Know Law, attached as Exhibit A
  - Contractor Integrity Provisions, attached as Exhibit B
  - Americans with Disabilities Act, attached as Exhibit C
  - Contractor Responsibility Provisions, attached as Exhibit D
  - Nondiscrimination/Sexual Harassment Clause, attached as Exhibit E
  - Offset Provision, attached as Exhibit F
8. This Agreement embodies the entire understanding between the DEPARTMENT and APPLICANT and there are no contracts, agreements, or understanding with reference to the subject matter hereof which are not merged herein.

**ATTEST:**

County of Lancaster, PA  
(Print APPLICANT'S Name)

**BY:**

\_\_\_\_\_  
(Signature) (Date)

Robert T. Still  
Print Name

Chief Clerk  
(Title)

\_\_\_\_\_  
(Signature) (Date)

Dennis P. Stuckey  
Print Name

Chairman, County of Lancaster Board of Commissioners  
(Title)

\_\_\_\_\_  
(Signature) (Date)

Joshua G. Parsons  
Print Name

Vice-Chairman, County of Lancaster Board of Commissioners  
(Title)

\_\_\_\_\_  
(Signature) (Date)

Craig E. Lehman  
Print Name

Commissioner, County of Lancaster Board of Commissioners  
(Title)

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

**BY:** \_\_\_\_\_  
(DEPARTMENT Signatory and Date)

**APPROVED AS TO LEGALITY AND FORM**

**BY:** \_\_\_\_\_  
Chief Counsel DATE

Preapproved form:  
OGC No. 18-FA-28.0  
Approved OAG 05/06/2013

MAIL COMPLETED AGREEMENT TO:  
System Registration  
PA Department of Transportation  
Bureau of Project Delivery, Systems Management Section  
P.O. Box 3662  
Harrisburg, PA 17105-3662

## Exhibit A: Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (RTKL) applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
  1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure; the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.**
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.**

**Revised July 2, 2012**

## Exhibit B: Contractor Integrity Provisions

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - e. **"Financial Interest"** means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
  - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

### **Exhibit C: Provisions Concerning The Americans With Disabilities Act**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, user a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under *Title II of The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

### **Exhibit D: Contractor Responsibility Provisions**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth if its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

## **Exhibit E: Nondiscrimination/Sexual Harassment Clause [Contracts]**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

### **Exhibit F: Offset Provision**

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

## POLICY AND PROCEDURE FOR CONSULTANT SELECTION

The following procedures have been adopted by the County of Lancaster, PA as authorized by action of the Board of Commissioners on May 25, 2016. These procedures shall be used for the orderly determination of the need to use consulting engineering firms, qualification and selection of firms, and general administration and monitoring of the engineering agreements.

An advertisement including the DBE Goal Request will be submitted in ECMS to PennDOT's Contract Management Section. Advertising the request for statements of interest from consulting firms interested in performing the required engineering services is governed by municipal Home Rule Charters, codes or statutes. The advertisement may need to appear in at least one newspaper of general circulation.

The advertisement will include the following information:

- a) Location and brief description of the required engineering services.
- b) Indication of the method of procurement as competitive negotiations;
- c) A statement that the County of Lancaster encourages responses from small firms, minority firms, and firms who have not previously performed work for the County of Lancaster.
- d) The Disadvantaged Business Enterprise Goal, if any. Or nondiscrimination provisions to encourage the prime to notify DBE subconsultants of contracting opportunities associated with the agreement and solicit their participation, if DBE Goals are not required for the agreement.
- e) A statement that indicates whether the modified or normal selection method will be used.
- f) A list, in order of importance, of the selection criteria against which the statements of interest will be reviewed.
- g) A requirement that responding consultants must be registered business partners in ECMS with their qualification packages submitted prior to the submission of the SOI.
- h) Contact information for project discussions.
- i) Cut-off time for response to the advertisement (minimum of two weeks).

Note: For a Municipal Engineer advertisement, the Municipality has the option of submitting their advertisements for approval electronically in ECMS or by email, for newspaper advertising, as required by their Home Rules Charters, and for publishing paper advertisements in ECMS to ECMS Local Advertisements@pa.gov.

Three consultants will be selected from those consultants who submit statements of interest. A qualification selection committee, consisting of a minimum of three people:

- a. County's Chief Clerk or designee, b. County's Solicitor or designee, c. County's Director of Facilities Management or designee, d. County's Planning Commission Director or designee and e. Board of Commissioners' approved Public Representative

shall review the qualifications of consultants who submit statements of interest as well as their responsiveness to the requirements of the advertisement. The committee shall submit the top three (3) ranked firms to the County's Board of Commissioners for consideration. Documentation of consultants considered and the committee's recommendation shall be maintained in the project file. The committee shall document the reasons for their recommendation.

For selecting a consultant to perform bridge inspection, construction inspection agreements, or noncomplex or selected moderately complex projects as defined in DM1, or for selecting a consultants as County Engineer(s) a modified process may be used, and a ranking will be determined based on a review of the statements of interest.

