

LANCASTER COUNTY COMMISSIONERS' WORK SESSION AGENDA

TUESDAY, FEBRUARY 17, 2026

10:00 a.m. – Conference Room #701, 7th Floor

The Work Session is being video recorded for public viewing and is available on the County's website.

1. Executive Session Announcement:

2. Minutes As Distributed: Approval of the February 10, 2026 Work Session Minutes.

3. Public Session:

a. 10:00 a.m. Department of Public Safety 911 Division – Grant Award with the Pennsylvania Emergency Management Agency (PEMA)

Paul Marler, Deputy Director of IT

b. 10:05 a.m. District Attorney's Office – Victim/Witness Services – Grant Award with the Pennsylvania Commission on Crime & Delinquency (PCCD)

Deanna Weaver, Program Director

c. 10:10 a.m. Purchasing Department on behalf of the Department of Public Safety – Agreement with Emergency Services Consulting International

Michael Armer, Buyer III

Zach Gibbons, Emergency Management and Hazmat Operations Manager

Todd Kirkpatrick, Director, Department of Public Safety Training Division

d. 10:15 a.m. Agricultural Preserve Board – Resolution No. 9 of 2026: Agricultural Conservation Easement

Matt Knepper, Director

e. 10:20 a.m. Planning Department – Resolution No. 10 of 2026: Planning Review Fees Schedule

Will Clark, Executive Director

John Hershey, Deputy Director

4. Other Discussion Items

1. Board Appointments – Agricultural Preserve Board Amended Motion

Lancaster County Housing Authority Board

2. February 18, 2026 Commissioners' Meeting Agenda

5. Business from Guests

6. Adjourn

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Department of Public Safety, to approve the following:

<u>Grant Award With:</u>	Pennsylvania Emergency Management Agency Harrisburg, PA
<u>Purpose:</u>	To recognize the grant funds for the 911 Statewide Interconnectivity Grant to be used for GIS projects.
<u>Amount/Term</u>	\$55,000.00 for the period January 1, 2026 through December 31, 2026.
<u>Funding:</u>	Pennsylvania Emergency Management Agency funds.

2/18/26

911 STATEWIDE INTERCONNECTIVITY GRANT AGREEMENT

This 911 Statewide Interconnectivity grant agreement is entered into by the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Pennsylvania Emergency Management Agency ("PEMA"), with its principal offices located at 1310 Elmerton Avenue, Harrisburg, PA 17110, and Lancaster County, with its principal offices located at P. O. Box 487, Manheim, 17545 ("Grantee").

PEMA is the Commonwealth agency responsible for distributing money from the 911 Fund established by and in accordance with 35 Pa.C.S. §5306.1. Pursuant to 35 Pa.C.S. §5306.1(d)(2), 15% of the amount in the 911 Fund is dedicated as the Statewide Interconnectivity Fund. The Grantee applied for Statewide Interconnectivity Funds to establish, enhance, operate, or maintain statewide interconnectivity of a Public Safety Answering Points ("PSAP"). PEMA determined that the Grantee is eligible to receive Statewide Interconnectivity Funds to complete its project(s).

The parties wish to set forth the terms and conditions under which PEMA will grant Statewide Interconnectivity Funds to the Grantee.

The parties, intending to be legally bound, agree as follows:

1. Grant Award. Subject to the terms and conditions of this agreement and the availability of funds, PEMA hereby grants up to \$55,000.00 in Statewide Interconnectivity Funds to the Grantee for the following approved interconnection project work plan(s) and budget(s) ("Project(s)":
 - a. \$55,000.00 for Lancaster County, Lancaster NG911 GIS Maintenance, order number 3120250038 as set forth in Attachment A.1
2. Changes to Award Amount. PEMA may increase or decrease the amount of the grant award by providing written notice of award modification to the Grantee without the need to amend this agreement. All funding increases are subject to the Governor's Office of the Budget, Comptroller's Office certification of the availability of the funding.
3. Term. The term of this agreement will commence on the date of the last Commonwealth signature ("Effective Date") and will remain in effect until January 31, 2027 ("Term"), unless sooner terminated in accordance with paragraph 6. This agreement is not binding in any way, nor will the Commonwealth or PEMA be bound, until this agreement has been fully executed and sent to the Grantee.
4. Period of Performance. The period of performance for this agreement will commence on January 1, 2026 and end on December 31, 2026 ("Period of Performance"). All grant funds must be expended or obligated by the Grantee within the Period of Performance.
5. Extension. PEMA may extend the Term, Period of Performance, or both by providing written notice of extension to the Grantee without the need to amend this agreement. No extension may result in a Term or Period of Performance that exceeds 5 years from the Effective Date of this agreement.

6. Termination. PEMA may terminate this agreement at any time for its convenience or for any reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice of termination to the Grantee and specifying the effective date of the termination.
7. Survival of Terms. The provisions and obligations set forth in paragraphs 9, 13, and 14 of will survive the termination of this agreement.
8. Commonwealth Standard Terms and Conditions. The Grantee shall comply with the Commonwealth's Standard Terms and Conditions set forth in Attachment B.
9. Compliance with Applicable Law. The Grantee shall comply with all applicable federal, state, and local laws, regulations, policies, or directives including, but not limited to, 35 Pa.C.S. §§5301-5399, as amended, and the Eligibility Factors List set forth in Attachment C. It is the affirmative, non-delegable duty of the Grantee and any employees, contractors, or other agents to maintain competency in and abide by all statutory, regulatory, and policy obligations imposed by the acceptance and expenditure of the grant funds.
10. Project Requirements.
 - a. Payment Amounts Payment amounts are based on the approved work plan and budget for the Project(s).
 - b. Allowable Expenditures The Grantee shall expend the grant funds solely on the items approved in the work plan and budget.
 - c. Changes to Project Requests for changes to the work plan(s) or budget(s) must be submitted in accordance with the requirements set forth in paragraph 17. Project changes must be related to the original intent and scope of the approved work plan or budget. Cost adjustments will not be available after a Project is reported as closed. PEMA maintains sole discretion to approve or disapprove requested changes. PEMA shall communicate any approval of proposed changes to the Project(s) to the Grantee in writing without the need to amend this agreement.
 - d. Training The Grantee shall participate in all required grant training and workshops facilitated by PEMA.
11. Funds Management. The Grantee shall:
 - a. individually track all activity for each Project for which the Grantee receives the grant funds.
 - b. place the grant funds in an interest-bearing account in a bank or other financial institution insured by the Federal Deposit Insurance Corporation, Federal Savings and Loan Insurance Corporation, or equivalent insurer.
 - c. use the interest earned on the grant funds only on eligible 911 costs as outlined in the Eligibility Factors List.
 - d. return the grant funds that are not expended or obligated by the end of the Period of Performance to the 911 Fund.

12. Reporting Requirements. The Grantee shall:
- a. notify PEMA when each Project milestone is met or the/each Project is completed.
 - b. submit quarterly progress reports no later than 30 days after the end of each quarter.
 - c. submit the 911 Annual Report by April 15 of each year.
13. Maintenance and Retention of Records. The Grantee shall:
- a. maintain, at its principal offices, accurate records and accounts, including documents, certifications, correspondence, quotes, invoices, and other evidence pertaining to costs and expenses it incurs pursuant to this agreement, and reflecting all matters and activities covered by this agreement.
 - b. retain all required records for a period of three years from the expiration or termination of this agreement, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, the Grantee shall maintain these records until all pending matters are resolved.
14. Audit. The Grantee shall:
- a. give PEMA access to, and the right to examine, all records and documents that are related to the grant.
 - b. permit access to facilities, personnel, and other individuals and information that PEMA may determine is necessary.
 - c. comply with any compliance review conducted by PEMA.
 - d. establish internal personnel safeguards that will prohibit employees, contractors, agents, members, or representatives from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other ties to the employee, contractor, agent, member, or representative.
15. Prohibited Use of Funds. The Grantee shall not reallocate the grant funds for any purpose not related to the/an approved Project. If PEMA determines that activities or expenditures are not eligible, those activities or expenditures may not be funded or reimbursed.
16. Offset, Withholding, Recoupment, and Deobligation. At any time, PEMA reserves the right to offset, withhold, recoup, or deobligate grant funds or payments for grant expenditures if PEMA determines that there has been a violation of this agreement by the Grantee or PEMA determines that the Grantee's expenditures are or were not eligible, proper, or allowable. PEMA may deobligate Statewide Interconnectivity Funds from any Project at any time if:

- a. the Grantee's progress towards its approved Project milestones is deemed insufficient. PEMA shall have sole discretion to determine the sufficiency of progress towards approved Project milestones;
 - b. the Grantee changes the scope of the/an approved Project work plan;
 - c. the PSAPs identified in a Project are changed without approval from PEMA;
 - d. the Grantee fails to cooperate with PEMA and the Commonwealth contracted next generation 911 (NG911) service provider or participate in NG911 system impairment investigations; or
 - e. the Grantee fails to submit Geographic Information System data to the NG911 Core Service data hub.
17. Notice. All notices, reports, and requests arising out of, or from, the provisions of this agreement must be in writing and provided to the parties at the addresses provided in Attachment D. The parties may change their designated contact or address by providing written notice to the other party in the manner specified above.
18. Assignment. The Grantee may not assign or transfer its rights or duties under this agreement.
19. Amendments and Modifications. Except as provided in paragraphs 2, 5, 10(c), and 17, no amendment or modification of this agreement is valid unless made in writing and signed by the parties with the same formality as the agreement.
20. Independent Contractor. Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the parties, or as constituting the Grantee as the representative or general agent of PEMA for any purpose whatsoever.
21. Severability. The provisions of this agreement are severable. If any provision of this agreement is held to be unenforceable by an authority with proper jurisdiction in the matter, that provision is severed, and the remainder of this agreement will remain binding upon the parties.
22. No Waiver. No delay or failure of PEMA or the Commonwealth to enforce any provision of this agreement or to exercise any right or remedy under this agreement may be construed as a waiver by PEMA or the Commonwealth of the provision or its right or remedy.
23. Integration and Merger. When fully executed by the parties, this agreement will be the final and complete agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises, and agreements pertaining to the subject matter of this agreement made prior to or at the time this agreement is executed are superseded by this agreement, unless specifically accepted by any other term or provision of this agreement. There are no conditions precedent to the performance of this agreement, except as expressly set forth in this agreement.

24. Counterparts. This agreement may be executed in counterparts, each of which is deemed to be an original (including copies sent to a party by electronic transmission) as against the party signing the counterpart, but which together constitute one and the same instrument.
25. Electronic Signatures. This agreement may be signed electronically in accordance with the Pennsylvania Electronic Transactions Act, Act 69 of 1999, 73 P.S. § 2260.301 et seq.
26. Signatories Attestations. By signing this agreement, the individuals signing on behalf of the Grantee (“Signers”) acknowledge that:
- a. their electronic signatures confirm that they are authorized to sign this agreement and contractually bind the Grantee.
 - b. they are acting in compliance with the applicable law and the organizational and governance documents of the Grantee.
 - c. they and the Grantee understand that PEMA will rely on these representations and confirmations in its subsequent review and execution of this agreement.
 - d. they are submitting official information to the Commonwealth.
 - e. they are aware that any false statement(s) made to PEMA or the Commonwealth related to this grant may subject them to substantial civil and criminal penalties, including 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

The parties, through their authorized representatives, have signed this agreement on the dates indicated below.

GRANTEE:

_____ Signature	_____ Date	_____ Signature	_____ Date
Print Name: _____		Print Name: _____	
Title: _____		Title: _____	

PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY

Executive Director or Designee

Date

APPROVED AS TO FORM AND LEGALITY:

Office of Chief Counsel

Date

30-FA-17.0

Office of General Counsel

Date

30-FA-17.0

Office of Attorney General

Date

APPROVED:

Comptroller Operations

Date

Award No: _____ Funds Commitment #: 4100101218

Assistance Listing Number # _____

ATTACHMENT A

Grant Application A.1

Lancaster County-Wide Communications

Lancaster NG911 GIS Maintenance

Project Number	2025-038
Priority	7 - GIS Post NG911 Migration Maintenance
Contact Name	Sara Sloat
Contact Phone	
Contact Email	
PSAPs Involved	Lancaster County-Wide Communications
Status	Released Approved

Project Work Plan

What will the project accomplish?

