

Fayette County Commissioners Voting Meeting
Thursday, January 15, 2026 – 10 a.m.

1. Call to Order

2. Prayer

3. Pledge of Allegiance

4. Attendance

5. Public Comment on Agenda Items

6. Proclamations

Human Trafficking Prevention Month

7. Controller

Financial condition of the county.

8. Fayette County Redevelopment Authority

Consider approval of the adoption of the attached resolution, which approves modifications to Fayette County's FY 2025 Community Development Block Grant (CDBG) Program on behalf of Georges Township.

9. Buildings and Grounds

Consider approval to advertise for bids for tires on county vehicles.

Consider approval to advertise for bids for janitorial supplies.

Consider approval to advertise for bids for gas and diesel for county vehicles.

10. Children and Youth Services

Consider approval of a **FY2025-26** Purchase of Service Agreement between the County of Fayette, through Fayette County Children and Youth Services and **A Second Chance Counseling Services**, 140 South Main Street, Greensburg, PA 15601 for psychological assessments, mental health assessments, testing, consultations, written reports, and related services on an as needed basis. The rates are as follows:

Mental Health Treatment	\$ 125.00/hr
Trauma Therapy	\$ 125.00/hr
Family Sessions	\$ 125.00/hr
Non-Offending Parent Treatment	\$ 125.00/hr
Therapeutic Support Services for Caregivers	\$ 125.00/hr
Reconciliation Services	\$ 125.00/hr
Therapeutic Supervision of Visits/ Family Interaction/Custody Cases	\$ 125.00/hr

Non-Clinical Services	
Supervision of Family Visits/Interactions	\$ 100.00/hr
Parenting Instruction	\$ 100.00/hr
Consultations	\$ 75.00/hr
Meetings/Case Management	\$ 85.00/hr
Court Preparation/Testimony	
Master's Level Professions and below (two-hour minimum)	\$ 100.00/hr
Professionals above Master's Level (in-person)	\$1,000.00/half-day
Professionals above Master's Level (via-phone/virtual)	\$ 500.00/half-day
Writing Reports/Court Summaries and other documentation	\$ 75.00/hr
Port to Port/Travel	\$ 40.00/hr

No-Call/No-Show/Same Day Cancellation Fee: This fee will be charged for a no-call/no-show appointments for appointments cancelled by clients on the same date of the scheduled service and will be billed at a flat rate of \$250.00 per occurrence for assessments or one (1) hour of the referred service.

Mileage reimbursement will be billed at the current IRS rate.

Consider approval of the appointment of Jaclyn Blackson to replace former board member Sandy Wilson on the Fayette County Children & Youth Services Advisory Committee. She will finish out the term which expires on March 31, 2026, and will continue for a new 3-year term which will expire on March 31, 2029. The Advisory Committee voted unanimously to recommend her appointment to the Commissioners at the January 2026 meeting.

11. Emergency Management Agency

Consider approval of the 9-1-1 Statewide Interconnectivity Grant Agreement for 2026. We have been awarded up to \$ 468,801.99 in Statewide Interconnectivity Funds for 2026 projects.

Consider approval of the "Promulgation" of the Fayette County Emergency Operations Plan. The plan is designed to comply with all applicable State and County Laws & Regulations. This plan also provides the policies and procedures to be followed in dealing with natural or human caused Events/Disasters.

Consider approval of the Hazard Mitigation Plan Amendment – Amendment to High Hazard Dam Planning Section.

Consider approval of the Notice of Termination with OnSolve – Code Red, effective January 31, 2026.

Consider approval of a 3-year contract with Regroup Mass Notification at a cost of \$ 30,000.00 a cost savings of \$ 7,500.00 by entering into a 3-year contract.

12. Office of Human and Community Services/FACT

Consider approval to authorize Rudy Dutko, Executive Director for Fayette Area Coordinated Transportation (FACT), to sign and execute any and all necessary documents and/or Agreements with Trillium Transportation Fuels in order for the County of Fayette, d/b/a FACT, to participate in

Trillium's Renewable Natural Gas (RNG) Rebate Program conditioned upon the Agreement being altered to eliminate the jurisdiction of Ohio Courts over any disputes arising under said Agreement.