For all other Agreements the normal selection method will be used. The Board of Commissioners shall review the recommendations of the qualification committee. The three (3) committee-recommended firms will be required to make a presentation of their Statement of Interest at a public Board of Commissioners meeting. The Board of Commissioners will then select a County Engineer and Alternate County Engineer to be submitted to the Pennsylvania Department of Transportation (hereinafter called the Department) as the selected County Engineers for approval. Upon receipt of the

approval of the County Engineers from the Department, technical proposals shall be requested for County of Lancaster requested bridge projects; technical proposals for non-bridge projects shall be provided on an as-needed basis after the negotiation of a general County Engineer Agreement.

The request for technical proposals shall include a brief written scope of work. The County Engineer and/or Alternate County Engineer will be invited to a scope of work meeting at which time the project will be explained in detail. Representatives from the Department will be invited to the meeting. The County Engineer and/or Alternate County Engineer will be advised of the applicable Federal regulations, review procedures, contract format, and administration. A copy of the Department's Publication 442 will be supplied to the County Engineer and/or Alternate County Engineer with the understanding that the specifications will be made a part of the contract. The County of Lancaster's limitations of profit, wages, etc., will be explained. The County Engineer and/or Alternate County Engineer will be given a name and phone number to contact in case they would have any questions during the preparation of their proposal.

The County of Lancaster Facilities Management Department will request a price proposal from the approved County Engineer and/or Alternate County Engineer for both general County Engineering services and bridge services, and submit the appropriate number of copies to the Department related to bridge services.

The Department will conduct the evaluation and schedule and hold negotiations on all bridge services, if necessary.

The agreement for bridge services will be prepared by the Department and circulated for signatures. A separate contract will be negotiated directly by the County of Lancaster for general County Engineer services, which shall not require the approval or signature of the Department.

It is understood that the consultant cannot begin work until the Federal authorization has been obtained, and both the engineering Agreement and the Reimbursement Agreement have been fully executed, and notification of this fact has been received by the County of Lancaster.

The Board of Commissioners will designate a person to perform liaison activities between the County of Lancaster, the Department, and the consultant.

The County of Lancaster will enter into a reimbursement agreement with the Department setting forth the methods for reimbursing the federal funds to the County of Lancaster. The reimbursement agreement will be prepared by the Department.

During the life of the engineering agreement, monthly (or at other appropriate times) meetings will be held with the consultant and the designated liaison person. The Department will be invited to attend these meetings related to bridge projects. Documentation of these meetings will be included in the project file.

Partial payment invoices for work performed will be processed as provided by Publication 442. After review of the invoices by the Director of Facilities Management, it will be paid. The invoice will in turn be forwarded to the Department with recommendation for reimbursement of the Federal and/or State share.

Prior to termination of services and payment of the final invoice, a joint review will be made by the Department and the County of Lancaster to insure the propriety of claims and that all terms and conditions of the bridge contract have been satisfied. Documentation of these findings will be submitted to the Department with the final invoice.

The County of Lancaster's designated liaison person will complete copies of the Form D-429, "Past Performance Report for Consultant Engineers", see Appendix 7F or Form D-429 CI, "Past Performance Report for Consultant Engineers Construction Inspection", see Appendix 7G.

It is understood and made part of these procedures that the employees of the County of Lancaster will neither solicit nor accept gratuities, favors, or anything of monetary value from consultants or contractors or potential consultants or

contractors. Violators of said standards will be subject to dismissal from their employment with the County of Lancaster, by order of the Board of Commissioners.

Now, Therefore Be It Resolved that the Board of Commissioners of the County of Lancaster have adopted these policies and procedures for engineering by consultants and will adhere to the rules and regulations of the Department.

NOW, THEREFORE BE IT FURTHER RESOLVED that the Board of Commissioners this 25<sup>th</sup> day of May, 2016, on behalf of the County of Lancaster hereby accept the aforesaid policies and procedures.

UPON MOTION DULY MADE and seconded, the above resolution as adopted the day and year set forth above.

ATTEST:

**COUNTY OF LANCASTER, PENNSYLVANIA**

\_\_\_\_\_  
Robert T. Still, Chief Clerk

\_\_\_\_\_  
Dennis P. Stuckey, Chairman

\_\_\_\_\_  
Joshua G. Parsons, Vice-Chairman

\_\_\_\_\_  
Craig E. Lehman, Commissioner

**PROJECT: County Engineer SOI (#16-005)**

KEY DATES	DESCRIPTION
COMPLETE	Send SOI Advertisement to Solicitor & Facilities for final review
COMPLETE	Approval of SOI by Solicitor and Facilities due
COMPLETE	Submit Work Session Cover Sheet for Project Plan Update
Wednesday, May 25, 2016	Project Plan Update to BOC
Wednesday, May 25, 2016	Send Business Partnership Agreement to PennDOT for ECMS Set-Up
Wednesday, May 25, 2016	Send SOI Advertisement to PennDOT ECMS for final review
Tuesday, June 7, 2016	Send Advertisement to Newspaper, ECMS website and County Website
Thursday, June 9, 2016	
Tuesday, June 14, 2016	Advertisement of SOI in Newspaper, ECMS website and County Website
Thursday, June 30, 2016	Selection Committee Training Meeting
Thursday, July 14, 2016 - 3:00 PM	SOI Due and Opening in Purchasing Conference Room
Thursday, July 14, 2016	Send copies of SOIs and evaluation forms to Selection Committee for review
Monday, August 1, 2016	Selection Committee Meeting #1
Thursday, August 4, 2016	Issue Follow-Up Vendor Questions
Thursday, August 11, 2016 - 3:00 PM	Vendor Responses Due
Thursday, August 18, 2016	Selection Committee Meeting #2
Thursday, August 25, 2016	Forward SOI responses and correspondence for top 3 firms to BOC
Tuesday, August 30, 2016	Submit Work Session Cover Sheet for Project Plan Update
Wednesday, September 7, 2016	Project Plan Update to BOC - SOIs Rankings for Interviews
Wednesday, September 7, 2016	Schedule BOC Presentations of SOI's
Wednesday, September 7, 2016	BOC questions due for SOI Presentations
Thursday, September 8, 2016	Issue BOC Questions to Vendors
Tuesday, September 13, 2016	Submit Work Session Cover Sheet for SOI Presentations
Thursday, September 15, 2016	Responses to BOC Questions Due from Vendors
Thursday, September 15, 2016	Forward Vendor Responses to BOC
Tuesday, September 20, 2016	Submit Work Session Cover Sheet for County Engineer Selection
Wednesday, September 21, 2016	BOC Work Session Presentations of SOI's
Wednesday, September 28, 2016	BOC Selection of County Engineers
Wednesday, September 28, 2016	Submit Recommendation, scoresheets, rankings and minutes to PennDOT for Approval
Wednesday, October 12, 2016	PennDOT Approval Due
Thursday, October 13, 2016	Begin Contract Language and Obtain Signatures on Contracts before BOC Request
Tuesday, November 8, 2016	Submit Work Session Cover Sheet
Tuesday, November 15, 2016	Commissioner's Work Session
Wednesday, November 16, 2016	Board of Commissioner's Meeting - Contract Ratification
Monday, November 1, 2016	Contract Effective Date

**REQUEST for STATEMENTS of INTEREST**  
for  
**COUNTY ENGINEER**  
**Lancaster, Pennsylvania**  
**#16-005**

Lancaster County, Pennsylvania seeks to retain the services of two (2) qualified County Engineers. The selection of the County Engineers will be valid for no more than five (5) years. The firms must be a PennDOT qualified consultant and must be a registered ECMS Business Partner as of the date of this advertisement.

Lancaster County will establish, in order of ranking, a minimum of three (3) firms for the purpose of negotiating retainer agreements based on the County's evaluation of the Statements of Interest received in response to this solicitation. The final ranking will be established directly from the Statements of Interest. The County reserves the right to interview the top (3) firms prior to final selection. Upon PennDOT's approval of selected County Engineers, technical proposals shall be requested for County of Lancaster bridge projects as defined in Publication 93 – Diagram E. A separate contract will be negotiated directly by the County of Lancaster for general County Engineer services, which shall not require the approval or signature of PennDOT.

**i. Background**

Lancaster County, known as the *Garden Spot of America* or *Pennsylvania Dutch Country*, is a county located in the south central part of the Commonwealth of Pennsylvania, in the United States. With an estimated 2015 population of 535,000, Lancaster County forms the Lancaster Metropolitan Statistical Area (MSA), the 99<sup>th</sup> largest of 361 MSA's in the U.S. The City of Lancaster is the county seat.

Lancaster County currently owns and maintains sixty-four (64) highway bridges, sixty-one (61) of which are open to vehicular traffic and three (3) that have been closed (indefinitely) for safety reasons. Twenty (20) of the sixty-four (64) bridges are covered bridges. The bridges are spread throughout the County and range in age from one (1) to over one hundred fifty (150) years old for some of the covered wooden spans.

History of the Bridge Capital Improvement Program

The County in 2009 prepared and adopted a prioritized bridge rehabilitation and replacement program, which has been reviewed and presented to the Board of Commissioners at a public meeting annually since its inception, that included a formal program for eliminating structurally deficient bridges that are lightly travelled and have a reasonable detour route around the removed bridge, a first of its kind for Pennsylvania County. The County has forty-four (44) standard bridges that are not covered bridges, mostly concrete and steel truss bridges. In 2009, thirty-three (33) of the forty-four (44) bridges (75%) were structurally deficient with twenty-four (24) of those bridges with posted weight restrictions. By the end of 2014, after six (6) bridge replacements, now twenty-seven (27) of forty-four (44) are currently deficient (61%) with eighteen (18) of those bridges with posted weight restrictions.

The County has nine (9) bridges that are "Elimination Candidates". All nine (9) bridges are structurally efficient, three (3) bridges are planned to be eliminated in 2016 and two (2) in 2017. Removing these bridges from the future inventory reduces the County to thirty-five (35) standard bridges and eighteen (18) bridges still remaining classified as structurally deficient (51%).