Support personnel, professional services, training, hardware, software, and licensing costs associated with maintaining and successfully uploading the required NG9-1-1 GIS data to the GeoComm GIS Data Hub. Successful NG9-1-1 GIS data uploads (defined as being critical error free) should be completed monthly and contain all required NG9-1-1 GIS layers. NG9-1-1 GIS data should also meet the requirements outlined in the standards and best practices in the COMMONWEALTH OF PENNSYLVANIA NG9-1-1 GIS DATA MODEL AND BEST PRACTICES GUIDE Version 2 and remain capable of supporting accurate geospatial call routing, including supporting interstate interoperability where applicable. It will also be used to enrich and improve completeness of NG9-1-1 GIS layers in adherence to the standards.

Please describe how this project aligns with the Priorities adopted by PEMA in consultation with the 9-1-1 Advisory Board

Lancaster County migrated to the NG911 service and is pursuing funding for the NG911 GIS data stewardship and maintenance tasks required to support the continuity of accurate geospatial call routing for NG911 service. The tasks may include but are not limited to; updating and maintaining accurate and current NG911 GIS data as defined in the "Commonwealth of Pennsylvania NG9111 GIS Data Model and Best Practices" guide version 2, successfully (critical error free) uploading all required NG911 GIS layers to the GeoComm GIS Data Hub at least once a month; filing and tracking ALI discrepancy reports (DRs), responding to MSAG change requests (CRs) from originating service providers (OSPs), ensuring ongoing topological alignment (free of unintentional gaps and overlaps) of NG911 GIS data with data in neighboring jurisdictions.

Where will the work occur?

Lancaster County

What is the completion date?

12/31/2026

Milestones

Number	Project Phase	Calendar Year	Date From	Date To
1	Maintenance	2026	1/1/2026	12/31/2026

Description

Funds must be used for GIS personnel, professional services, training, laptops/computers, GIS software or GIS applications that are directly needed to maintain required layers for call delivery. Items such as drones, plotters, GPS units, etc. would not be eligible. The County must follow grant requirements including quarterly reporting and successful GIS data uploads.

Budget

Milestone #	Cost Type	Cost Category
1	GIS/Mapping	Data, Assessment, Maint and Pro Services

Estimated Amount	Amount Funded	PSAP
\$55,000.00	\$55,000.00	Lancaster County-Wide Communications

Details

The allocation represents supplemental funding to formula-based funds or local revenue to support GIS for NG911 service.

Funding Summary

PSAP	Amount Requested	Amount Funded
Lancaster County-Wide Communications	\$55,000.00	\$55,000.00
Total	\$55,000.00	\$55,000.00

ATTACHMENT B
Commonwealth Standard Terms and Conditions
Grant Version
(Revised - 10/1/2023)
Version 2

1. DEFINITIONS

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

2. INDEMNIFICATION

The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

3. NONDISCRIMINATION/SEXUAL HARASSMENT

- a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee 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 its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
 - i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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.
 - ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
 - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

- iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
 - v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

4. GRANTEE INTEGRITY

a. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:

- i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- ii. "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.
- iii. "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
- iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. "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, as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

b. **Representations and Warranties.**

- i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 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 are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil antitrust investigation by any federal, state, or local prosecuting or investigative agency.

- ii. **Grantee Explanation.** If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.
 - iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
 - iv. **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- c. **Grantee Responsibilities.** During the term of this agreement, the Grantee shall:
- i. maintain the highest standards of honesty and integrity.
 - ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
 - iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
 - iv. not accept, agree to give, offer, confer, 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, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
 - v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.

- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
 - vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
 - viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee 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 the ethical standards.
- d. **Investigations.** If a State Inspector General investigation is initiated, the Grantee shall:
- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
 - ii. 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 Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
 - iii. upon the inquiry or request of an Inspector General, 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 Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.
- e. **Termination.** For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does 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.

- f. **Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.

5. CONTRACTOR RESPONSIBILITY

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means 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. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
- i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
 - ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.

- e. **Reimbursement.** The Contractor shall 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 agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not 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.
- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

6. AMERICANS WITH DISABILITIES ACT

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement.
- b. **Compliance.** For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

7. APPLICABLE LAW AND FORUM

This agreement is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Grantee, and the Grantee consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

8. RIGHT TO KNOW LAW

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this agreement.

- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
- i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.
- c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement**
- i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
 - ii. **Grantor Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of 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.
- e. **Challenges of Commonwealth Release.** The Grantee 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 Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Grantee waives 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.

- g. **Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this agreement.

9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

- a. **Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:
<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>
- b. **Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- c. **ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;

- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

**ATTACHMENT C
2024 Eligibility Factors List**

COST TYPE	COST CATEGORY	ELIGIBLE USES	CHANGES IN 2024
CALL HANDLING EQUIPMENT (CHE)	CHE Hardware/Software/ Workstations	<p>CHE costs to support 911 call processing:</p> <ul style="list-style-type: none"> • Server hardware • Software • Peripherals (including printers, monitors, keyboards, and mouse) • Workstations • Master clock/time sync equipment • ANI/ALI controllers • Automatic call distribution (ACD) <p>Eligible costs are limited to the primary PSAP and primary backup PSAP.</p>	None
	CHE Maintenance	<ul style="list-style-type: none"> • Service contracts for CHE hardware/software maintenance • Licensing fees 	None
	Headsets	<ul style="list-style-type: none"> • Operator headsets • Related equipment used to connect the headset for processing and dispatching a 911 call • Maintenance/repairs 	None

	Call Accounting/ Telephony - Management Information System (MIS) Software	Costs to implement MIS system that monitors call activity, logs call activity to a database, and permits canned report generation. Includes: <ul style="list-style-type: none"> • MIS server hardware • Software • Peripherals (including printer, monitor, keyboard, and mouse) • Annual subscription costs for a third-party hosted solution 	None
	Interpretation Service	<ul style="list-style-type: none"> • Services procured from a vendor to provide on-demand language interpretation 	None
COMPUTER AIDED DISPATCH (CAD)	CAD Hardware/Software/ Workstations	CAD costs to support processing of CAD events from initial call entry to final disposition: <ul style="list-style-type: none"> • Server hardware • Software: Includes CAD modules, interfaces (e.g., paging, CAD-to-CAD, etc.), and cybersecurity • Peripherals (including printers, monitors, keyboards, and mouse) • Workstations Eligible costs are limited to the primary PSAP and primary backup PSAP.	None
	CAD Maintenance	<ul style="list-style-type: none"> • Service contracts for CAD hardware/software maintenance • Licensing fees 	None

	Call Taking Protocol/ Quality Assurance	Emergency Medical/Fire/Police Dispatch (EMD/EFD/EPD) system costs: <ul style="list-style-type: none"> • Hardware • Software/licenses – includes quality assurance software • CAD system integration • Maintenance 	None
	Mobile Data System Interface	Costs directly related to the 911 system and radio tower sites to enable and connect mobile data systems: <ul style="list-style-type: none"> • Equipment • Server-side (PSAP side) software • Client-side software that interfaces with the server-side software at the PSAP is an eligible cost 	None
	Records Management System (RMS) Interface	<ul style="list-style-type: none"> • Required CAD interfaces or modules (ON THE CAD / PSAP SIDE ONLY) that populate RMS (EOC software, web publishing, and field reporting systems for response agencies, etc.) with CAD data 	None
CONNECTIVITY/ INFRASTRUCTURE	Emergency Services IP Networks (ESInet)	Transport and connectivity costs to connect multiple PSAPs together in a regional or state-level ESInet. Examples of eligible costs include: <ul style="list-style-type: none"> • Hardware • Software • Networking equipment • Security appliances/software • Third-party services for hosted solutions 	None

	Wired or Wireless Connectivity	Connectivity costs that support the transport of 911 callers and/or information. Eligible costs include costs to provision connectivity between the call origination services, PSAPs and other public safety entities, including (but not limited to): <ul style="list-style-type: none"> • Wireline trunks/lines • Wireless trunks • Fiber optic circuits • Microwave links • Administrative lines • Ring-down circuits • Tandem trunks 	None
	Maintenance	<ul style="list-style-type: none"> • Service contracts for connectivity hardware/software maintenance 	None
CONTRACTED SERVICES	Call Taking and Dispatch Fees	<ul style="list-style-type: none"> • Fees paid to another PSAP for handling of 911 calls 	None
	Professional Services	Professional services procured from contractors or consultants for: <ul style="list-style-type: none"> • Procurement assistance (including legal fees) • System integration/implementation support • System design and planning • PSAP operational policy development • Engineering • Administrative assistance 	None

FACILITIES	Access Control/Security Systems	Costs to acquire or maintain access control and other security systems for PSAPs and tower sites. Examples of eligible costs includes: <ul style="list-style-type: none"> • Keys • Access cards • Card readers • Cameras • Video monitors/recording equipment • Controller systems 	None
	Emergency Power Generator	Costs for emergency power generation at the PSAP and Tower Sites: <ul style="list-style-type: none"> • Generator • Fuel • Fuel storage tank costs 	None
	Heating, Ventilation, and Cooling (HVAC)	<ul style="list-style-type: none"> • Environmental control of temperature and humidity equipment within the PSAP, the PSAP equipment room and tower sites 	None

	Mobile Communications Unit Maintenance	<p>Maintenance costs for a Mobile Communications Unit used as the primary back up PSAP. Maintenance in this Cost Category refers to items such as:</p> <ul style="list-style-type: none"> • Registration • Inspection • Batteries • Other routine maintenance costs for a mobile communications unit used as the primary back-up PSAP <p>Important Eligibility Criteria Notes:</p> <ul style="list-style-type: none"> • 911 system maintenance (i.e., CHE, CAD, etc.) should be reported in the appropriate Cost Type and Cost Category • Only the percentage of costs related to 911 duties are eligible for funding • Mobile Communications Unit maintenance costs are eligible ONLY when the PSAP has no other back up/ alternate facility 	None
	Relocation Expenses	<p>Costs for moving 911 equipment or operations to during a planned transition or emergency:</p> <ul style="list-style-type: none"> • Transportation • Professional services 	None
	Rent	<p>Payments made for use of a facility in support of 911 service delivery:</p> <ul style="list-style-type: none"> • Rent for PSAP facilities • Rent for remote radio sites 	None

	Repairs	<p>Non-cosmetic facility repairs at the primary PSAP necessary for 911 operations. Non-cosmetic repairs are those that do not add significant value to the property or extend its life. They are reasonable in amount and necessary to keep the property in habitable condition. Repairs generally considered restoring an item to its previous good condition.</p> <p>Examples of repairs include:</p> <ul style="list-style-type: none"> • Repainting a room directly related to 911 operations • Repairing a leaking roof • Replacing a broken window • Repairing existing plumbing • Repairing existing appliances <p>Renovations are not eligible for 911 funds. A renovation is considered an improvement that adds something that previously was not there, upgrading something that was existing, or adapting something to a new use. Renovations are usually more intensive than repairs and usually involve greater cost.</p> <p>Examples of renovations include:</p> <ul style="list-style-type: none"> • Regrading lots/parking lots • Adding an addition or remodeling an existing facility • Replacing an entire roof • Replacing all windows • Replacing existing plumbing <p>Note: Renovations would be considered on a case-by-case basis only for involuntary PSAP physical consolidation projects. PEMA recognizes that every PSAP consolidation project is different and faces a unique set of challenges. Funding situations that fall outside of the outlined PSAP Consolidation Funding Guidelines will be considered by PEMA on a case-by-case basis.</p>	None
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	Services Contracts/ Maintenance - PSAP	<p>Service and maintenance costs at the PSAP. Costs include:</p> <ul style="list-style-type: none"> • Fire suppression • Pest control • Cleaning services • Mat rental • Annual service contracts for UPS, generator, or HVAC maintenance • Insurance costs for PSAP facilities and equipment <p>Important Eligibility Criteria Notes:</p> <ul style="list-style-type: none"> • For insurance costs to be eligible, a county must provide clear documentation that shows the insurance policy is for 911 only and the cost specific to 911. • If insurance is included in indirect costs for a county, only the portion related to PSAP facilities and equipment is eligible. Other types of insurance are not eligible. 	None
	Facility Supplies	<p>Costs for supplies needed to support PSAP operations. Costs are strictly limited to:</p> <ul style="list-style-type: none"> • Cleaning supplies • Restroom supplies • Sanitary supplies <p>Some examples to demonstrate eligible costs include paper towels, hand soap/sanitizer, trash can liners, disinfectant wipes, first aid, mops/brooms, etc.</p>	None
	Uninterruptable Power Supply (UPS)	<p>Backup power supply, including transfer and bypass switches, and power conditioning in the event of a commercial power failure or fluctuation at the PSAP and radio tower sites. Workstation UPS to support workstations not otherwise covered by a facility-based UPS system are an eligible cost.</p>	None

