Fayette County Commissioners Meeting
Tuesday, February 17, 2015 – 10 a.m.

1. **Prayer**

2. **Pledge of Allegiance**

3. **Proclamations**

Teen Dating Violence Awareness and Prevention Month February 2015

Developmental Disabilities Awareness Month March 2015

4. **Public Comment on Agenda Items:**

5. **Adult Probation Office:**

Consider approval of amendments No. 2 and No. 5 to the BI Inc. contract with the county of Fayette, as attached.

6. **Behavioral Health Administration:**

Consider approval of agreements and modifications:

	Contract Value	Period
Base Contract Agreement 2014-2015		
Interim Healthcare	$656	7/1/14-6/30/15
Modification Agreement #1 2014-2015		
Arc, Fayette	$555,315	7/1/14-6/30/15
Interim Healthcare	$17,594	7/1/14-6/30/15
HealthChoices Agreement for Professional Services - 2015		
Maher Duessel, Certified Public Accountants	$18,500	Year Ended 12/31/14

7. **Children and Youth Services:**

Consider approval of a **FY2014-15** Purchase of Service Agreements between the County of Fayette, through Fayette County Children & Youth Services and **ACS Psychological Associates, Inc.**, 136 East Fayette Street, Uniontown, PA 15401 for clinical services provided to children & adults on an as needed basis. The rates are as follows:

Psychological Testing	$150.00 per hour
Individual Assessment / Therapy	$ 70.00 per hour
Group Therapy	$ 35.00 per hour
Court Testimony	$100.00 per hour

Consider approval to award the following contracts for Bid 15-01 for the additions and alterations to the Fayette County CYS building: General construction, Yarborough Development, $587,890.00; Mechanical Construction, Controlled Climate systems, $62,600.00; Plumbing construction, Anderson Plumbing, $39,624.00; and to reject the remaining bids and rebid the electrical contract.

8. **Controller:**

Financial condition of the county.

9. **Courts:**

Consider entering into a contract between the County of Fayette and Dana Snyder Enos of Connellsville to clean District Court 14-1-02 for $100 a month starting in January of 2015. Contract shall not exceed $1,200 a year and shall continue until either party asks for the contract to be terminated.

Consider entering into a contract between the County of Fayette and Kristin L. Kolosky of Uniontown to clean Central Court 14-0-00 for $100 a month starting February 9, 2015. For calendar year 2015 contract shall not exceed $1,100, for each year after that contract shall not exceed $1,200. Contract shall continue until either party asks for the contract to be terminated.

Consider modifying the existing lease between Fayette County and Bernard Liptak for District Court 14-3-04, to be effective January 1, 2015.

10. **Election Bureau:**

Consider approval for the Election Bureau Director and one Election Bureau employee to attend the Spring conference to be held on March 27th in Butler County at no cost to the county.

11. **Human Resources:**

EMA

Consider approving the promotion of five (5) TBD Dispatcher I's to Dispatcher II's at SEIU Pay Grade 11 effective TBD.

FACT

Consider ratifying the hire of Albert Sellers as a Full Time Bus Driver at SEIU Pay Grade 8 Starting Rate, $11.82/hr. ($23,049 annually) effective February 3, 2015.

Consider approving the hire of Elsie Hartsek as a Part Time Bus Driver at $11.82/hr., effective February 18, 2015.

FCBHA

Consider ratifying the resignation, due to Separation to Accept State Employment, of Keli A. Reams, County Caseworker II, effective January 30, 2015.

Consider approving the hire of Joshua D. Krueger as the Information Technology Generalist 1 at $20.73/hour ($40,423.50 annually), effective February 25, 2015.

Consider approving the hire of TBD, as a County Caseworker II at $15.54/hour ($30,303.00 annually), effective TBD.

HR

Consider ratifying the Fayette Career Technical Institute student onsite job shadowing program effective February 11, 2015.

Consider approving the 450 hour volunteer Internship of CAL U Management Major, Dylan Altemara, effective February 18, 2015.

Consider ratifying the update of the County's Vacation Leave policy #7.2 effective February 18, 2015.

Consider ratifying the update of the County's Personal Time policy #7.3 effective February 18, 2015.

Consider ratifying the update of the County's Bereavement Leave policy #7.8 effective February 18, 2015.

Prison

Consider approving the volunteer internships of the following students, effective February 18, 2015: Masters of Psychology student at CAL U, Elizabeth Gatta, for 240 hours; Bachelor of Psychology student at CAL U, Andy Dorsey, for 450 hours; and Bachelor of Psychology student at PSU Fayette, Russell Baird, for 120 hours.

Public Defender

Consider ratifying the amended hire date of William Bechtold in the Investigator position from January 26, 2015 to January 22, 2015.