By the end of 2018, five (5) more standard bridges will be replaced, thereby dropping, after removing the elimination candidates, the structurally deficient bridges to thirteen (13) total (37%).

## II. Professional Services Required

The responsibilities of the selected firms may include, but are not limited to, managing a bridge capital improvement program, roadway and bridge design, NBIS bridge inspection, traffic design and studies, transportation planning, land planning and management, urban planning, right-of-way acquisition services, environmental studies, storm water modeling and design, hydraulics and hydrology, survey, plan review services, bidding services, construction management and Inspection in accordance with PennDOT publication 10A. Not all of these duties will necessarily be assigned to the primary County Engineer for each project; for instance, if the one County Engineer is tasked with bridge design, inspection of that bridge will most likely be tasked out to the other County Engineer. Interested firms must demonstrate knowledge and experience with the above mentioned tasks. Additionally, knowledge and experience with municipal zoning, subdivision and land development process, storm water management, construction and contract administration, structural engineering for buildings and general environmental regulatory compliance shall also be demonstrated. The selected firms shall have at least one (1) bridge inspection team consisting of two (2) persons available for emergency mobilization twenty-four (24) hours per day, seven (7) days per week. At least one (1) person on emergency mobilization team shall be a registered professional engineer with a license to practice in the Commonwealth. Emergency mobilization will be authorized on an as-needed basis for situations including accidents, water damage, acts of God, etc. The emergency mobilization team must be able to reach any point within the confines of Lancaster County within two (2) hours of the initial notification regardless of the time of day.

For federally funded agreements assigned to County Engineer exceeding \$100,000, there may be a DBE goal requirement.

## III. Evaluation Criteria

The County will use a modified selection process in their determination for professional engineering services. The method of procurement will be competitive negotiations.

The following factors, listed in order of importance, will be considered by the County during the evaluation of the Statements of Interest:

### Selection Criteria (in order of importance)

- Past record of performance with respect to work quality, quality assurance program, ability to meet schedules on Lancaster County, PennDOT and FHWA projects
- Qualifications of project manager, key staff and depth of personnel
- Specialized skills, technical competencies, experiences from past projects and innovative problem-solving techniques the project manager will utilize to assemble the project team to provide full County engineering services
- How will the team ensure that project schedules will be adhered to and how will the team communicate with the County on a continuing basis during the appointment?
- The team's commitment to quality control and how the team will produce project deliverables including final plans and reports of the highest quality in a timely manner

The Statement of Interest (SOI) document will be a single bound document that must include the following:

- A cover letter containing the signature of the individual who is authorized to bind the responder to the terms of this proposal.
- Contact information including the name, address, phone number and email address of the responder, the name and contact information, name address, phone number and email address, of the individual responsible for the preparation of the statement of interest and the name of principal professional that will be assigned to the County.
- An SOI document shall not exceed ten (10) pages in length, typed using 12 pt font size or larger, single spaced.
- An organizational depth chart including office location of key personnel.
- A maximum of five (5) resumes. Each resume should not be more than two (2) pages in length.
- Proof of insurance based on the following requirements:

Comprehensive General Liability (including Premises Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage; Contractual Liability/Hold Harmless Coverage):

- \$2,000,000 General Aggregate
- \$2,000,000 Products Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence
- \$ 5,000 Medical Expense (any one person)

Products and Completed Operations Insurance to be maintained for one (1) year after final payment, and the selected County Engineer will continue to provide evidence of such coverage to the County on an annual basis during that period.

Property Damage Liability Insurance will include coverage for the following hazards, as applicable:

- X (Explosion)
- C (Collapse)
- U (Underground)

**Auto Liability:**

Bodily Injury:           \$1,000,000 Each Person  
                                  \$2,000,000 Each Occurrence

Property Damage:   \$1,000,000 Each Occurrence  
                                  \$2,000,000 Combined Single Limit

**Workers' Compensation:**   Statutory

**Employers Liability:**

Bodily Injury by Accident	\$100,000.00 Each Accident
Bodily Injury by Disease	\$100,000.00 Each Employee
Bodily Injury by Disease	\$500,000.00 Policy Limit

**Umbrella Liability:**           \$10,000,000

**Professional Liability**       \$10,000,000

The County of Lancaster is to be named as an additional insured on all Commercial General Liability and Umbrella Liability coverage, and certificates of insurance must be provided reflecting the above-noted coverage. Insurance must be placed with a company licensed in Pennsylvania with a rating of "A-" or higher.

Firms submitting an SOI that does not comply with the above requirements will not be considered. Small firms, DBE firms and other firms that have not previously performed work for the County are encouraged to submit an SOI.

The County will not consider SOI's that include the firm's costs as a factor for consideration. Examples of cost factors are: the inclusion by the consultant of a reference to the firm's low overhead rate or no charge for use of other direct costs. A reference to any factors would disqualify the SOI.