	Utilities	Public utility costs for the PSAP and radio tower sites: <ul style="list-style-type: none"> • Power • Water • Sewage/septic services/storm water • Internet access • Cable television 	None
GEOGRAPHIC INFORMATION SYSTEM (GIS) MAPPING	GIS Hardware/Software/ Workstations	Costs to support GIS data creation/maintenance: <ul style="list-style-type: none"> • GIS server hardware • Software • Peripherals (including printers/plotters, monitors, keyboards, and mouse) • Workstations to support GIS data creation/ maintenance <p>Important Eligibility Criteria Notes:</p> <ul style="list-style-type: none"> • GIS personnel costs should be reported under Personnel 	None
	GIS Data Development, Assessment, Maintenance, and Professional Services	<ul style="list-style-type: none"> • Services procured from a vendor to support the creation, assessment, improvement, and maintenance of 911- related GIS data and data layers. 	None
MASS NOTIFICATION SYSTEM	Public Alerting/Warning System	Costs to support a mass notification, public alerting/warning system: <ul style="list-style-type: none"> • Hardware • Software • Peripherals (including monitor, keyboard, and mouse) • Workstation(s) • Annual subscription costs for a third-party hosted solution 	None

MENTAL HEALTH WELLNESS	Mental Health	Costs to support Mental Health Wellness awareness, training, education prevention and intervention: <ul style="list-style-type: none"> • Program development • Training and education • Intervention with trained clinicians or peer support groups 	New cost type added
OFFICE OPERATIONS	Communications	Communications costs for PSAP administrative staff: <ul style="list-style-type: none"> • Cellular service/equipment • Air cards • Pager service/equipment 	None
	Meals for extended/emergency events	<ul style="list-style-type: none"> • Subsistence for 911 personnel working during a no-notice emergency event (in conjunction with a county EOC activation) such as a blizzard, active shooter, flood, etc. 	None
	Office Equipment/Software	Costs for typical office equipment to perform the duties of a PSAP: Examples of eligible costs include: <ul style="list-style-type: none"> • Copiers, fax machines, paper shredders, printers, laminators • Laptops, computers, and monitors • Software used for PSAP administration (i.e., scheduling) • Furniture for administrative staff dedicated to 911 	None

	Office Supplies	<p>Costs include those supplies used for 911 operations. Office supplies are considered the normal, routinely consumable materials necessary to perform the duties of a PSAP such as:</p> <ul style="list-style-type: none"> • Paper, pens, pencils, ink, postage, staples, etc. <p>The list is not inclusive but eligible costs are strictly limited to office supplies. Some examples to demonstrate ineligible costs include:</p> <ul style="list-style-type: none"> • Small appliances • Holiday decorations/supplies • Greeting cards/picture frames • Smoking urns • Landscaping supplies • Club store memberships 	None
	Telecommunicator Recognition	<p>Costs for 9-1-1 telecommunicator recognition. Examples of eligible costs include:</p> <ul style="list-style-type: none"> • Plaques, certificates, pins, shirts, and comparable items that are reasonable in amount <p>Important Eligibility Criteria Note:</p> <ul style="list-style-type: none"> • Items of monetary value, such as gift cards, are not eligible for 911 funding 	None
	Uniforms	<ul style="list-style-type: none"> • Uniforms for telecommunicators while performing duties within the PSAP 	None
	Workstation Furniture	<ul style="list-style-type: none"> • Furniture that houses PSAP workstation equipment where the primary call-taking and dispatch functions occur • Chairs/seating at the positions 	None

PERSONNEL	Salaries/Benefits	<ul style="list-style-type: none"> Salary or benefit costs directly associated with personnel operating a 911 system. <p>Important Eligibility Criteria Notes:</p> <ul style="list-style-type: none"> If personnel have duties outside of 911, only the percentage of time related to 911 duties is eligible for funding 	None
	Training/Travel	<ul style="list-style-type: none"> 911 training course costs Travel costs (transportation/lodging/meals) for personnel directly associated with operating a 911 system to: <ul style="list-style-type: none"> Attend training, continuing education courses, and meetings related to 911 service delivery Support 911 operations 	None
	Pre-Employment Costs/ Post-Employment Costs	<p>Costs associated with the recruitment, hiring and screening of trainees and telecommunicators. Examples of eligible costs include:</p> <ul style="list-style-type: none"> Physicals and other required tests Job postings/advertisements Employee random drug testing Medical release/return to work physicals Fitness for duty evaluations 	None
	911 Professional Associations	<ul style="list-style-type: none"> Costs for 911 personnel to join or maintain membership in a 911 professional association Subscription fees for 911-related publications Costs for 911 related certifications such as ENP, RPL, etc. 	None

PUBLIC EDUCATION	Public Education	<p>Costs include any materials that educate the community on 911 issues, such as the appropriate use of 911. Examples of eligible costs include:</p> <ul style="list-style-type: none"> • Education and outreach material development (pamphlets, videos, posters, newsletters, and other resource materials) • Public service announcements • Website development as it pertains to 911 	None
RADIO SYSTEMS	Radio System Hardware/ Software	<p>Costs for core radio system components from the dispatch positions to the antenna. Costs include:</p> <ul style="list-style-type: none"> • Radio consoles • Transceivers • Receivers • Servers • Modems • Towers/shelters/tower sites • Broadband infrastructure • Headsets <p>Important Eligibility Criteria Notes:</p> <ul style="list-style-type: none"> • Eligible costs are limited to the primary PSAP and primary back-up PSAP • Purchase of land/real estate and related taxes are not an eligible cost 	None
	Radio System Maintenance - PSAP	<ul style="list-style-type: none"> • Costs for core radio system maintenance from the dispatch positions to the antenna 	None

	Radio Tower Sites Maintenance	Costs to maintain radio tower sites and equipment. Examples of eligible costs include: <ul style="list-style-type: none"> • FCC license and frequency fees • Emergency repairs • Fire suppression • Pest control • Road and vegetation maintenance • Snow removal 	None
VOICE/DATA RECORDER	Digital Voice/Data Recorder	Costs to support a voice/data (logging) recorder system: <ul style="list-style-type: none"> • Server hardware • Software • Peripherals (including monitor, keyboard, and mouse) • Workstation(s) • Annual subscription costs for a third-party hosted solution 	None
	Maintenance	<ul style="list-style-type: none"> • Service contracts for voice/data (logging) recorder system maintenance 	None

Using the 2024 Eligibility Factors List:

The 2024 Eligibility Factors List groups costs that enhance, operate, or maintain a 911 system by Cost Type and Cost Category. For each Cost Category, general criteria are provided in the Eligible Uses column that counties must use to determine and justify eligibility. Counties are responsible to demonstrate that costs meet the Eligible Uses criteria on the Annual Report, or during a biennial audit. Items that do not meet the Eligible Uses criteria are not eligible for 911 funding.

ATTACHMENT D
Points of Contact

The contact person for this agreement for PEMA shall be:

Name: Greg Kline
Department/Agency: PEMA
Address: 1310 Elmerton Avenue, Harrisburg, PA 17110

The contact person for this agreement for Lancaster County shall be:

Name: Sara Sloat
Department/Agency: Lancaster County-Wide Communications
Address: P. O. Box 487, Manheim, 17545



Pennsylvania
Emergency Management Agency

December 19, 2025

The Honorable Joshua Parsons
Chairman
Lancaster County Board of Commissioners
150 North Queen Street, Suite 715
Lancaster, Pennsylvania 17603

RE: Request for 9-1-1 Statewide Interconnectivity Funding

Dear Chairman Parsons:

The Pennsylvania Emergency Management Agency (PEMA) is pleased to inform you that Lancaster County has been awarded \$55,000.00 of 2025 9-1-1 Statewide Interconnectivity Funding to be used towards the Lancaster NG911 GIS Maintenance project(s).

Enclosed is a grant agreement between Lancaster County and PEMA that contains the requirements and regulations for this grant funding. **Please return the signed grant agreement by February 28, 2026** to:

Mr. Gregory Kline
Deputy Director for 9-1-1
Pennsylvania Emergency Management Agency
1310 Elmerton Avenue
Harrisburg, Pennsylvania 17110

Please note that we are unable to process grant payments until the grant agreement is fully executed with all signatures.

Should you have any questions or concerns, please do not hesitate to contact Mr. Gregory Kline, 9-1-1 Office.

Sincerely,

David R. Padfield
Director, PA Emergency Management Agency

Enclosure

cc: Ms. Sara Sloat, Lancaster County-Wide Communications

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:

Annual Grant Award With: Pennsylvania Commission on Crime and Delinquency
Harrisburg, PA

Purpose: To receive grant money from the Rights and Services Act (RASA) and Victims of Juvenile Offenders (VOJO) funding under Act 86 for Victim and Witness Services. The money will be used for support, information, referral, accompaniment, and assistance with restitution and victims' compensation and will partially fund salaries and benefits for eight victim advocates.

Amount/Term: \$388,451.00 for the period January 1, 2026 through December 31, 2026.

Funding: 73% Federal and 27% State.

1. Recipient Name and Address Lancaster County Commissioners 150 North Queen Street Suite 710 Lancaster, Pennsylvania 17603-3562		2. PCCD Grant Award Number 2024/2025-VF/VJ-06/ST-44818-2	
		3. Total Award Amount: \$388,451.00	
4. Project Title "Lancaster County Crime Victim/Witness Services"		5. Project Period 1/1/2026 - 12/31/2026	
6. Special Conditions This grant is approved subject to such conditions or limitations as set forth below: <ol style="list-style-type: none"> 1. This award will become effective when an appropriate official of your organization accepts it by signing and attaching the signed copy to Egrants. 2. This subgrant is offered on the condition that you comply in administering your program with: <ol style="list-style-type: none"> a. All of the representations contained in your application, as amended b. PCCD's Applicant's Manual c. For federally funded awards, all applicable federal grant guidelines including, but not limited to, 2 CFR 200 and the special conditions listed on PCCD's federal award(s) applicable to this subaward. PCCD's federal awards can be found at http://www.pccd.pa.gov/Funding/Pages/PCCD-Federal-Awards.aspx <p>Continued on the Following Page(s)</p>		7. Funding Details <u>Fund Source #1</u> 2025 VJ Award Amount: \$106,031.00 2025 VJ Project Period: 1/1/2026 - 12/31/2026 <u>Fund Source #2</u> 2024 VF Award Amount: \$282,420.00 2024 VF Project Period: 1/1/2026 - 12/31/2026 2024 VF ALN: 16.575 2024 VF Federal Award #: 15POVC-24-GG-00746-ASSI	
8. Fiscal Contact Ms. Sharon C. Maloon	9. Program Contact Ms. Maria Katulis 1		
10. Name and Title of Approving Official Derin Myers Director, Office of Financial Management and Administration		11. Name and Title of Authorized Recipient Deanna Weaver Program Director	
12. Signature of Approving Official /Derin Myers/ Derin Myers Electronically Signed: 01/12/2026 04:14 PM		Date	13. Signature of Authorized Recipient /Deanna Weaver/ Deanna Weaver Electronically Signed: 01/12/2026 04:27 PM

PCCD Grant Award Number: 2024/2025-VF/VJ-06/ST-44818-2**SPECIAL CONDITIONS**

3. All agencies are required to track all RASA/VOJO reporting requirements as described in the 2025-2026 RASA/VOJO Funding Announcement and submit quarterly RASA/VOJO program reports through Egrants systems provided by PCCD's Office of Victims' Services (OVS). In addition, if this project includes contracted RASA/VOJO eligible services it is the responsibility of the applicant to collect all required data for reporting purposes from the contracted providers and include with the RASA/VOJO data submitted to PCCD in its quarterly program report.
4. If any new services have been added to this application not previously funded, the agency must develop policy and procedures that meet the appropriate standard(s). Additionally, if any standard has been updated or newly implemented since the last monitoring, the agency must ensure the policy and procedures are updated to meet the appropriate standard(s). These policy and procedures will be reviewed at the next programmatic monitoring.
5. The VCAP requires all RASA and VOJO funded victim service agencies to file their victim compensation claims online through the DAVE System. This must be completed in the area reserved for advocates, not the section where victims can file themselves.
6. RASA/VOJO subrecipients must have written policies and procedure on file regarding the Determination of Suitability to Interact with Participating Minors. This requirement applies to all positions funded whether funded in full or in part and ensures that employees, volunteers, vendors, and consultants who will or who are reasonably likely to have contact with a participating minor have the necessary checks performed with a determination of suitability made. Please refer to OVS' Program Administration Standard, Section D, Personnel Management for additional details.
7. By accepting this award, the recipient agrees to the following federal and PCCD conditions if any portion of this award is funded with federal Victims of Crime Act funding:

1. Audit Responsibilities:**Federal Funds**

The Applicant must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

If the Applicant is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the Applicant is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in 2 CFR Part 200.501.