Consider ratifying the hire of Beth Guty as the Department Clerk I at SEIU Pay Grade 3 Starting Rate, $10.00/hr. ($19,575 annually), effective January 23, 2015.

12. Juvenile Probation Office:

Consider approval to purchase and place a 10 by 10 economy grade locked storage shed on county property at the Fayette County Bridge Department at a cost of $1,541.

13. Planning and Zoning:

Consider RZ 14-11 Scott L. & Judith A. Tracy, Dunbar Township, requesting an extension of B - 1 General Business zone on property currently zoned A-1 Agricultural-Rural.

Consider approval to select a design consultant for Bridge 162 Mountain Creek/Reeses Bridge in Georges Township, Fayette County with the review, ranking and recommendation to be prepared by Art Cappella, Bob Carson and Bill Arnold, with Sue Martin as alternate.

A total of nine firms submitted Statements Of Interest (SOI) on the ECMS website by the January 30, 2015 closing date. The county must select a total of three firms ranking them one through three for this design project. Once this has occurred, we will inform the District of the county's prioritization.

Firms interested in the Bridge 162 project include the following:

Gibson-Thomas Engineering Company
M.J. McTish and Associates
C.D.R. Maguire Inc.
GAI Consultants Inc.
Sucevic, Piccolomini, & Kuchar Engineering Inc.
T.W. Engineering Inc.
The Markosky Engineering Group Inc.
CDM Smith Inc.
CDI-Infrastructure , LLC d/b/a L.R. Kimball

Consider ratification of a grant application to the U.S. Department of Justice Office on Violence Against Women (OVW) in the amount of $500,000.00. No county match is required. It is a continuation of a current project operated by the Fayette County Supervised Visitation and Safe Exchange. Funding of the current program expires in October of this year. This application is intended to sustain the program.

14. <u>Commissioners:</u>

Consider approval of the designated deputy tax collectors submitted by 31 municipalities, as required under Act 164 of 2014, which requires all tax collector's to appoint a deputy that can act on his/her behalf in the event they are incapacitated and unable to perform the duties of tax collector.

Consider a motion to approve the November 18, 2014 regular commissioner meeting minutes.

Consider a motion to approve the December 16, 2014 regular commissioner meeting minutes.

Consider a motion to approve the December 29, 2014 special commissioner meeting minutes.

Consider appointments to various boards and authorities.

Consider ratification of the following transfers.

1-16-15 to 2-4-15

Department	Cost Center	Debit	Credit
Bridge Department			
Pa Highways	**24431252245**	**$500.00**	
Utilities	**24431253600**		**$500.00**

Building and Grounds			
Equipment	**01417452300**	**$300.00**	
Material/supplies	**01417452010**		**$300.00**
Equipment	**01417452300**	**$500.00**	
Travel	**01417453300**		**$500.00**
Commissioners			
Contingency	**01417952910**	**$108.25**	
Life insurance public works	**01417451580**		**$5.00**
Life insurance clerk of courts	**01419151580**		**$11.00**
Life insurance controller	**01413351580**		**$3.50**
Life insurance election	**01412051580**		**$5.00**
Life insurance MDJ Kasunic	**01418630451580**		**$6.00**
Life insurance prothonotary	**01419551580**		**$2.00**
Life insurance public defender	**01415251580**		**$39.50**
Life insurance ROW	**01419651580**		**$13.00**
Life insurance solicitor	**01415151580**		**$6.25**
Life insurance treasurer	**01413951580**		**$9.00**
Life insurance victim witness	**0141940751580**		**$2.00**
Life insurance UCC	**01417251580**		**$6.00**
Contingency	**01417952910**	**$158.50**	
Life insurance bridge dept.	**24431251580**		**$23.00**
Life insurance DR	**18418751580**		**$2.75**
Life insurance CYS	**36442051580**		**$132.75**
Coroner			
Postage	**01419353250**	**$420.00**	
Telephone	**01419353200**		**$420.00**
Contract services	**01419353010**	**$1,200.00**	
Contingency	**01417952910**	**$3,380.00**	
Coroner transport	**01419352638**		**$4,580.00**
Contingency	**01417952910**	**$35,465.00**	
Autopsies	**01419353180**		**$35,465.00**
EMA			
Materials/supplies	**39429152000**	**$200.00**	
Utilities	**39429153600**		**$200.00**
Magisterial District Courts			
Utilities	**01418610153600**	**$35.00**	
Telephone	**01418610153200**		**$35.00**
Telephone	**01418600053200**	**$151.00**	
Rent	**01418600053830**		**$151.00**
Utilities	**01418610153600**	**$20.00**	
Telephone	**01418610153200**		**$20.00**
Travel	**01418630253300**	**$100.00**	
Telephone	**01418630253200**		**$100.00**
Materials/supplies	**01418600052000**	**$200.00**	
Rent	**01418600053830**		**$200.00**
Prison			
Photocopy/printing	**01423252200**	**$2,000.00**	
Uniforms	**01423252735**	**$3,000,00**	
Medical services	**01423253020**	**$7,000.00**	
Materials/supplies	**01423252000**		**$5,000.00**
Day Reporting Program	**01423254001**		**$7,000.00**