An appointment will be made to two (2) of the firms that submitted an SOI that meets all of the criteria outlined in this request for SOI's and the County's evaluation of the firm's qualifications and capabilities. The County reserves the right to reject all SOI's submitted, to cancel the solicitation request under this notice, and/or re-advertise an SOI solicitation for this professional service.

To be considered, ONE (1) "ORIGINAL" Statement of Interest and SIX (6) sets of the SOI marked as "COPY", and ONE (1) complete electronic PDF copy on CD (or other generally accepted media), should be delivered or mailed to the Purchasing Office, Lancaster County Government Center, 150 North Queen Street, Suite 712, Lancaster, PA 17603 to arrive no later than 3:00 P.M., Thursday, July 14, 2016. Please place "Statement of Interest for COUNTY ENGINEER – COUNTY OF LANCASTER (16-005)" on the outside of the sealed, opaque envelope presented to the Senior Buyer. The opening will consist only of name and address recording of responders. Firms submitting a Statement of Interest document that does not comply with the above requirements will not be considered.

Questions or further clarification regarding this solicitation can be made to the County's Senior Buyer via email only at [lschreiner@co.lancaster.pa.us](mailto:lschreiner@co.lancaster.pa.us)

Greetings Audrey:

Please place the following Statement of Interest advertisement on the dates noted. Thank you.

**LANCASTER COUNTY**

Statements of Interest will be received by the Director of Purchasing, Lancaster County Government Center, 150 North Queen Street, Suite 712, Lancaster, PA 17603 until 3:00 PM of Thursday, July 14, 2016 to perform professional engineering services as one of two Appointed County Engineers. The appointment will involve but is not limited to engineering, design, and construction services. The Statement of Interest qualifications request may be obtained from the PennDOT ECMS website at [ECMS\\_Local\\_Advertisements@pa.gov](mailto:ECMS_Local_Advertisements@pa.gov)

**COUNTY OF LANCASTER, PENNSYLVANIA**

Advertise in the Lancaster Intelligencer Journal/New Era on:

Thursday, June 9, 2016

Tuesday, June 14, 2016

Send invoice and publication to:

Lancaster County Purchasing Office  
150 N. Queen Street - Suite 712  
Lancaster, PA 17603

**COUNTY of LANCASTER**  
Professional Auditing Services

PROJECT: County Engineer  
SOW: 18-005  
DEPARTMENT: Board of Commissioners and Facilities Management

Evaluator's Name: \_\_\_\_\_

Evaluations should be completed and emailed to Linda Schreiner no later than 9:00 AM on Monday, August 1, 2016.

Scoring Directions:

All scores will be expressed as a numeric value based on a total of 100 points total. Scores will be allocated to three categories each of which has one or more sub category. The total score for a category will be the

Example: Customer Service assessed as Poor would be 3.0 X 0.3 = 0.9

Vendor Name

Place scores for each vendor in the column using the following assignment:

Scoring Key

- 0.0 Insufficient data to evaluate
- 0.3 Poor
- 0.5 Marginal/does not meet expectations
- 0.7 Fair - somewhat meets expectations
- 0.8 Good - meets expectations
- 0.9 Very Good - Consistently exceeds some expectations
- 1.0 Excellent - Outstanding in all respects, consistently

SELECTION CRITERIA	Weighting Factor	EXAMPLE Only	VENDOR										
A. Qualifications of project manager, key staff and depth of personnel	20.0	0.5											
B. Past record of performance with respect to work quality, quality assurance program, ability to meet schedules on Lancaster County projects.	30.0	0.5											
C. Specialized skills, technical competencies, experiences for past projects and innovative problem-solving techniques the project manager will utilize to assemble the project team to provide full County engineering services	25.0	0.5											
D. How will the team ensure that project schedules will be adhered to and how will the team communicate with the County on a continuing basis during this appointment	15.0	0.5											
E. The team's commitment to quality control and how will the team communicate with the County on a continuing basis during this appointment.	15.0	0.5											
<b>QUALIFICATIONS of RRB Score</b>	<b>100.0</b>	<b>50.0</b>	<b>0.0</b>										
Rank													
SOI proposal <u>not</u> makes the firm's cost as a factor for consideration. Check "X" for yes. A "no" will disqualify the firm's SOI proposal.													

**CERTIFICATION:**

I hereby certify that as a member of the Evaluator/Source Selection Committee, I have evaluated the proposals of all vendors or persons who responded and rated those vendors or persons based on the above criteria to the best of my ability in a fair and equitable manner, independent of outside influence, persuasion or coercion. By signing this form I am certifying that neither I nor any members of my immediate family have a potential conflict of interest in any of the submitted firms. Further, I affirm that I will hold all information pertaining to the selection process in strict confidence, agreeing to direct any and all inquiries to the Selection Facilitator.

