

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

1. **Silent 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 placing on the agenda approval of amendments No. 2 and No. 5 to the BI Inc. contract with the county of Fayette, as attached.

6. **Assessment Office:**

Consider placing on the agenda approval to advertise for bids for the lease of one certified/preowned Ford Escape-Jeep Liberty 4WD (or equivalent model) for the Fayette County Assessment Office to replace an aging vehicle.

7. **Behavioral Health Administration:**

Consider placing on the agenda approval of agreements and modifications:

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

8. **Children and Youth Services:**

Consider placing on the agenda 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

9. Courts:

Consider placing on the agenda 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 placing on the agenda 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 placing on the agenda exchanging the lease with Mr. Bernard Liptak for District Court 14-3-04 for Cheryl Liptak, It is my understanding that the lease is to stay the same with the exception of the Lease holder being Mrs. Liptak instead of her husband. New lease is to be effective 1/1/2015.

10. Election Bureau:

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

FACT

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

Consider placing on the agenda approving the hire of TBD as a Part Time Bus Driver at \$11.82/hr., effective TBD.

Consider placing on the agenda approving the hire of TBD as a Part Time Bus Driver at \$11.82/hr., effective TBD.

FCBHA

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

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

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

Consider placing on the agenda approving the 2015 Fayette County Behavioral Health Administration Compensation Plan for the period January 1, 2015 through December 31, 2015. For the period January 1, 2015 through December 31, 2015, the annual increment will be approximately three percent (3%). The Longevity/Seniority Increment will continue to be a movement of one step, approximately three percent (3%) on the approved salary schedule.

HR

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

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

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

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

Public Defender

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

Consider placing on the agenda 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 placing on the agenda 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 placing on the agenda 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 placing on the agenda approval to select a design consultant for Bridge 162 Mountain Creek/Reeses Bridge in Georges Township, Fayette County.

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. (Number one indicates the firm selected to perform the job)

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 placing on the agenda 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. Commissioners:

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

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

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

Consider placing on the agenda approval for the Fayette County Sheriff's office to purchase 13 bulletproof vests at a cost of \$7,397.

Consider placing on the agenda approval for Fayette County to contribute \$25,346 for the purchase and implementation of Polaris, a library circulation and interlibrary loan system for

Brownsville Free Public Library, Carnegie Free Library of Connellsville and German-Masontown Public Library.

Consider placing on the agenda appointment to various boards and authorities.

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

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