13. Human Resources

FCBHA

Consider ratification of the hiring of Taylor Brookings, County Caseworker 1, Non-Union, PG 33, Step EE, \$19.82/hour (\$38,649.00 annually), effective January 5, 2026.

Consider ratification of the hiring of Tonya Harmon, County Caseworker 1, Non-Union, PG 33, Step EE, \$19.82/hour (\$38,649.00 annually), effective January 5, 2026.

Consider approval of the resignation of Aaron Trincia, County Caseworker 2, effective January 2, 2026.

FACT

Consider ratification of the hiring of Misty Adams, Transportation Information Specialist, SEIU, PG 7, Step SR, \$14.73/hour (\$28,723.50 annually) effective January 12, 2026.

Public Defenders

Consider ratification of the promotion of Nicholas Clark to Chief Public Defender, Non-Union Supervisor, PG 30, Step B, \$51.82/hour (\$101,049.00 annually), effective December 19, 2025.

14. Office of Tax Services

Tax Claim

Consider approval of the following Repository Bids opened on January 6, 2026, subject to all conditions being met. Total bid amount is \$3,550.00.

<u>Purchaser</u>	<u>Parcel #</u>	<u>Bid Purchase</u>	<u>Municipality</u>
DIGI Solutions	38-04-0665	\$3,550.00	Uniontown City

15. Planning, Zoning and Community Development

Consider approval of the appropriate personnel in Fayette County to have reviewed the technical proposal and approve of its use in the preparation of an engineering Agreement. The Agreement Number for the project is ECMS L1003. This is for the Nilan Bridge on the Sheepskin Trail.

16. Commissioners

Consider approval of the December 16, 2025, commissioners' agenda meeting minutes.

Consider approval of the December 18, 2025, commissioners' meeting minutes.

Consider approval of the December 18, 2025, commissioners' special meeting minutes.

Consider approval for McClure Company to perform a Feasibility Study as part of a Guaranteed Energy Savings Performance Contract under Pennsylvania procurement code Title 62, Acts 163, 57, 77, and 39. The audit will identify potential energy-saving upgrades, capital improvement needs, and preventive maintenance planning opportunities at the Gallatin Building. There is no cost to the County and no obligation to proceed with any project unless approved by the Fayette County Commissioners. Final agreement is subject to legal review.

Consider ratification of a proposal from Ford Office Technologies for professional services for ADA site compliance setup/updates at an annual billing rate of \$2,128.57.

Consider approval to extend the agreement with Zelenkofske Axelrod LLC for audit services for fiscal year 2025, the cost is \$80,000.00 for the county and \$15,000.00 for FACT, as attached.

Consider approval to reject all proposals for auditing services for RFP-25-01

17. Public Announcements

18. Public Comments

19. Adjournment

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY
APPROVING MODIFICATIONS OF THE
FY2025 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR FAYETTE COUNTY, PENNSYLVANIA OBO GEORGES TOWNSHIP**

WHEREAS, the Pennsylvania Department of Community and Economic Development (DCED) allocated Community Development Block Grant funds to the County of Fayette and on behalf of Georges Township for Fiscal Year 2025; and

WHEREAS, the County of Fayette and Georges Township have decided that it is in their best interest to make modifications to the FY2025 Community Development Block Grant Program to provide funding for Homeowner Rehabilitation in the township; and

WHEREAS, the proposed projects will benefit low- to moderate-income persons; and

WHEREAS, the Redevelopment Authority has updated the Citizen Participation Plan in order to comply with the administration of the CDBG Program and that the County of Fayette has met all citizen participation requirements for consideration of the proposed modifications.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the County of Fayette that the FY2025 Community Development Block Grant Program shall be modified as follows:

Rev/Mod	Activity	Action	Approved Current Amount	Revised Amount
Mod#1 01/2026	03K Street Improvements: Continental II Area Road Reconstruction	Cancelled	61,782	0
	03K Street Improvements: Oven Road Area Road Reconstruction	Cancelled	31,000	0
	14A Housing Rehabilitation	Added	0	92,782
	14H Housing Rehabilitation Delivery	No Change	4,000	4,000
	Program Administration	No Change	21,244	21,244
TOTAL			\$118,026.00	\$118,026.00

BE IT FURTHER RESOLVED that the Redevelopment Authority of the County of Fayette, Pennsylvania is directed to submit to the Department of Community and Economic Development (DCED) such documentation as is necessary for the approval of these modifications.