Signature \_\_\_\_\_

## SOI Selection Committee Instructions/Signoff

### Selection Committee Members Responsibilities and Duties:

#### **Responsibilities**

Serving as a member of a Selection Committee means that you will be entrusted with a great deal of responsibility on behalf of the County to conscientiously evaluate the submitted statements of interest within the guidelines identified below. Selection Committee members are frequently required to devote considerable time in reading statements of interest, making site visits to places of business, meeting to discuss statements of interest with other evaluators, and attending oral presentations. Acceptance of an invitation to serve on a Selection Committee should be construed as a commitment, within reasonable limits, to expend the time necessary to complete the entire selection process and to perform a thorough and impartial selection.

The following are responsibilities of each committee member for the duration of the process.

To render a fair and impartial selection based exclusively upon:

The selection criteria contained in the SOI,  
The contents of the Respondent's statement of interest,  
Information gained from clarification of statements of interest,  
Oral presentations,  
Discussions with Respondents,  
Checking sources of reference.

In addition the committee member will:

Perform the selection to the best of your ability without prejudice or bias.  
Have no conflicts of interest.  
Maintain the integrity of the procurement and selection process.

#### **Duties**

Duties of committee members include, but are not limited to the following:

- 1) Attend all meetings of the committee. At the first committee meeting a timeline is typically established for the entire selection. This should include the number and dates of future meetings, if oral presentations will be held and if so when, and where the meetings will take place. It is the responsibility of the individual members to arrange their work schedules to allow for full and complete participation.
- 2) Read the SOI and acquaint yourself with the nature of the requested services or equipment.

- 3) Each committee member shall read all statements of interest received and make appropriate notations directly on the selection forms provided, not on the statements of interest. These selection forms, with your written comments, become a permanent part of the documentation of this procurement. In some instances these forms with evaluator's notes may be made available to a protesting Respondent or its Attorney. Therefore, notes should be factual, non-inflammatory and should contain neither offensive nor inappropriate remarks. Any questions should be directed to the selection facilitator.
- 4) Notes are to be consistent with the final overall ranking of all Respondents. There should be a note for each significant area in which a Respondent is either weak or strong. Frequently, a new selection form will be provided after oral discussions, and/or revised submissions. Although each set of selection forms is retained in the permanent procurement file, only the final one should be used for the final selection and ranking.
- 5) Clearly identify deficiencies/problems with each statements of interest. Vendors responding to an SOI whose statements of interest are deemed to be reasonably susceptible of being selected for award of the contract, or potentially so, typically will be informed of problem areas identified by the committee and given an opportunity to resolve them.
- 6) Be prepared to openly discuss your findings on each statement of interest at the scheduled selection committee meetings. Also, freely discuss factors that might influence your selection, such as previous experience with a Respondent or other unique aspects of your background or frame of reference. Seek clarification from the selection facilitator on whether factors that influenced you are proper to use or might be inappropriate.
- 7) During the committee meetings, decide how many references will be checked, who will check which references (reference checking can be divided among the committee members), and what uniform questions will be asked.
- 8) Attend all oral presentations from all Respondents (duration of oral presentations is pre-determined by the committee). Formulate questions regarding parts of statements of interest needing explanation or clarifications, and/or comments regarding those sections of a statements of interest that are regarded as having deficiencies or weaknesses that could be cured.
- 9) The committee must determine if a technical and/or financial best and final offer (BAFO) is appropriate, the format used and whether more than one Respondent will receive a (BAFO).

**CERTIFICATION OF IMPARTIALITY  
FOR MEMBERS OF SELECTION COMMITTEE**

I, \_\_\_\_\_, agree to serve on a committee appointed for the purpose of evaluating statements of interest for:

**COUNTY ENGINEER**

In accepting this appointment, I acknowledge that I have read and understand the contents of the Instructions for Selection Committee Members, and I hereby affirm that I will perform selections in a fair and impartial manner, on the basis of the criteria listed in the SOI and the specific submissions of each Respondent, without any conflict of interest, bias or prejudice. By signing this form I am certifying that neither I nor any members of my immediate family have a potential conflict of interest in any of the submitted firms. Further, I affirm that I will hold all information pertaining to the selection process in strict confidence, agreeing to direct any and all inquiries to the Selection Facilitator.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Work Session 5/24/2016

Lancaster County Workforce Development Board

Appointment: Three year term through June 30, 2019

Mr. David A. Warren, Executive Director 464-7050  
Lancaster County Career & Technology Center  
PO Box 527  
Willow Street, PA 17584

Lancaster County resident

MR. DAVID A. WARREN  
EXECUTIVE DIRECTOR



# LANCASTER COUNTY CAREER & TECHNOLOGY CENTER

DR. MICHELE BALLIE  
SUPERINTENDENT OF RECORDS

MR. B. KEITH YOHN  
ASSISTANT EXECUTIVE DIRECTOR

MR. KEITH A. STOLTZFUS  
BUSINESS MANAGER

ADMINISTRATIVE OFFICES P.O. BOX 527 Willow Street, PA 17584 (717) 464-7050 FAX: (717) 464-9518

*5/13/16  
Jo: Debbie Klinge*

April 28, 2016

Commissioner Dennis Stuckey:  
150 North Queen Street  
Seventh Floor, Suite 715  
Lancaster, PA 17603