Contingency	**01417952910**	**$73,350.00**	
Prisoners out of county	**01423253840**		**$73,350.00**

Total Debits	**$128,087.75**	**Total Credits**	**$128,087.75**

Consider approval of selecting a surveying firm to provide property surveys for the jail project subject to responses from a Request for Proposals and recommendation by Astorino/Cannon Design.

Public Announcements:

Public Comments:

Adjournment:

AMENDMENT NO. 2

TO THE
MONITORING SERVICE AGREEMENT
AGREEMENT NO. 050203TC1 ("Agreement")
BETWEEN
BI INCORPORATED ("BI")
AND
FAYETTE COUNTY ("Agency")

This Amendment is entered into by and between Agency and BI.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree to amend the above-referenced Agreement as follows:

1. In Exhibit C, HomeGuard 200 Unit pricing is deleted entirely and replaced with the following:

Service – Standard Automated

HomeGuard® 200 Unit Rental Charge:	$0.85	per day per Unit provided from BI inventory.
HomeGuard 200 Monitoring Service Charge:	$1.05	per Unit per active day.
Total HomeGuard 200 Unit Charge:	$1.90	per Unit per day.

ADDITIONAL SERVICES:

Freight: BI will pay for the cost of shipping Units and other Equipment to and from Agency.

Ten Percent (10%) HomeGuard 200 Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of HomeGuard 200 Units equal to, but not to exceed, 10% of that month's average number of active HomeGuard 200 Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 200 Units in excess of the 10% allowance, Agency will incur a $0.85 charge per unit per day.

Five Percent (5%) HomeGuard 200 Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HomeGuard 200 Units equal to, but not to exceed, 5% of the average daily total number of active HomeGuard Units in Agency's possession. Replacement costs for HomeGuard 200 Units in excess of the 5% allowance are the following: HomeGuard 200 Receiver - $900.00 each and HomeGuard 200 Transmitter - $350.00 each.

Reasonable Supplies: Service includes reasonable disposable field supplies as required by Agency.

The changes to Rental and Service pricing listed in the Section 1 shall be effective the first day of the first full month following the date of full execution of this Amendment.

2. In Exhibit C, HomeGuard 206 Unit pricing is added as follows:

Service – Standard Automated

HG206 HomeGuard Digital Cell Unit Rental Charge:	$1.94	per day per Unit provided from BI inventory.
HG206 HomeGuard Digital Cell Monitoring Service Charge:	$1.05	per Unit per active day.
Total HG206 HomeGuard Digital Cell Unit Charge:	$2.99	per Unit per day.

Freight: BI will pay for the cost of shipping Units and other Equipment to and from Agency.

Ten Percent (10%) HG206 HomeGuard Digital Cell Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive HG206 HomeGuard Digital Cell Units equal to, but not to exceed, 10% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HG206 HomeGuard Digital Cell Units in excess of the 10% spares allowance, Agency will incur a $1.94 charge per unit per day.

Five Percent (5%) HG206 HomeGuard Digital Cell Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HG206 HomeGuard Digital Cell Units equal to, but not to exceed, 5% of the average daily total number of active HG206 HomeGuard Digital Cell Units in Agency's possession. Replacement costs for HG206 HomeGuard Digital Cell Units above the 5% allowance are the following: HG206 HomeGuard Digital Cell Receiver - $1,500.00 each and HG206 HomeGuard Digital Cell Transmitter - $350.00 each.

Reasonable Supplies: Service includes reasonable disposable field supplies as required by Agency.

3. In Exhibit C, TAD Unit pricing is added as follows:

TAD UNIT TERMS AND CHARGES:

TAD ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge:	$4.58	per Unit per day provided from BI inventory.
TAD Alcohol Only Monitoring Service Charge:	$1.95	per Unit per active day.
Total TAD Alcohol Only Charge:	$6.53	per Unit per day.

TAD WITH RF CHARGES:

TAD Monitoring Unit Rental Charge:	$4.58	per Unit per day provided from BI inventory.
TAD with RF Monitoring Service Charge:	$2.09	per Unit per active day.
Total TAD with RF Charge:	$6.67	per Unit per day.

TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge:	$4.58	per Unit per day provided from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	$1.52	per Unit per day provided from BI inventory.
TAD Alcohol Only Monitoring Unit Service Charge:	$1.95	per Unit per active day.
Total TAD Plus Cellular – Alcohol Only Charge:	$8.05	per Unit per day.

TAD PLUS CELLULAR - WITH RF MONITORING CHARGES:

TAD Monitoring Unit Rental Charge:	$4.58	per Unit per day provided from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	$1.52	per Unit per day provided from BI inventory.
TAD with RF Monitoring Service Charge:	$2.09	per Unit per active day.
Total TAD Plus Cellular - with RF Monitoring Charge:	$8.19	per Unit per day.

ADDITIONAL SERVICES:

Freight: BI will pay for the cost of shipping Units and other Equipment to and from Agency.

Ten Percent (10%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 10% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 10% allowance, Agency will incur a $4.58 charge per unit per day. Following execution of this Amendment, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

Five Percent (5%) TAD Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged Units equal to, but not to exceed, 5% of the average daily total number of active TAD Units in Agency's possession. Replacement costs for TAD Units above the 5% allowance are the following: TAD Ankle Bracelet - $1,750.00 each; TAD HomeBase - $1,750.00 each; and TAD fiber optic Strap - $60.00 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

Ten Percent (10%) TAD Cellular HomeBase Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Cellular HomeBase Units equal to, but not to exceed, 10% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the 10% allowance, Agency will incur a $1.52 charge per unit per day. Following execution of this Amendment, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

Five Percent (5%) TAD Cellular HomeBase Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged active TAD Cellular HomeBase Units equal to, but not to exceed, 5% of the average daily total number of active TAD Cellular HomeBase Units in Agency's possession. Replacement cost for TAD Cellular HomeBase Units above the 5% allowance is $2,250.00 each.

Reasonable Supplies: Service includes reasonable disposable field supplies as required by Agency.

Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, by signing below Agency and BI have caused this Amendment to be effective as of the latest date set forth below.

BI INCORPORATED	**FAYETTE COUNTY**
_____	_____
Signature	**Signature**
Ruth Skerjanec	_____
Printed Name	**Printed Name**
VP, Financial Planning	_____
Printed Title	**Printed Title**
_____	_____
Date	**Date**

AMENDMENT NO. 5

TO THE
EXACUTRACK SERVICE AGREEMENT
AGREEMENT NO. 010808VG1 ("Agreement")
BETWEEN
BI INCORPORATED ("BI")
AND
FAYETTE COUNTY ("Agency")

This Amendment is entered into by and between Agency and BI.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree to amend the above-referenced Agreement as follows:

ExacuTrack One Unit pricing is deleted entirely and replaced with the following:

EXACUTRACK ONE CHARGES:

ExacuTrack One Tracker Component Rental: $2.40 per day per Unit provided from BI inventory.

EXACUTRACK ONE WITH 1.30.A0 ZX SERVICE:

Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 30 minutes, no AFLT, with Zone Crossing Notification.

ExacuTrack One 1.30.A0 ZX Service: $1.45 per day per Unit provided from BI inventory.

ExacuTrack One 1.30.A0 ZX Total: $3.85 total of ExacuTrack One Components and ExacuTrack One **1.30.A0 ZX** Service charges.

ADDITIONAL SERVICES:

Freight: BI will pay for the cost of shipping Units and other Equipment to and from Agency.

Twenty Percent (20%) ExacuTrack One Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep a quantity of ExacuTrack One Tracking units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Rental Charge while not in use). For any inactive ExacuTrack One Units in excess of the 20% allowance, Agency will incur a $2.40 charge per unit per day.

Five Percent (5%) ExacuTrack One Unit Loss or Damage: During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged ExacuTrack One Units equal to, but not to exceed, 5% of the average daily total number of active Units in Agency's possession. Agency will be responsible for all costs related to replacing lost, stolen or damaged ExacuTrack One Equipment in excess of the 5% allowance. Replacement costs for ExacuTrack One Units are the following: ExacuTrack One Beacon - $300.00 each; ExacuTrack One Bracelet - $1,200.00 each; ExacuTrack One fiber optic strap - $27.00 each; and ExacuTrack One wallcharger - $37.35 each.

The changes to Rental and Service pricing listed in this Amendment shall be effective the first day of the first full month following the date of full execution of this Amendment.

Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, by signing below Agency and BI have caused this Amendment to be effective as of the latest date set forth below.

BI INCORPORATED	**FAYETTE COUNTY**
_____	_____
Signature	**Signature**
_____	_____
Printed Name	**Printed Name**
_____	_____
Printed Title	**Printed Title**
_____	_____
Date	**Date**