BE IT FURTHER RESOLVED that the updated Citizen Participation Plan is approved in compliance with CDBG rules and regulations.

I hereby certify that the foregoing resolution is a true and correct copy of a Resolution duly adopted by the Fayette County Board of Commissioners at their meeting held the **15th** day of **January, 2026**.

Chief Clerk

(SEAL)



Fayette County Emergency Management

24 E Main Street • Uniontown, PA 15401

Office 724.430.1277 • 724.430.1281 Fax

eoc@fcema.org

Notice of Contract Termination

6 January 2026

To: OnSolve, Code Red

Subject: Notice of Contract Termination Effective End of Month Due to Service Interruptions, Security Incidents, and IPAWS Certification Impacts

This letter serves as our formal notice that Fayette County, PA will be terminating our contract with OnSolve effective January 31, 2026. This decision follows ongoing outages, security concerns, and operational disruptions affecting OnSolve's Code Red legacy platform and its IPAWS-related capabilities.

Over the past several weeks, we have been significantly impacted by issues specific to the OnSolve environment, including:

1. Extended system downtime affecting our ability to issue critical public and internal alerts.
2. A confirmed security incident involving unauthorized access to the legacy OnSolve platform.
3. Suspension and revocation of IPAWS digital certificates shared with OnSolve, resulting in loss of trusted alerting functionality.
4. Federal notifications indicating replacement certificates may require weeks, delaying restoration of authenticated IPAWS capabilities.
5. The potential requirement to resubmit our IPAWS Memorandum of Agreement (MOA) and undergo renewed federal approval processes due to certificate exposure.
6. Lack of clear timelines regarding restoration, compliance validation, or long-term platform readiness.

These issues have created unacceptable operational risk, particularly for an emergency communication platform where reliability, uptime, and federal compliance are essential.

Data & System Asset Retrieval

As part of our termination of services with OnSolve, we request the following:

- A complete export of all organizational data, including user accounts, contact lists, message logs, IPAWS configuration data, templates, and any other system assets.
- Data must be provided in a standard, machine-readable format (CSV, XML, JSON, etc.).
- Written confirmation that all credentials, certificates, authentication materials, and organization-specific artifacts stored within the OnSolve Code Red environment have been securely revoked or destroyed.

Contract Wind-Down Requirements

We also request:

- Written confirmation of contract termination effective January 31, 2026.
- Confirmation that all billing will cease immediately after termination.
- Refunds or credits for any prepaid services that were impacted or rendered unusable due to outages or platform unavailability.
- A final statement confirming account closure and compliance with data-handling and retention requirements.

Continuity of Operations

Due to the extended delays expected for new IPAWS certificate issuance, possible MOA re-submission, and the uncertainty surrounding OnSolve Code Red's legacy platform, we are transitioning to an alternative alerting system to ensure uninterrupted and compliant emergency communication.

Please acknowledge receipt of this notice within five (5) business days, and provide the expected timeline and delivery method for our data export.

Thank you for your prompt attention to this matter.

Scott Dunn
Commissioner, Chair

Vince Vicities
Commissioner, Vice-Chair

Harry Kaufman
Commissioner, Secretary

Roy Shipley
Director
Fayette County EMA-911

Subscription Agreement

Prepared For:

Company: Fayette County, PA
Name: Richard Black
Email: rblack@fcema.org
Phone: 724-430-1277

Prepared By:

Regroup Mass Notification
Prepared by: Brian Fischer
Email: bfischer@regroup.com
Phone: (917) 791-3046

Contract Term: 3 year paid in full

Contact Count: 130,000

Valid Until: 01/30/2026

A. Product and Pricing Summary

Product	Fee Type	Price	Term (yrs)	Discount	Subtotal
Regroup Annual Subscription Messaging via landline, email, cell (voice and SMS/txt), social media, RSS. Unlimited: support, training, templates, and group creation.	Annual	\$12,500.00	3	-\$7,500.00	\$30,000.00
IPAWS Allows users to post IPAWS EAS, NOAA, and WEA alerts to supported devices during a critical event.	Included	\$0.00	3	\$0.00	\$0.00
NOAA National Oceanic and Atmospheric Administration (NOAA) Weather Radio (NWEM) alerts	Included	\$0.00	3	\$0.00	\$0.00
					\$30,000.00