If the Applicant expends total federal awards of less than the threshold established by 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).

If the Applicant is a for-profit entity, it is not subject to the auditing and reporting requirements of 2 CFR Part 200, Subpart F – Audit Requirements (Subpart F). However, PCCD is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include

pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with Government Auditing Standards, a single audit report or program-specific audit report in accordance with Subpart F. However, these post-award audits must be submitted directly to the affected commonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.

Additional Potential Components of the Single Audit Reporting Package

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the appropriate audit guide, Government Auditing Standards, and Subpart F.

In addition to the requirements of Subpart F, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.

In accordance with 2 CFR 200.510, PCCD requires that PCCD grant numbers and amounts expended for each PCCD award be individually identifiable on all Single Audit Report Schedules of Expenditures of Federal Awards.

Steps for Submission

The Applicant's submission responsibilities are as follows:

(1) Submit the Single Audit or Program-Specific Audit Report to the Federal Audit Clearinghouse (FAC) and receive an email confirmation of receipt from the FAC.

(2) Complete the Single Audit/Program Specific Audit Reporting Checklist to ensure your package contains all required elements. A fill-in version of the checklist can be found on the Commonwealth's Bureau of Audits (BOA) website at <http://www.budget.pa.gov/Documents/single-audit-checklist.pdf>.

(3) Email the FAC confirmation of receipt, a certified copy of the data collection form, and the completed Checklist (PDF) to RA-BOASingleAudit@pa.gov. The subject line of the email must identify the exact name on the Single Audit or Program-Specific Audit Reporting Package and the period end date pertaining to the reporting package.

(4) The Applicant will receive an email from BOA confirming the receipt of the FAC's confirmation, the certified copy of the data collection form, and the completed Checklist.

Audit Oversight Provisions

The Applicant is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

The commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the Applicant's auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the Applicant.

Audit documentation and audit reports must be retained by the Applicant's auditor for a minimum of five years from the date of issuance of the audit report, unless the Applicant's auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the

commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

State Funds

PCCD, in its sole discretion, may undertake an inspection and/or audit of the financial records of the Applicant relating to the Subgrant Project. The Applicant shall provide PCCD with full and complete access to all records relating to the performance of the Subgrant Project and to all persons who were involved in the Subgrant Project. PCCD may also require, as a condition of award, that an independent financial audit be completed.

2. Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

3. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

4. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

5. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

6. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

7. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8. Compliance with general appropriations-law restrictions on the use of federal funds

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible

at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

11. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and

2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring - The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs - To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process - For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.everify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

13. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Additionally, the recipient, and any subrecipient at any tier, agrees to comply with all Pennsylvania Child Protective Services Laws (CPSL) including, but not limited to, following mandated reporter requirements within the CPSL and obtaining all clearances and/or verifications for employees and volunteers as may be required by CPSL such as a PA Child Abuse History Clearance, PA State Police Criminal Record Check, FBI Criminal History Background Check, National Sex Offender Registry Verification, and any other clearance/verification required by CPSL. The CPSL and information to assist in complying with this condition can be found at <http://keepkidssafe.pa.gov/>.

14. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such

obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award--

a. it represents that --

1) it has determined that no other entity that the recipient's application proposes may, or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

15. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) - - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an PCCD grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to PCCD no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

16. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

18. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and

therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

19. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

20. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by

(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online");

(2) mail directed to:

U.S. Department of Justice
Office of the Inspector General,
Investigations Division
ATTN: Grantee Reporting
950 Pennsylvania Ave., NW
Washington, DC 20530

Or

(3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any

subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. VOCA Requirements

The subrecipient assures that they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

23. Discrimination Findings

The subrecipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

24. PCCD's Standard Subgrant Conditions

PCCD's Standard Subgrant Conditions are incorporated herein by reference. The current version of PCCD's Standard Subgrant Conditions is available on our website at <http://www.pccd.pa.gov/Funding/Pages/Standard-Subgrant-Conditions.aspx>. Please refer to the website for a copy. If you are unable to obtain a copy from the website, please contact PCCD's offices at (800) 692-7292.

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Purchasing Department and the Department of Public Safety, to approve the following:

<u>Agreement With:</u>	Emergency Services Consulting International Chantilly, VA
<u>Purpose:</u>	To provide Hazardous Materials Response Strategic Plan Consulting services to the County.
<u>Amount/Term</u>	Not to exceed \$39,633.00 for the period March 1, 2026 through February 28, 2027.
<u>Funding:</u>	Act 165 Hazmat Escrow funds.

2/18/26

HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the COUNTY OF LANCASTER (hereinafter "the COUNTY") a Class 2A county of the Commonwealth of Pennsylvania with an address of 150 North Queen Street, Lancaster, PA 17603 and Emergency Services Consulting International (hereinafter "Hazardous Materials Response Strategic Plan Consultant") whose principal address is 4795 Meadow Wood Ln, Suite 110E Chantilly, VA 20151.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT agrees to provide Hazardous Materials Response Strategic Plan Consultant at the request of the COUNTY (hereinafter, "OR services"), including but not limited to those described in Paragraph 3 of the April 7, 2022, Request for Proposal.
2. **COMPENSATION.** The COUNTY agrees to pay HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT for the services listed in this Agreement at the rate and in the manner indicated in HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT's executed and accepted Proposal. Said payment shall be the total compensation paid by the COUNTY to HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT, including all related incidental work thereto.
3. **REPRESENTATIONS.** HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT further agrees to the following:
 - a. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall strictly maintain all clients' confidentiality and rights to privacy regarding names, identities, clients, records, etc.
 - b. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall comply with Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") regulations regarding the identification, use, and disclosure of Protected Health Information (PHI). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
 - c. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT, its agents, employees, directors, and officers shall not be considered employees of the COUNTY for any purpose and specifically as any benefits or withholding of taxes is concerned. No withholding will be made by the COUNTY for any federal, state, social security, or local taxes from the amounts paid to HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT by the COUNTY. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT agrees to be solely responsible for the withholding and payment of such taxes.
 - d. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT, its agents, employees, directors, and officers shall not be covered by the COUNTY'S workers' compensation or unemployment insurance provided by the COUNTY to its employees and expressly waives any such coverage. The COUNTY shall not be responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of any act or omission, or any violation of law on the part of third persons causing damages to the HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT.
 - e. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall not assign its rights or obligations under this AGREEMENT to any other person or entity whatsoever unless written consent is first obtained from the COUNTY.
 - f. In order to protect the COUNTY'S goodwill, HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT, its agents, employees, and officers all agree to conduct themselves reasonably, prudently, and courteously in such a manner so as not to reflect adversely upon the COUNTY; and HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT will perform at all times faithfully, industriously, and to the best of

its ability, experience, and talents all of the duties that may be required pursuant to the expressed and implicit terms of this AGREEMENT, and to the complete satisfaction of the COUNTY; and will act in conformity with all statutes, regulations, and ordinances of the United States, the Commonwealth of Pennsylvania, and the COUNTY.

- g. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT certifies that it is in compliance with the Drug-Free Workplace Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the COUNTY.
 - h. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT agrees to replace any individual on its service team upon reasonable request of the COUNTY. The COUNTY has the sole right to accept and reject any individual assigned to provide brokerage and third-party administrative services.
4. TERM OF AGREEMENT. This AGREEMENT shall remain in effect for one (1) year commencing March 1, 2026, and terminating February 28, 2027. The COUNTY reserves the right to negotiate and change terms and conditions as necessary in the best interest of the COUNTY.
5. OPTION TO EXTEND PERFORMANCE PERIOD. The COUNTY may, by written notice to HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT, prior to the expiration of the Contract, extend the terms of the AGREEMENT for a period of not less than one-month (30 days) and not more than one-year (365 days), provided that the COUNTY shall give the HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT a preliminary written notice of its intent to extend at least ninety (90) days before the AGREEMENT expires.
- a. The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the Proposal Pricing Form(s) shall apply to any extension made pursuant to this option provision, unless otherwise lowered by HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT.
6. INCORPORATION OF PROPOSAL, CONTRACT MODIFICATION, AMENDMENT, AND TERMINATION. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT agrees to comply with the terms and conditions set forth in its proposal, the RFP and any addenda thereto, and any negotiated additions or changes to the received proposal, all of which are incorporated herein by reference as though fully set forth at length. This AGREEMENT incorporates, in order of precedence, the following:
- 1. The AGREEMENT.
 - 2. The County Request for Proposal (RFP) and any addenda thereto.
 - 3. VENDOR's proposal submission and any subsequent correspondence.
- a. This document and all of the above referenced documents contain all terms, provisions, and conditions of the AGREEMENT. All provisions thereof are intended by the parties to be whole and entire.
 - b. Any alteration, variation, modifications, or waiver of any provision of the AGREEMENT shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this AGREEMENT.
 - c. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this AGREEMENT.
 - d. The COUNTY may terminate this AGREEMENT at any time, upon ten (10) days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.

7. INDEMNIFICATION: HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT , its officers, directors, agents, employees, heirs, successors, and assigns shall indemnify and hold the COUNTY, its Commissioners, officers, employees, representatives, and agents harmless and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties, and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the COUNTY, its Commissioners, officers, employees, representatives, and agents arising from or related to its performance, including but not limited to HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT'S negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions, of this AGREEMENT.
 - a. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT further agrees to indemnify and save harmless the COUNTY from any and all actions, claims and demands whatsoever that may result from HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT'S use of any facilities owned by the COUNTY, and does further agree to repair any damage to the COUNTY-owned property caused by HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT'S negligence or willful actions.
 - b. It is not the intention of this Section, or anything herein provided, to confer in a third-party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the COUNTY a right of action either under this AGREEMENT or in any manner whatsoever.
8. LIABILITY AND OTHER INSURANCE: HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT , at HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT'S sole cost and expense, shall maintain and provide certification of the following: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and for such risks as the COUNTY may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT . All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies with a minimum A- rating by A.M. Best legally qualified to issue such insurance in the Commonwealth of Pennsylvania and shall be maintained continuously in full force and effect.
9. GENERAL REQUIREMENTS FOR INSURANCE: Except as otherwise approved by the COUNTY in writing, the following provisions shall apply to each and every policy of insurance which HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT is required hereunder to carry:
 - a. The form, amount, and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the COUNTY's approval;
 - b. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall cause each insurance carrier to deliver its certificate of insurance to the COUNTY and to any other party designated by the COUNTY, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the COUNTY's request;
 - c. At least thirty (30) days prior to the expiration of each policy, HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall provide the COUNTY with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, a sixty (60) day notice of such action shall be sent via certified mail to the COUNTY;
 - d. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall not permit any condition to exist and

shall not commit any act or omission which would wholly or partially invalidate any insurance.