Dear Commissioner Stuckey:

Please accept this nomination of Mr. David Warren to the Lancaster County Workforce Development Board, representing Education. Mr. Warren's optimum policy-development authority at the Lancaster County Career & Technology Center, experience in working with the business community and commitment to a strong workforce in the Lancaster community will make him an exceptional member of this Board. Mr. Warren is very engaged in workforce education and has been our Executive Director for the past seven years. As we are a school with ties to the sixteen Lancaster County school districts, and all of our programs are linked with numerous businesses within Lancaster County, we believe Mr. Warren would be an asset to the Lancaster County Workforce Development Board.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

Robert S. Cronin, Jr.  
Joint Operating Committee Chairperson

Brownstown Campus  
Principal:  
Mr. Michael DelPriore  
P.O. Box 519  
Brownstown, PA 17508  
(717) 859-5100 FAX: (717) 859-4529

Mount Joy Campus  
Principal:  
Mr. David Smith  
P.O. Box 537  
Mount Joy, PA 17552  
(717) 653-3000 FAX: (717) 653-0901

Willow Street Campus  
Principal:  
Dr. James Catino  
P.O. Box 527  
Willow Street, PA 17584  
(717) 464-7050 FAX: (717) 464-9518

Health Sciences Campus  
Director:  
Mrs. Sue Garrett  
P.O. Box 527  
Willow Street, PA 17584  
(717) 464-7063 FAX: (717) 735-7072

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# David A. Warren

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P.O. Box 83  
Willow Street, PA 17584  
Work: (717) 464-7053  
Cell: (717) 380-7506  
E-mail: [dwarren@lanasterctc.edu](mailto:dwarren@lanasterctc.edu)

**Objective:** To be a resource for the Lancaster County community as a member of the Lancaster Workforce Development Board.

## Career Achievements:

- Over 16 years of educational administrative experience
- Twenty two years of educational experience within public school systems
- Experience in instructional leadership, observation, and evaluation
- Experience and knowledge of student testing procedures and accountability
- Experience in workforce education and training

## Experience:

**Executive Director** 2009 – Present  
Lancaster County Career & Technology Center  
Willow Street, PA

- *Educational Leadership over all campuses of the LCCTC system*
- *Fiscal development and management*
- *Partnership development with business and industry*
- *Chief Executive Officer over all secondary and postsecondary programs*

**Executive Director** 2005 – 2009  
Upper Bucks County Technical School  
Perkasie, PA

- *Educational Leadership over all school operations and endeavors*
- *Fiscal development and management*
- *Supervision of administrative personnel, faculty and staff*
- *Facilities management*
- *Chief Executive Officer over all secondary and postsecondary programs*

**Assistant Principal/Supervisor of Voc. Ed.** 1999 – 2005  
Bucks County Technical High School  
Fairless Hills, PA

- *Supervision, observation, evaluation, and mentoring of technical and academic faculty and support staff*
- *Facilities management and security*
- *Coordinator of state testing of career and technical students*

- *Grant writing and administration*
- *Supervision of technical curriculum development and implementation*

**Teacher – Protective Services/Department Chairperson** 1994 – 1999  
Franklin County Career and Technology Center  
Chambersburg, PA

- *Teacher of the Protective Services Program*
- *Curriculum Development*

**Education and Training Specialist** 1992 – 1994  
PA Department of Education  
Harrisburg, PA

- *Lead instructor for the PDE police training program*
- *Development and implementation of courses in legal issues, and law enforcement topics to federal, state and municipal officers*
- *Educational leadership of instructors for various programs taught the state*
- *Facilities management of the PDE Police Training Center*

**Education:**

Arcadia University, Glenside, PA 2007  
**Certificate, Superintendent Letter of Eligibility**  
*Completed certification requirements for Principal K-12 and Superintendent Letter of Eligibility*

Pennsylvania State University, University Park, PA  
**Ph. D. Program, Workforce Education and Development**  
*Ph. D. Program. Course requirements through final comprehensive examinations completed. Degree not yet completed.*

Pennsylvania State University, University Park, PA 1998  
**M.S., Workforce Education and Development**  
*Master of Science Degree in Workforce Education and Development with emphasis on educational leadership*

Shippensburg University, Shippensburg, PA 1982  
**B.S., Administration of Justice**

**Professional Certifications:**

- PA Superintendent Letter of Eligibility
- PA Principal K-12
- Director of Vocational Education
- Supervisor of Cooperative Education
- PA Teacher

**References:** Available upon request

Work Session 5/24/2016

**Agricultural Preserve Board**

Re-appointments: Three year term - May 2016 through May 2019

**H. Eugene Garber, Chairman**

771 Stone Mill Drive

Elizabethtown, PA 17022 367-1463 email HEGARBER@aol.com

**Roger Rohrer**

22 Girvin Road

Strasburg, PA 17579 687-8943 email Rrohre@fultonbank.com

**Jeffrey R Frey -Vice Chair**

13 Radcliffe Road

Willow Street, PA 17584 464-5131 email info@futureviewflowers.com

Lancaster County residents.