Included Subscription Features

Active Directory User Integration Create contacts in Regroup through an integration with Microsoft Active Directory.	Included	\$0.00	3	\$0.00	\$0.00
Custom Field User Import Tool The ability to populate and maintain groups based on custom fields set at the network level.	Included	\$0.00	3	\$0.00	\$0.00
Custom Web Embed and Branding Allow for website personalization.	Included	\$0.00	3	\$0.00	\$0.00
Database Integration - .csv Import Database Integration is done with a secure FTP (SFTP) for .csv file uploads.	Included	\$0.00	3	\$0.00	\$0.00

Form Templates Allows user to create fields and a list variables to be chosen from drop down menu	Included	\$0.00	3	\$0.00	\$0.00
Mapping Interface - Geo targeted messaging Clients have the ability to send notifications based on the location of the recipients with our Geo-Targeting option based on their address and not on them having the mobile app.	Included	\$0.00	3	\$0.00	\$0.00
Regroup Mobile - End User Allows recipients and non-administrative users to receive messages within native iOS and Android apps.	Included	\$0.00	3	\$0.00	\$0.00
Regroup Mobile - Manager Allows admins to send/receive messages from iOS and Android mobile devices and phones.	Included	\$0.00	3	\$0.00	\$0.00
Single Sign On - SAML Enables Security Assertion Markup Language (SAML) Single Sign-On on your Regroup network. Includes ADFS 2.0, OKTA and Shibboleth.	Included	\$0.00	3	\$0.00	\$0.00
Text-to-join/QR Code Opt-In for Residents Allows temp contacts to receive messaging	Included	\$0.00	3	\$0.00	\$0.00
					\$0.00

Premium Features

Mobile - Panic Alert Allows employees to trigger notifications via custom prebuilt workflow	Annual	\$0.00	3	\$0.00	\$0.00
Post Auto-Translation Feature Regroup's Post Auto-Translation feature allows message recipients to receive and read posts in the language of their choice.	Annual	\$0.00	3	\$0.00	\$0.00
Responsive SMS Polling 2 way interactive polling	Annual	\$0.00	3	\$0.00	\$0.00
Regroup Survey Builder Allows for custom surveys to be built, sent and tracked	Annual	\$0.00	3	\$0.00	\$0.00
SMS Auto-Retry Automated retry based on reply or delivery confirmation	Annual	\$0.00	3	\$0.00	\$0.00

Subscription Agreement

Tipsafe Message-In via End -User

Allows end users to report incidents. Protects the identify of the sender by allowing the sender to remain anonymous.

Annual \$0.00 3 \$0.00 \$0.00

\$0.00

Professional Services

Unlimited Support & Maintenance Included \$0.00 3 \$0.00 \$0.00

Unlimited Training Included \$0.00 3 \$0.00 \$0.00

Implementation Fee One-Time \$500.00 1 -\$500.00 \$0.00

\$0.00

Total \$30,000.00

B. Terms

1. Initial Term: The Initial Term shall be three (3) years following the effective date.
2. Implementation Date: TBD
3. Start of Term / Effective Date: Upon Signature
4. Invoice Date: Upon Signature

Ba. Payment Terms

1. Fayette County, PA shall be invoiced according to the following schedule
2. All initial and subsequent payments shall be due on Net 30 terms. Unless otherwise specified, all dollars (\$) are United States currency.

Bb. Contacts & Messages

1. SMS and TTS messaging shall be limited to 375,000 SMS & Voice messages annually.
2. With respect to total users, Regroup will charge for users added that are in excess of the number of total users included in your Membership. Regroup will notify you of usage overages prior to invoicing for the overage.

C. Renewal Terms

1. At the end of the current agreement, Regroup will provide Fayette County, PA with an option to renew subscription on an annual basis at a mutually agreed upon cost. The notice will be provided 90 days prior to the expiration of the current agreement.
2. Renewal increase will be limited to 3.5% annually.