- e. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability;
- f. The requirements described above are also applicable to any and all other employees or sub-contractors hired by HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT to perform work under this contract.

10. INSURANCE

- a. The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this AGREEMENT, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.
 - i. General Liability Insurance:
 - Limits of Liability: \$2,000,000 Products Completed Operations Aggregate and \$2,000,000 in the aggregate
 - Products-Comp/Ops: \$2,000,000 in the aggregate
 - Personal & Advertising Injury: \$1,000,000 in the aggregate
 - Medical Expense (any person): \$5,000 per occurrence
 - Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).
 - ii. Workers' Compensation and Employers' Liability Insurance:
 - Limits of Liability: Workers' Compensation - Statutory Limits.
 - Employers' Liability –
 - Bodily Injury by Accident: \$500,000 Each Accident
 - Bodily Injury by Disease: \$500,000 Each Employee
 - Bodily Injury by Disease: \$500,000 Policy Limit
 - Other States' coverage and Pennsylvania endorsement.
 - iii. Automobile Liability:
 - Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
 - Coverage: Owner, non-owned, and hired vehicles.
 - iv. Professional Liability Insurance:
 - Limits of Liability: \$1,000,000 by claim and \$10,000,000 in the aggregate.
 - Coverage: For occurrences happening during the performance of services required under this AGREEMENT, coverage shall be maintained in full force and effect under the policy for the full term of the AGREEMENT period, including options and extensions. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.
 - v. Umbrella Liability: Umbrella and/or Excess Liability Coverage in the amount of \$10,000,000.
 - vi. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT Errors and Omissions insurance: \$5,000,000 per occurrence.
- b. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, with have been rated A- or better by A.M. Best Rating Service, which are licensed to do business in the Commonwealth of Pennsylvania.
- c. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this AGREEMENT, including any negligent or otherwise wrongful acts or omissions by HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT or any employee or agent thereof in at least such amounts and on

such terms as follows: For third party damages, \$2,000,000 for each "event" subject to an annual aggregate limit of \$4,000,000. For first party privacy response costs incurred by HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT, \$2,000,000 each event and aggregate. This includes but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the Pennsylvania HIPAA Act). Upon request, HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall furnish the COUNTY, upon request and as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall not cancel or reduce any such insurance without the prior written consent of the COUNTY. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall notify the COUNTY in writing within five (5) business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew, or rescind cyber liability insurance or Errors and Omissions insurance.

- d. If HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.
 - e. The COUNTY reserves the right to review categories and levels of insurance coverage held by HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT in an ongoing program of risk management. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT will be notified, in writing, of coverage requirements as determined by this review and HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT agrees to secure such requested coverage.
 - f. If HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the AGREEMENT and to exercise all appropriate rights and remedies.
 - g. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this AGREEMENT.
 - h. Waiver of subrogation in favor of the COUNTY, its Board of Commissioners, employees, directors, officers, departments, and divisions applies under all policies.
 - i. When it applies, Additional Insured must read: The County of Lancaster, its Board of Commissioners, employees, directors, officers, departments, and divisions shall be included as additional insured with respect to the work performed for this contract: HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT RFP 25-023.
 - j. Cancellation Clause must read: Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - k. Certificate Holder- County of Lancaster, Attn: Purchasing Department, 150 North Queen Street, Lancaster, PA 17603.
 - l. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the COUNTY. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. § 481(b)] of said Act.
 - m. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall accept full responsibility for the payment of premiums of all insurance for HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT or HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT'S employees who are performing services pursuant to this AGREEMENT.
10. HOLD HARMLESS CLAUSE. In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission, or negligence of HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT be procured or kept in full force and effect, HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall indemnify, defend, and save harmless the COUNTY against losses, claims, and demands to the same extent as the COUNTY would have been indemnified by each insurance if it had been in full force and effect.

11. INDEPENDENT CAPACITY OF HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT, its employees, and agents are not deemed to be employees of the COUNTY in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.
12. NO ASSIGNMENT. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall not assign any part of this AGREEMENT without prior written approval of the COUNTY.
13. LIQUIDATED DAMAGES
 - a. If HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT fails to perform the services within the time specified in this AGREEMENT, or any extension, HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall, in place of actual damages, pay to the COUNTY as fixed, agreed, and liquidated damages, for each occurrence, the following:
 - i. In the event that the AGREEMENT is terminated, in whole or in part, for default or because HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT fails to perform satisfactorily, HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT may be charged the sum of \$1,000.00 per day for each calendar day from the date of notification until the date of correction.
 - b. Alternatively, if delivery or performance is so delayed, the COUNTY may terminate this AGREEMENT in whole or in part. In that event, HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall be liable for fixed, agreed, and liquidated damages accruing until the time the COUNTY may reasonably obtain delivery or performance of similar supplies or services.
 - c. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT.
14. CONSEQUENTIAL DAMAGES. If HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT fails to perform the services within the time specified in this AGREEMENT, or any extension, HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall, in addition to actual damages, pay to the COUNTY consequential damages, including but not limited to: rental expenses; losses of use, income, profit, financing, business opportunities, and reputation; additional architectural, engineering, and insurance expenses; and loss of management or employee productivity or the services of such persons.
15. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR(S). Funds are not presently available for performance under this contract beyond December 31, 2025, or for services initially contemplated for performance starting in 2026. The COUNTY's obligation for performance of the AGREEMENT beyond December 31, 2025, is contingent upon the availability of appropriated funds upon which payment for AGREEMENT purposes can be made. No legal liability on the part of the COUNTY for any payment may arise for performance under this AGREEMENT beyond December 31, 2025, until funds are made available by the COUNTY and until HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT receives notice of availability, to be confirmed in writing by the issuance of a Delivery Order or Purchase Order by the County Purchasing Department.
16. FAMILIARITY WITH PROPOSED WORK. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT certifies that it has carefully considered the work proposed and the COUNTY's Request for Proposal to determine the difficulties and requirements incidental to the prosecution of the work, and that it possesses the necessary experience, expertise, and resources to meet or exceed the needs expressed in the RFP.
17. NON-DISCRIMINATION. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT expressly agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment, or other entity,

but HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall remain primarily responsible for compliance hereunder.

18. CERTIFICATION REGARDING IMPARTIALITY AND CONFLICT OF INTEREST. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT certifies that it is a totally independent contractor and that to the best of its knowledge, no COUNTY official or employee is also an owner, corporate officer, or employee of its business, or has a vested interest, financial or otherwise, in this AGREEMENT or in the business of HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT.
 - a. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT further certifies that it has fully disclosed as part of its Proposal, in writing and prior to executing this AGREEMENT, which of its owners, corporate officers, management level employees, and associates is employed by the COUNTY or is a family member of a COUNTY employee, stating the persons' names and positions with HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT and whether such individual has a position of authority and/or will be involved with the HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT duties on a daily/monthly basis.
 - b. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT will inform the COUNTY in writing immediately if any potential conflict of interest arises during the performance of this AGREEMENT. Conflict of interest may constitute grounds for termination of this AGREEMENT following notification by the COUNTY to HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT (allowing HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT a reasonable opportunity to respond) where same is not corrected by HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT within a reasonable time period after notice.
19. IMMIGRATION REFORM AND CONTROL ACT OF 1986. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT recognizes its responsibilities to assure identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.
20. STATUTES APPLICABLE TO THIS AGREEMENT. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT is responsible for familiarity and compliance with all statutes that apply to its performance under this AGREEMENT.
21. NO ARBITRATION CLAUSES. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT agrees that no AGREEMENT with the County shall include Arbitration Clauses.
22. LICENSING. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT and all individuals acting under the authority of the HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall at all times be appropriately licensed in the Commonwealth of Pennsylvania to perform all services under this Agreement. Failure to be so licensed shall be an instance of default.
23. DEFAULT/BREACH/RESOLUTION. If HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT or the COUNTY defaults in its performance under the Terms and Conditions of the AGREEMENT, the defaulting party shall be promptly notified in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this AGREEMENT will be terminated. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the AGREEMENT. In addition, should the default of HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT necessitate the County termination of this contract in whole or in part, COUNTY may acquire, correct, or replace with services or supplies similar to those terminated and HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT shall pay to the COUNTY the cost occasioned by its default and/or make an equitable adjustment in the contract price at the option of the COUNTY.

24. AGREEMENT NOT TO HIRE. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT and the COUNTY both agree not to solicit, hire, contract with, or engage the employment or services of any employee or former employee of HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT or the COUNTY during the period of, and for one (1) year after, the termination of the AGREEMENT without prior written approval of the other party. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT and the COUNTY agree that such approval will not be unreasonably withheld.
25. CONFIDENTIAL INFORMATION. All Information contained in the files of the COUNTY and all departments thereof is considered "Confidential Information." "Confidential Information" means any and all information, data, documents, files, and records disclosed to HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT by the COUNTY either directly or indirectly, in writing or orally. Confidential Information does not include information which (i) is known to HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT at the time of disclosure to HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT by the COUNTY as evidenced by written records of HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT , (ii) has become publicly known and made generally available through no wrongful act of HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT or (iii) has been rightfully received by HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT from a third party who is authorized to make such disclosure.
- a. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT agrees not to use any Confidential Information disclosed to it by the COUNTY for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT and the COUNTY to third parties or to employees of HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT will have or has had employees who have access to Confidential Information of the COUNTY sign a nondisclosure agreement in content substantially similar to this AGREEMENT and will promptly notify the COUNTY in writing of the names of each such employee upon the request of the COUNTY at any time. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the COUNTY in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT utilizes to protect its own Confidential Information of a similar nature. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT agrees to notify the COUNTY promptly in writing of any misuse or misappropriation of Confidential Information of the COUNTY which may come to HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT'S attention.
26. HIPAA. If applicable, HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT agrees to comply with HIPAA. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT assumes any and all responsibility for compliance with HIPAA relative to the processing, confidentiality, and security of medical and/or health information and related documentation/records in connection with HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT's provision of services as set forth under the AGREEMENT. HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT hereby agrees to indemnify, defend, reimburse, and hold harmless the COUNTY, its officers, agents, and employees for, or on account of, any violation of HIPAA attributable to its performance under the AGREEMENT which subjects the COUNTY to any non-compliance penalties, whether civil or otherwise.

IN WITNESS WHEREOF, the County of Lancaster and **Emergency Services Consulting International** have executed this agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

**LANCASTER COUNTY
BOARD OF COMMISSONERS**

Lawrence M. George,
County Administrator/Chief Clerk

Ray D'Agostino, Chairman

Joahua G. Parsons, Vice Chairman

Alice Yoder, Commissioner

VENDOR:

Emergency Services Consulting International

J. Robert Brown, Jr.

**REQUEST FOR PROPOSAL
#25-023
HAZARDOUS MATERIALS RESPONSE STRATEGIC PLAN CONSULTANT
COUNTY of LANCASTER, PA**

3.0 Scope of Work

3.1 Project Planning Objectives

- 3.1.1 To develop a comprehensive strategic plan that will be used by the County of Lancaster and the Local Emergency Planning Committee (LEPC) to develop a new service delivery model for hazardous materials response within Lancaster County.
- 3.1.2 To incorporate an evaluation of the most common hazardous materials response models for financial stability and fit into the Lancaster County 9-1-1 system.
- 3.1.3 To develop a current operating picture for hazardous materials response in the County of Lancaster through financial analysis, chemical hazard analysis, operational analysis to include dispatching procedures, oral history, and interviews.
- 3.1.4 Obtain information from all local and state emergency response agencies that are involved in the hazardous materials response process and the environmental protection process.

3.2 Project Management

The following section provides a suggested approach for completing the Hazardous Materials Response Strategic Plan. Throughout this process, the Consultant will work closely with the Lancaster County Department of Public Safety: Emergency Management Division Hazardous Materials Administrator, LEPC members, members from the Lancaster County Fire Chiefs Association, members from the Lancaster County Police Chiefs Association, members of the Lancaster County Department Public Safety, and other local and state level responders.