May 12, 2016

Dennis P. Stuckey  
Chair, Lancaster County Commissioners  
150 N. Queen St.  
Seventh Floor, Suite 715  
Lancaster, PA 17603

Dear Commissioner Stuckey,

I am proud to have served as part of the Agricultural Preserve Board for the past 23 years. During this time we achieved the preservation of 100,000 acres of farmland, and the status as the leading farmland preservation program in the country. We serve as a model to other preservation programs around the state and country, and I'm excited to continue this success.

I am just as passionate about farmland preservation now as I was 30 years ago, and I would be honored to continue my service to the County as a member of the Agricultural Preserve Board for another term.

Sincerely,



H. Eugene Garber  
771 Stone Mill Drive  
Elizabethtown, PA 17022

RECEIVED  
MAY 17 2016

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I am honored to be part of the preservation program and I still have more to offer. I would be honored to continue my service to the County as a member of the Agricultural Preserve Board for another term.

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Jeff Frey  
13 Radcliffe Road  
Willow Street, PA 17584

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As agriculture changes and regulations on farming increase, our focus on stewardship has also increased. To help meet this need, I currently serve as the Chair of the Agricultural Preserve Board's Stewardship Committee.

I would be honored to continue my service to the County as a member of the Agricultural Preserve Board for another term.

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Roger Rohrer  
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RECEIVED  
MAY 17 2016

# LANCASTER COUNTY COMMISSIONERS' MEETING

## AGENDA

MAY 25, 2016



1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Dennis Stuckey.
2. Pledge of Allegiance
3. Minutes as Distributed: Approval of May 4, 2016 Commissioners' Meeting Minutes. Postpone approval of April 6, 2016 Commissioners' Meeting Minutes, May 11, 2016 Commissioners' Meeting Minutes, and May 18, 2016 Commissioners' Meeting Minutes.
4. Old Business:
  - a. **Re-announcement:**

The County of Lancaster will conduct public hearings to discuss the County's proposed Human Services Block Grant categorical funding allocations for Fiscal Year 2016-2017 on the following dates:

Wednesday, June 8, 2016 at 6:00 p.m., Public Safety Training Center, 101 Champ Boulevard, Manheim;

Monday, June 13, 2016 at 3:00 p.m., Room 701, 150 North Queen Street, Lancaster;

Wednesday, June 29, 2016 at 9:15 a.m. during the County Commissioners' Meeting, Room 701, 150 North Queen Street, Lancaster, at which time the Board of Commissioners will consider the adoption of the Human Services Block Grant categorical funding allocations for Fiscal Year 2016-2017.

The block grant encompasses mental health and intellectual disabilities base funds, Act 152 drug and alcohol funds, behavioral health services initiative funds, Human Services Development Fund, child welfare special grants and homeless assistance funding.

Public participation is invited.

"continued"

**County Commissioners' Meeting Agenda**  
**Wednesday, May 25, 2016**  
**Page 2**

5. New Business:

- a. **Announcement:**  
An evening Commissioners' Meeting will be held on Wednesday, June 15, 2016 at 7:00 p.m. at Elizabethtown Borough Municipal Building, 600 South Hanover Street, Elizabethtown, Pennsylvania. There will be no Commissioners' Meeting scheduled for Wednesday morning, June 15, 2016 at 9:15 a.m.
- b. **Lancaster County Housing and Redevelopment Authorities - Clipper Stadium Update**  
Matthew Sternberg, Executive Director, Lancaster County Housing and Redevelopment Authorities  
Robert Still, Chief Clerk
- c. **Resolution No. 45 of 2016**  
Randy Gockley, Coordinator, Emergency Management Agency
- d. **Planning Commission - Amended Agreement**  
James Cowhey, Executive Director, Planning Commission  
Robert Bini, Director for Transportation Planning, Planning Commission
- e. **Resolution No. 46 of 2016**  
James Cowhey, Executive Director, Planning Commission  
Robert Bini, Director for Transportation Planning, Planning Commission
- f. **Youth Intervention Center – Agreement**  
Kelly Decker, Business Administrator, Youth Intervention Center
- g. **Children and Youth Agency and/or Office of Juvenile Probation – Agreements**  
Crystal Natan, Executive Director, Children and Youth Agency  
David Mueller, Director, Office of Juvenile Probation
- h. **Victim/Witness Services, District Attorney's Office – Grant Application**  
Pamela Grosh, Director, Victim/Witness Services, District Attorney's Office
- i. **Behavioral Health/Developmental Services – Agreements**  
Lawrence George, Executive Director, Behavioral Health/Developmental Services, or  
Judy Erb, Deputy Director of Administration, Behavioral Health/Developmental Services
- j. **Resolution No. 47 of 2016**  
Linda Schreiner, Senior Buyer, Purchasing  
Harry Klinger, Director, Purchasing  
Charles Douts, Director, Facilities Management

"continued"

**County Commissioners' Meeting Agenda**  
**Wednesday, May 25, 2016**  
**Page 2**

6. Business from Guests

7. Adjourn