- 3.2.1 The Consultant will be responsible for:
 - 3.2.1.1 Fulfilling the project scope.
 - 3.2.1.2 Meeting project schedules and milestone deliverables.

- 3.2.1.3 Preparing monthly progress reports for the County EMA to share with the LEPC.
- 3.2.1.4 Ensuring the Consultant meets all applicable grant agreement and insurance requirements and adheres to applicable state, county, local business practices, and certifications.
- 3.2.2 Tracking and Reporting of Project Progress and Costs
 - 3.2.2.1 Through coordination with Lancaster County Department of Public Safety: Emergency Management Division, the Consultant shall develop clear, definitive standards for the completion of the Hazardous Materials Response Strategic Plan. Consultant shall use the SMART objective management process when developing project goals and objectives.
 - 3.2.2.2 Milestones developed will include methods for stakeholder involvement. Committee meetings will be facilitated by the Consultant, in concert with the County of Lancaster Department of Public Safety: Emergency Management Division. Methods to allow public comment will be identified with steering committee input and facilitated by the Consultant.
 - 3.2.2.3 The Consultant must use proven methods for tracking and monitoring progress and costs at the contract level. After the Consultant receives approval to begin work from the County of Lancaster, the Consultant's Project Manager will ensure that staff members are aware of a project's purpose and goals, the schedule, and their responsibilities.
 - 3.2.2.4 Throughout the performance of a task, the Consultant will conduct and coordinate all technical and financial reviews as part of project management. The Consultant's Project Manager will hold regular meetings or conference calls to assess project progress against work plan objectives and goals. If the scope or schedule of the project is significantly altered during the period of performance, the Consultant will work with Lancaster County to revise the work plan to reflect changes.
 - 3.2.2.5 Act 165 Escrow funds are being used to conduct the hazardous materials response strategic plan for the County of Lancaster. The LEPC is responsible for the initial approval of funding for the project. Final funding approval will be made by the Board of Commissioners. The County of Lancaster is responsible for project oversight and administration.

3.3 Work Deliverables

- 3.3.1 The Hazardous Materials Response Strategic Plan shall meet or exceed the project objectives listed in section 3.1.
- 3.3.2 Consultant will provide a high-level brief on the project for county's elected officials.
- 3.3.3 Consultant will provide weekly (Monday COB) and monthly reports (last day of each month) for the duration of the contract.
- 3.3.4 Consultant will use nationally recognized guidelines and criteria, including National Fire Protection Association (NFPA) standards and pertinent federal regulation.
- 3.3.5 Consultant will use all pertinent state mandates, Pennsylvania Act 165, and other mandates that relate to hazardous materials response and environmental protection.
- 3.3.6 Consultant will use generally accepted practices within emergency services and hazardous materials response.
- 3.3.7 Consultant shall deliver recommendations for a well-suited hazardous materials strategic plan in written and electronic format.
- 3.3.8 Consultant shall include an annex which details helpful, related resources for county, municipal, and community partners to reference.
- 3.3.9 The Consultant shall provide, but not limited to, each item listed in the RFP. Additionally, the Consultant shall provide:

- 3.3.9.1 Ten (10) printed and bound copies of its final Strategic Plan.
- 3.3.9.2 Electronic copies of the plan on USB Flash drive in PDF format.

3.4 Task Statements

3.4.1 Task 1: Project Initiation & Development of Work Plan

3.4.1.1 At the outset of the project, the Consultant will develop a project work plan based on the scope of work (hazardous materials response and environmental protection strategic plan) and converse with Lancaster County's project team to gain a comprehensive understanding of team and program background, goals and expectations for this plan.

This work plan will be developed identifying:

- 3.4.1.1.1 Local Strategic planning team composition and project contacts
- 3.4.1.1.2 Primary tasks to be performed
- 3.4.1.1.3 Person(s) responsible for each task
- 3.4.1.1.4 Project schedule and timetable for each task to be completed
- 3.4.1.1.5 Strategic planning workshop format
- 3.4.1.1.6 Location of workshop and other logistical issues such as resources to be used
- 3.4.1.1.7 Methods of evaluating results
- 3.4.1.1.8 Possible obstacles or problem areas associated with the accomplishment of each task

This meeting will establish working relationships, make logistical arrangements, and determine appropriate lines of communication.

3.4.2 Task 2: Acquisition & Review of Background Information

3.4.2.1 The Consultant will request pertinent information and data from the Lancaster County Department of Public Safety Hazardous Materials Administrator. This data will be used extensively in the analysis and development of the team/program evaluation and strategic plan documents. The documents and information relevant to the hazmat program and the team itself will include, but not be limited to the following:

- 3.4.2.1.1 Past or current hazmat program studies or research
- 3.4.2.1.2 Local census and demographic information
- 3.4.2.1.3 Zoning maps
- 3.4.2.1.4 Financial data, including long-range financial plans and projections for the team and the hazardous materials program
- 3.4.2.1.5 Administrative policies and procedures
- 3.4.2.1.6 Standard Operating Guidelines (SOGs) and service delivery practices
- 3.4.2.1.7 Current service delivery objectives and targets
- 3.4.2.1.8 Facilities and apparatus inventories
- 3.4.2.1.9 Automatic and mutual aid agreements
- 3.4.2.1.10 Records management data
- 3.4.2.1.11 Computer-Aided Dispatch (CAD) incident records
- 3.4.2.1.12 Local Geographic Information Systems (GIS) data

3.4.3 Task 3: Stakeholder Input/Site Visit

3.4.3.1 The Consultant will visit facilities and conduct interviews with and gather information from key personnel including as necessary:

- 3.4.3.1.1.1 Meet with Lancaster County Department of Public Safety: all Divisions
- 3.4.3.1.1.2 Meet with current Hazardous Materials Response Team officers
- 3.4.3.1.1.3 Meet with LEPC leadership
- 3.4.3.1.1.4 Meet with Hazardous Materials Response Team members

- 3.4.3.1.1.5 Elected, or appointed officials, if necessary
- 3.4.3.1.1.6 Emergency management planning staff
- 3.4.3.1.1.7 Internal and external supporting agencies within the region
- 3.4.3.1.1.8 Employee and volunteer groups
- 3.4.3.1.1.9 Chemical Facilities, Transportation Companies, and Hazardous Materials Response Teams.

3.4.3.2 The Consultant will interview key stakeholders of any organization associated with this study. At minimum, members of the project team will interview appropriate community officials, fire department leaders and others that the project team deems necessary to complete the plan appropriately. From these interviews, the Consultant will obtain additional perspective on operational, administrative, and policy issues facing the team. In addition, the project team will learn more about availability of data necessary to meet projected goals.

3.4.4 Task 4: Organizational Overview

3.4.4.1 An overview of the team and community will be developed discussing:

- 3.4.4.1.1 Description of community served
- 3.4.4.1.2 Service area population and demographics
- 3.4.4.1.3 History, formation and general description of the Hazardous Materials Response Team and hazmat program
- 3.4.4.1.4 Foundational policy documents
- 3.4.4.1.5 Description of the current service delivery infrastructure
- 3.4.4.1.6 Governance and lines of authority
- 3.4.4.1.7 A review of policies, dispatch protocols and standard operating procedures
- 3.4.4.1.8 A review of available After-Action Reviews
- 3.4.4.1.9 A review of mutual aid relationships and expectations
- 3.4.4.1.10 A review of organizational structure and design with recommendations and improvement
- 3.4.4.1.11 Operating budget, funding, fees, taxation, and financial resources

3.4.5 Task 5: Management Components

3.4.5.1 The basic management processes will be reviewed, including:

- 3.4.5.1.1 Mission, vision, strategic planning, goals and objectives
- 3.4.5.1.2 Internal assessment of critical issues
- 3.4.5.1.3 Internal assessment of future challenges
- 3.4.5.1.4 Internal and external communication processes
- 3.4.5.1.5 Document control and security
- 3.4.5.1.6 Reporting and recordkeeping
- 3.4.5.1.7 Information technology systems

3.4.6 Task 6: Capital Assets and Capital Improvement Programs

3.4.6.1 The Consultant will review status of current major capital assets (facilities and apparatus) and analyze needs relative to the existing condition of capital assets and their viability for continued use in future service delivery, including:

- 3.4.6.1.1 Facilities: Tour and make observations in areas related to HMRT efficiency and functionality. Items to be contained in the report include:
 - 3.4.6.1.1.1 Design
 - 3.4.6.1.1.2 Construction
 - 3.4.6.1.1.3 Code compliance
 - 3.4.6.1.1.4 Staff facilities
- 3.4.6.1.2 Apparatus/Vehicles: Review and make the recommendations regarding inventory of apparatus and equipment. Items to be reviewed include:

- 3.4.6.1.2.1 Age, condition, and serviceability
- 3.4.6.1.2.2 Distribution and deployment
- 3.4.6.1.2.3 Maintenance
- 3.4.6.1.2.4 Regulations Compliance
- 3.4.6.1.2.5 Identify apparatus and equipment needs

3.4.7 Task 7: Staffing

3.4.7.1 The Consultant will review hazardous materials response team staffing levels. Tasks to be completed include:

- 3.4.7.1.1 Review and evaluate administration and support staffing levels
- 3.4.7.1.2 Review and evaluate operational staffing levels versus best practices and current trends
- 3.4.7.1.3 Review staff allocation to various functions
- 3.4.7.1.4 Review staff scheduling methodology
- 3.4.7.1.5 Analyze current deployment methods and staffing performance for incidents
- 3.4.7.1.6 Examine utilization of career versus volunteer staff
- 3.4.7.1.7 Review responsibilities and activity levels of personnel

3.4.8 Task 8: Training Program

3.4.8.1 The Consultant will review and make overall observations involving the hazardous materials response training program. Items to be reviewed include:

- 3.4.8.1.1 General training competencies
- 3.4.8.1.2 Training administration
- 3.4.8.1.3 Training schedules
- 3.4.8.1.4 Training facilities
- 3.4.8.1.5 Training procedures, manuals, and protocols
- 3.4.8.1.6 Training record keeping
- 3.4.8.1.7 Identify outside training that would be beneficial to the hazardous materials response
- 3.4.8.1.8 Identify needs of the Lancaster County Public Safety Training Center as it relates to hazardous materials response and environmental protection training

3.4.9 Task 9: SARA Title III Reporting Program

3.4.9.1 The Consultant will review and make overall observations involving the SARA Title III Reporting Program. Items to be reviewed include:

- 3.4.9.1.1 Organizational design and coordination
- 3.4.9.1.2 Number of reporting sites
- 3.4.9.1.3 General inspection program overview
- 3.4.9.1.4 Compliance with required regulations regarding SARA reporting
- 3.4.9.1.5 Facility pre-incident planning
- 3.4.9.1.6 Statistical collection and analysis

3.4.10 Task 10: Service Delivery and Performance

3.4.10.1 Review and make observations in areas specifically involved in, or affecting, service levels and performance. Areas to be reviewed shall include, but not necessarily limited to:

- 3.4.10.1.1 Historical Performance Summary:
 - 3.4.10.1.1.1 Analysis of actual system reflex time performance, analyzed by individual components from initial receipt of call to arrival of the full team (to the extent data is available).
- 3.4.10.1.2 Distribution Study:

- 3.4.10.1.2.1 Overview of the current facility and apparatus deployment strategy, analyzed through Geospatial Information System (GIS) software, with identification of service gaps and redundancies in staffing and unit arrival.
- 3.4.10.1.3 Concentration Study:
 - 3.4.10.1.3.1 Analysis of response time capability to achieve a full and effective response force.
 - 3.4.10.1.3.2 Analysis of staff distribution as related to effective response force assembly.
- 3.4.10.1.4 Reliability Study:
 - 3.4.10.1.4.1 Analysis of current workload (to the extent data is complete)
 - 3.4.10.1.4.2 Review of actual or estimated failure rates, capability to meet stated response goals given current staffing model (to extent data is complete)
 - 3.4.10.1.4.3 Analysis of call concurrency and impact on effective response force assembly (resource drawdown)
- 3.4.10.1.5 Mutual and automatic aid system contribution to performance.
- 3.4.11 Task 11: Fiscal Analysis of Current Conditions
 - 3.4.11.1 The Consultant will examine the actual public costs for the hazardous materials response team by reviewing not only the team budget, but overhead costs the County incurs in support of the hazardous materials response. Funding mechanisms are identified, and a comprehensive financial assessment is provided.
 - 3.4.11.1.1 Review and analysis of hazardous materials response team and hazmat program budgets and revenues
 - 3.4.11.1.2 Current costs of providing hazardous materials response
 - 3.4.11.1.3 Budgets (including CIP) and revenues
 - 3.4.11.1.4 Financial issues
 - 3.4.11.1.5 Develop projected budget extending to five and ten years at status quo
 - 3.4.11.1.6 Critical issues regarding funding
- 3.4.12 Task 12: Service Demand Projections
 - 3.4.12.1 Population growth projections, commercial and industrial development, transportation infrastructure and utilization along with historical and forecast incident rates, will be utilized to develop projections for future service demand.
- 3.4.13 Task 13: Community Risk Analysis
 - 3.4.13.1 Land Use and zoning classifications will be used, along with specific target hazard information, to analyze and classify community fire protection risk by geography. This process will be completed with GIS software and will consider:
 - 3.4.13.1.1 Population and population density
 - 3.4.13.1.2 Demographics and Community land use regulations
 - 3.4.13.1.3 Occupancy types by land use designation
 - 3.4.13.1.4 Hazardous substances and processes
- 3.4.14 Task 14: Future Delivery System Models
 - 3.4.14.1 The program and hazardous materials response evaluation concludes with strategies intended to place the County of Lancaster in a position to successfully serve its future hazardous materials demand and risk. The Consultants will develop and analyze various operational models for providing hazardous materials response services with the specific intent of identifying those options that can deliver the desired levels of service identified in the previous task at the most efficient cost. Recommendations will be provided identifying the best long-range strategy for service delivery and the impact of initiating

such a strategy. In addition, short and mid-term strategies will be recommended for service delivery improvement or increased efficiency. Financial analysis of various recommendations will be included with each option presented.

3.4.15 Task 15: Development of Response Standards and Targets

3.4.15.1 An appropriate set of response performance goals will be developed for the county hazardous materials response program matching the nature and type of risks identified in the previous report sections. The performance goals shall be developed with consideration to:

- 3.4.15.1.1 Incident-specific staffing levels to meet the critical tasking analysis for the identified risks
- 3.4.15.1.2 Apparatus assignments to accommodate the anticipated hazardous materials response and other critical functions of the identified risks
- 3.4.15.1.3 Time standards that will provide for effective initiation of critical tasks and functions

3.4.16 Task 16: Short and Mid-Term Strategies

3.4.16.1 Recommendations for improving hazardous materials service and system efficiency prior to any full implementation of the long-term strategy will be provided in areas such as:

- 3.4.16.1.1 Team management and organization
- 3.4.16.1.2 Staffing and personnel deployment
- 3.4.16.1.3 Service delivery methods
- 3.4.16.1.4 Training programs
- 3.4.16.1.5 Inspection/reporting programs
- 3.4.16.1.6 Enhanced cooperative service agreements with other communities or agencies
- 3.4.16.1.7 System funding and cost recovery
- 3.4.16.1.8 Others as appropriate and necessary

3.4.17 Task 17: Recommended Long-Term Strategy

3.4.17.1 The Consultant will develop a recommended long-term option for resource deployment that will improve the program's level of service towards the identified performance objectives and targets. This may include, but is not necessarily limited to, specific recommendations regarding:

- 3.4.17.1.1 Relocation of existing facilities
- 3.4.17.1.2 General locations of future necessary hazardous materials response team components
- 3.4.17.1.3 Selection and deployment of apparatus by type
- 3.4.17.1.4 Deployment of operations personnel
- 3.4.17.1.5 Future administrative and support personnel
- 3.4.17.1.6 Deployment of specialized units or resources
- 3.4.17.1.7 Additional infrastructure or facilities for administration and support programs

3.4.17.2 The Consultant will evaluate and present in graphical and descriptive format for each of the deployment option(s):

- 3.4.17.2.1 Degree of benefit to be gained through its implementation
- 3.4.17.2.2 Extent to which it achieves established performance targets
- 3.4.17.2.3 Potential negative consequences

3.4.18 Task 18: Planning Workshop

3.4.18.1 The Consultant will facilitate the development of a strategic plan utilizing a local planning team (15 to 20 persons) that includes representatives of the LEPC, Lancaster County Department of Public Safety, representatives from the supporting fire departments and

police departments, and various levels of hazardous materials response team membership. The strategic planning process will involve strategic planning meetings to be held on two consecutive days at an appropriate location within the community for both full group sessions and breakout small group work sessions.

3.4.19 Task 19: Vision, Mission, and Values

3.4.19.1 The Consultant must have experienced facilitators to guide the local planning team in the development of meaningful vision, mission, and values:

3.4.19.1.1 Vision statements describe the way the hazardous materials response program views itself in the future

3.4.19.1.2 Mission statement describes the purpose for which the program exists

3.4.19.1.3 Values enumerate the principles or ideas that are important to the LEPC and team members.

3.4.19.2 The Consultant will facilitate discussions that ensure participation by all present in order to stimulate challenging thought processes, prevent tangential discussion, and move the group to consensus. Consensus identification of key internal standards creates the moral and practical guidelines of the program.

3.4.20 Task 20: Internal and External Assessments

3.4.20.1 The Consultant will guide the local planning group through the honest and objective assessment of internal issues, and external challenges, also known as the SWOT Analysis.

3.4.20.1.1 Internal Assessment:

3.4.20.1.1.1 Strengths of the organization

3.4.20.1.1.2 Weaknesses of the organization

3.4.20.1.1.3 Opportunities facing the organization

3.4.20.1.1.4 Threats challenging the organization

3.4.20.1.2 External Assessment:

3.4.20.1.2.1 Strengths of the organization

3.4.20.1.2.2 Weaknesses of the organization

3.4.20.1.2.3 Opportunities of the organization

3.4.20.1.2.4 Threats challenging the organization

3.4.20.2 Analyzing the strengths, weaknesses, opportunities for, and threats to the County's hazardous materials response program is the next critical step in the strategic planning process. Strengths represent areas of the program to be built upon, and weaknesses are areas to be identified as potential sources for improvements. Opportunities are vital to the future of the program and should be viewed as positive prospects for growth and enhancement, while threats must be identified and addressed in advance, where possible. Other critical issues facing the program may be identified by the strategic planning group at this point as well.

3.4.21 Task 21: Goals and Objectives

3.4.21.1 The Consultant will direct the local planning team in the establishment of goals and objectives, critical tasks, and timelines that are imperative to the program and the participation of individual members.

3.4.21.1.1 Establishment of program goals that address the identified concerns of the external and internal customers over a one-to-five-year timeframe

3.4.21.1.2 For each goal, the development of one or more measurable objectives that are written in such a manner as to describe the criteria by which an outcome is judged complete or successful

3.4.21.1.3 Development of associated tasks for each goal and objective utilizing the format of identified measurable criteria

- 3.4.21.1.4 Development of reasonable time for completion
- 3.4.21.2 Attainment of this task will be demonstrated by the establishment of realistic goals and objectives for the hazardous materials response program. In order to meet the mission of the program, the establishment of these goals is essential to providing it and individual team members with a clear direction.
- 3.4.21.3 The goals and objectives established during this process will become management tools and should be updated on a continuous basis as priorities change and specific goals and/or objectives are achieved and denote relevant changes within the community and the program. Fastidiously following these goals and objectives will provide the program with the necessary direction and guidance into the future. This should also support the program by reducing the number of impediments, disruptions, and uncertainties it may face.
- 3.4.22 Task 22: Performance Measurements
 - 3.4.22.1 The Consultant will direct the local planning team in discussions regarding the establishment of performance measures that assist the program, the Department of Public Safety and the LEPC in measuring program progress toward the organizational vision. This will be an ongoing process and may initially involve concepts of performance measurement that will require modifications in the collection of necessary data as the program becomes more focused on measuring achievement and outcomes. The process may include:
 - 3.4.22.1.1 Identification of key performance areas
 - 3.4.22.1.2 Analysis of necessary and available performance data
 - 3.4.22.1.3 Preparation of performance measures from the following categories:
 - 3.4.22.1.3.1 Quality Measures
 - 3.4.22.1.3.2 Input Measures
 - 3.4.22.1.3.3 Output Measures
 - 3.4.22.1.3.4 Outcome Measures
 - 3.4.22.1.3.5 Efficiency Measures
- 3.4.23 Task 23: Development and Review of Draft Report
 - 3.4.23.1 The Consultant will develop and produce an electronic version of the draft written report for review by Montgomery County. Client feedback is a critical part of this project and adequate opportunity will be provided for review and discussion of the draft report prior to finalization. The report will include:
 - 3.4.23.1.1 Detailed narrative analysis of each report component structured in easy-to-read sections, accompanied by explanations to encourage understanding by both staff and civilian readers.
 - 3.4.23.1.2 Clearly designated timeline recommendations highlighted for easy reference and cataloged as necessary in a report appendix.
 - 3.4.23.1.3 Supportive charts, graphs, and diagrams, where appropriate.
 - 3.4.23.1.4 Supportive maps, utilizing GIS analysis as necessary.
- 3.4.24 Task 24: Publication of Final Strategic Plan Report
 - 3.4.24.1 The Consultant will compile the results of the strategic planning work sessions and produce ten (10) publication-quality bound, final versions of the written Strategic Plan document. An electronic version of the document will also be provided.
- 3.4.25 Task 25: Delivery and Presentation of the Hazardous Materials Response Evaluation and the Strategic Plan
 - 3.4.25.1 The Consultant will complete any necessary revisions of the draft hazardous materials response evaluation and produce ten (10) publication-quality bound, final versions of the written report along with an electronic copy in PDF file format. A formal presentation of

the hazardous materials response evaluation report and the Strategic Plan will be made by the Consultant project member(s) to staff, elected officials, and/or the general public as necessary and will include the following:

- 3.4.25.1.1 A summary of the nature of the report(s), the methods of analysis, the primary findings, and critical recommendations.
- 3.4.25.1.2 Supportive audio-visual presentation.
- 3.4.25.1.3 Review and explanation of primary supportive charts, graphs, diagrams, and maps. Opportunity for questions and answers, as needed.
- 3.4.25.1.4 All presentation materials, files, graphics, and written material will be provided to the County of Lancaster at the conclusion of the presentation(s).

RESOLUTION NO. 9 of 2026

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster to enter into an Agreement of Sale for an Agricultural Conservation Easement with the following property owner:

<u>Name/Township</u>	<u>Type of Easement</u>	<u>County Share</u>	<u>State Share</u>
James L. Denlinger and Alica B. Denlinger 2016-005 East Lampeter Township	Perpetual	\$0.00	\$193,400.00

The Commissioners certify that the James L. Denlinger and Alica B. Denlinger farm, consisting of 48.93 acres, of which, 48.35 is proposed for preservation is located in the Agricultural Security Area of East Lampeter Township.

ADOPTED this ___ day of February 2026, by the Board of Commissioners of the County of Lancaster, Pennsylvania, in lawful session duly assembled.

ATTEST, to each:

Ray D'Agostino, Chairman

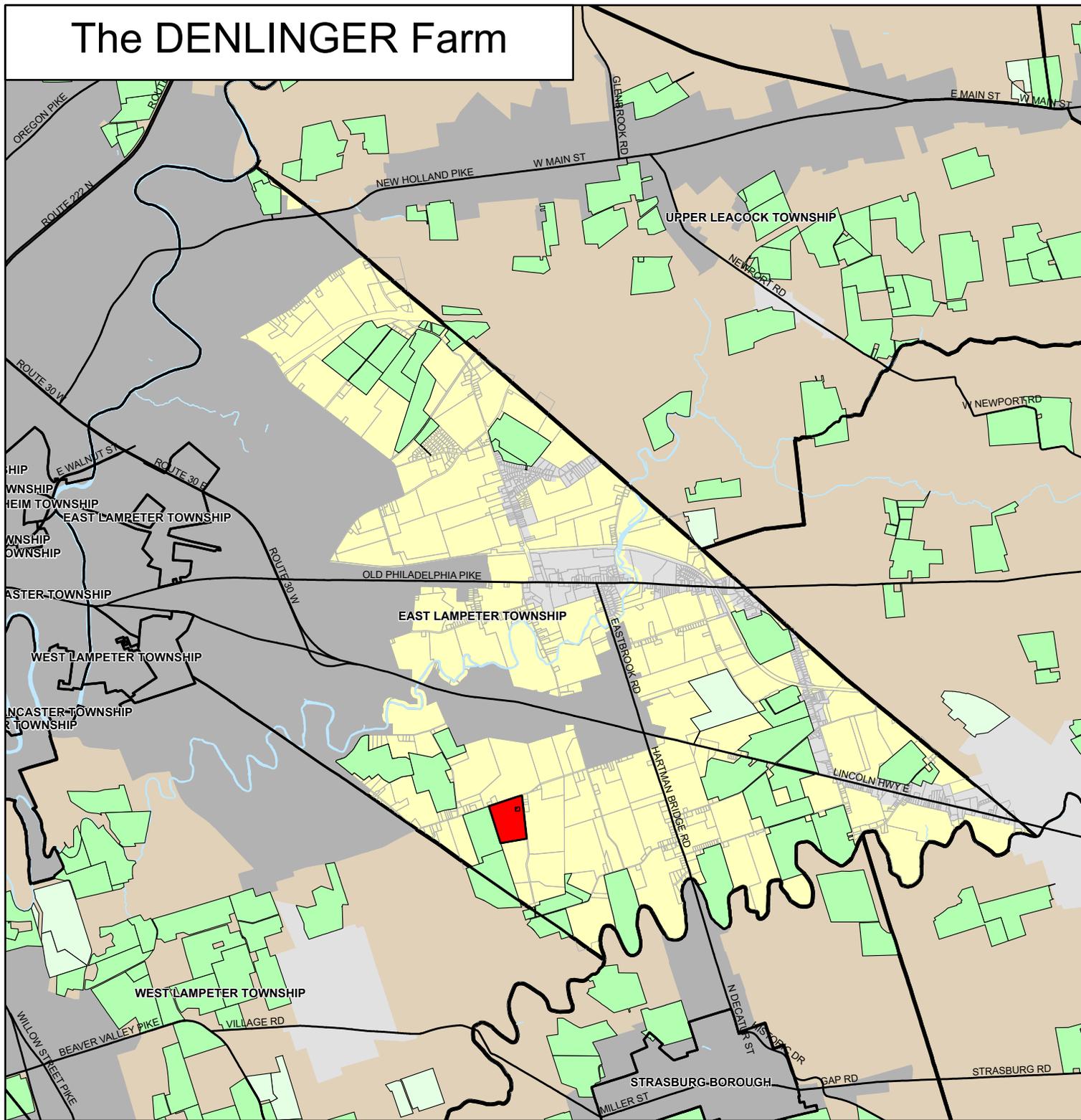
Lawrence M. George
Conty Administrator/Chief Clerk
County of Lancaster, PA

Joshua G. Parsons, Vice Chairman

Alice Yoder, Commissioner

Board of Commissioners of
Lancaster County, Pennsylvania

The DENLINGER Farm



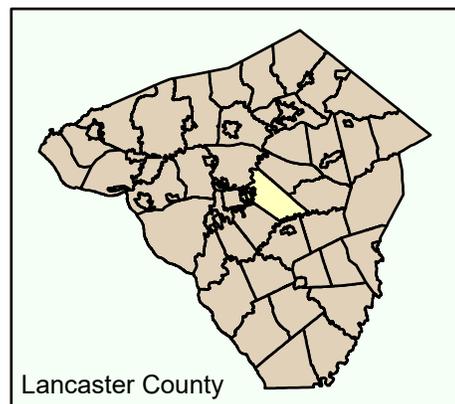
Features

	DENLINGER Farm		Exclusion
	Easements		Major Road
	Applications		Minor Road
	Water Feature		Parcel
	Urban Growth Boundary		Selected Municipality
	Village Growth Boundary		Surrounding Municipalities

The DENLINGER Farm
310-08471-0-0000
East Lampeter Township
2016-005 monitoring 2026

Farmland information furnished to the Lancaster County Agricultural Preserve Board, and contained in this data, was obtained from sources considered reliable and believed to be accurate. However, this information is not warranted, and no responsibility for the accuracy of this information is assumed by the Lancaster Agricultural Preserve Board or the Lancaster County Geographic Information Systems Department.

Produced by:
 Baer Kevin
 February 04, 2026



RESOLUTION NO. 10 OF 2026

ADOPTION OF A LANCASTER COUNTY PLANNING REVIEW FEES SCHEDULE

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, Section 502(b) of the Pennsylvania Municipalities Planning Code (MPC) obligates municipalities that have adopted a subdivision and land development ordinance (SALDO) for their jurisdiction to forward subdivision and land development submittals to the County for advisory review and report to the municipality; and

WHEREAS, Section 502(b) of the MPC furthermore authorizes the payment of a fee to the County by an applicant for advisory County review sufficient to cover the costs of County review and report; and

WHEREAS, Section 609(e) of the MPC requires municipalities to submit proposed zoning ordinance amendments and zoning map changes to the County Planning Department for review and recommendations, and Section 202 of the MPC authorizes the County to charge reasonable fees for the performance of such professional planning services; and

WHEREAS, the Pennsylvania Sewage Facilities Act (Act 537) and 25 Pa. Code § 71.83 require County Planning review of sewage facilities planning modules (Component 4) for consistency with county-wide planning, and authorize the collection of reasonable fees to cover the costs of said professional reviews; and

WHEREAS, The Lancaster County Planning Schedule of Application Fees has not been revised since on or before February 18, 2015; and

WHEREAS, The Lancaster County Board of Commissioners recognizes the need of the County to provide subdivision and land development review to ensure subdivision and land development plan compliance with the planning policies, standards and requirements of the MPC and the County; and

WHEREAS, The Lancaster County Board of Commissioners recognizes the fiscal responsibility of the County for establishing a review fees schedule that is reasonable and customary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA, as follows:

1. **Applicability.**
The fees scheduled set forth by this resolution shall apply to all subdivision and land development plan submittals, zoning ordinance and map amendments, and sewage facilities planning modules filed with the Lancaster County Planning Department ("Planning Department") for review and report.
2. **Schedule of Review Fees.**
The schedule of Planning Department fees for all subdivision and land development plan submittals filed for advisory review by the Planning Commission shall be as shown in attached Exhibit A.

3. Requirements.
 - A. The tally of lots for purposes of calculating subdivision fees by the number of proposed lots shall include the residual or "parent" lot or tract of land.
 - B. Planning review work shall cease if the applicant has not paid the applicable fees in accordance with customary County billing procedures.
4. Fee Exemptions and Waivers.
 - A. Municipal Initiatives: Fees shall be waived for all advisory reviews of municipal comprehensive plans, zoning ordinance text amendments, and zoning map amendments initiated by a municipality for the purpose of updating local regulations or public policy.
 - B. Public Entities: Fees may be waived for applications filed by a governmental subunit of the Commonwealth of Pennsylvania or the United States, including local school districts and municipal authorities, provided the project serves a primary public purpose.
 - C. Private Petitions: No waiver shall apply to zoning maps or text amendments initiated by private petition. Private applicants shall be responsible for the "Private Petition" fee as outlined in Exhibit A.
5. Effective Date.

This resolution shall become effective and be in force May 1, 2026.
6. Evaluation for Effectiveness.

The Planning Department is authorized to periodically evaluate the effectiveness of this fees schedule and its stipulated requirements and to recommend to the Lancaster County Board of Commissioners such revisions as determined necessary or appropriate.
7. Repeal.

This resolution shall replace the Fee Schedule for Subdivision and Land Development Applications resolution adopted by the Lancaster County Board of Commissioners, effective February 18, 2015.

ADOPTED this __day of February 2026, by the Lancaster County Board of Commissioners,
Lancaster County, Pennsylvania.

ATTEST:

Ray D'Agostino, Chairman

Lawrence M. George
County Administrator/Chief Clerk
County of Lancaster, PA

Joshua Parsons, Vice Chairman

Alice Yoder, Commissioner

Board of Commissioners of
Lancaster County, Pennsylvania

EXHIBIT "A"

LANCASTER COUNTY

PLANNING REVIEW FEES SCHEDULE

Adopted on February 18, 2026

Effective On May 1, 2026

A. Subdivision Plan Submittals (Preliminary and Final Plans)

\$125 Base Fee, plus

\$20 Each lot or unit*

- *Lot calculations must include the residual or "parent" lot*
- **Unit calculations should exclude any existing dwellings*
- **Max Fee of \$4,000 for residential unit calculation only*

B. Land Development Plan Submittals (Preliminary and Final Plans)

\$125 Base Fee, plus

\$20 Each 1,000 SF (or portion) thereof new building footprint or each unit (if any)

- **Unit calculations can be used instead of SF for apartments*
- **Max Fee of \$4,000 for residential unit calculation only*

C. Combined Subdivision and Land Development Plan Submittals (Preliminary and Final Plans)

\$125 Base Fee, plus

50% Of the combined fees for each separate plan type (*excluding base fees*)

- **Max Fee of \$4,000 for residential unit calculation only*

D. Submittals for Expedited Review of Qualified Plans in Municipalities with Memorandum of Understanding (MOUs)

50% Of the fee calculated for a regular LCPC advisory plan review submittal

[Find out if your municipality has an active MOU:](https://lancastercountyplanning.org/140)
<https://lancastercountyplanning.org/140>

E. Sewage Facilities Planning Modules Submittals

\$150 Planning module review

F. Community Plan, Maps and Ordinance Submittals (CPOs)

\$325 LCPC review per Municipalities Planning Code (MPC)

- Article III – Comprehensive Plans and amendments
- Article IV – Adoption or amendment of official map
- Article V – Subdivision and Land Development ordinance amendment
- Article VI – Zoning Ordinance text and map amendment

Work Session – February 17, 2026

Lancaster County Agricultural Preserve Board

Motion to amend the reappointment of Jered Hess to a term that ends May 31, 2026.

The Agricultural Preserve Board is recommending that Dan Zimmerman be appointed as chairman of the Agricultural Preserve Board.

The reappointment is made annually by the chairman of the Board of Commissioners.

Both appointments are Lancaster County residents.

Work Session February 17, 2026

Lancaster County Housing Authority Board

Reappointment of James Williams to a five-year term from March 31, 2026 through March 31, 2031.

(Ordinance No. 120, Land Bank Authority has same term as Redevelopment Authority)

Lancaster County resident.

LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA

WEDNESDAY, FEBRUARY 18, 2026

9:15 a.m. – Conference Room #701, 7th Floor

The Commissioners' Meeting is being video recorded for public viewing and is available on the County's website.



1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Ray D'Agostino.
2. Pledge of Allegiance
3. Minutes as Distributed: Approval of the February 11, 2026 Commissioners' Meeting Minutes.
4. Old Business:
5. New Business:
 - a. **Department of Public Safety 911 Division – Grant Award with the Pennsylvania Emergency Management Agency (PEMA)**
Paul Marler, Deputy Director of IT
 - b. **District Attorney's Office – Victim/Witness Services – Grant Award with the Pennsylvania Commission on Crime & Delinquency (PCCD)**
Deanna Weaver, Program Director
 - c. **Purchasing Department on behalf of the Department of Public Safety – Agreement with Emergency Services Consulting International**
Michael Armer, Buyer III
Zach Gibbons, Emergency Management and Hazmat Operations Manager
 - d. **Agricultural Preserve Board – Resolution No. 9 of 2026: Agricultural Conservation Easement**
Matt Knepper, Director
 - e. **Planning Department – Resolution No. 10 of 2026: Planning Review Fees Schedule**
Will Clark, Executive Director
John Hershey, Deputy Director
6. Business from Guests
7. Adjourn