D. Acceptance and Authorization

The terms and conditions of the Regroup Terms of Use and Privacy Policy, which are incorporated herein by reference, apply in full to the services and products provided under this Subscription Agreement.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Subscription Agreement, under seal.

Accepted by Buyer: Fayette County, PA

Accepted by: Regroup Mass Notification

Subscription Agreement

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

Signature: _____
Name: Sarah Bergstrom
Title: CFO
Date: _____

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 Fayette County, with its principal offices located at 24 East Main Street, Fourth Floor, Uniontown, 15401 ("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 \$468,801.99 in Statewide Interconnectivity Funds to the Grantee for the following approved interconnection project work plan(s) and budget(s) ("Project(s)"):
 - a. \$27,808.33 for Fayette County, Fayette ILEC Maintenance, order number 3120250147 as set forth in Attachment A.1
 - b. \$35,000.00 for Fayette County, Fayette NG911 GIS Maintenance, order number 3120250029 as set forth in Attachment A.2
 - c. \$191,010.61 for Fayette County, Fayette/Somerset CAD Maintenance, order number 3120250100 as set forth in Attachment A.3
 - d. \$78,122.11 for Fayette County, Fayette/Somerset CAD Refresh, order number 3120250083 as set forth in Attachment A.4
 - e. \$64,930.97 for Fayette County, ICORRS Radio Maintenance, order number 3120250120 as set forth in Attachment A.5
 - f. \$50,392.97 for Fayette County, WestCORE ESInet Maintenance, order number 3120250076 as set forth in Attachment A.6
 - g. \$21,537.00 for Fayette County, Western PA Recorder Maintenance, order number 3120250118 as set forth in Attachment A.7

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: _____	
		_____ Signature	_____ Date
		Print Name: _____	
		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 #: 4100101209

Assistance Listing Number # _____



Zelenkofske Axlerod LLC

CERTIFIED PUBLIC ACCOUNTANTS

EXPERIENCE | EXPERTISE | ACCOUNTABILITY

January 12, 2026

County Commissioners
Fayette County
61 East Main Street
Uniontown, PA 15401

RE: Audit Extension

Dear Commissioners:

Zelenkofske Axlerod LLC is writing this letter in the form of a contract to extend our audit services to Fayette County ("County") for the year ending December 31, 2025.

Our audit of the County's financial statements as of December 31, 2025 will be in accordance with generally accepted auditing standards as included in *Statements on Auditing Standards* published by the American Institute of Certified Public Accountants, *GAO Standards for Audits of Governmental Organizations, Programs, Activities and Functions*, 1994 Revision Edition, *GAO Guidelines for Financial and Compliance Audits of Federally Assisted Programs*, the Single Audit Act Amendments of 1996, the Revised Office of Management and Budget Circular A-133 (June 1997), *Audits of States, Local Governments and Non-Profit Organizations*, Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance) and the Commonwealth of Pennsylvania Department of Human Services Single Audit regulations.

The annual fees for these services will be as follows:

<u>Year</u>	<u>Fayette County</u>	<u>Fayette Area Coordinated Transportation</u>
2025	\$ 80,000	\$ 15,000

The 2025 audit fees are a decrease of 11% from the 2024 fees as a result of efficiencies gain from better County preparation.

830 Sir Thomas Court, Suite 100, Harrisburg, PA 17109
3800 McKnight East Drive, Suite 3805, Pittsburgh, PA 15237
34745 Burbage Road, Frankford, DE 19945

2370 York Road, Suite A-5, Jamison, PA 18929
420 Chinquapin Round Road, Suite 2-i, Annapolis, MD 21401
210 Tollgate Hill Road, Greensburg, PA 15601

www.zallc.org



Zelenkofske Axelrod LLC

CERTIFIED PUBLIC ACCOUNTANTS

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County Commissioners
Fayette County
January 12, 2026

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If additional time is necessary (e.g. due to changes in professional standards, changes in laws and regulations, establishment of new funds, new federal or state programs, new bond issues, etc.), we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If the Fayette County accepts this contract to provide audit services for the year ending December 31, 2025, please indicate by signing the acknowledgment on the next page, and we will formalize the terms of our agreement in an engagement letter.

Thank you for the opportunity to present this contract to the County, and we look forward to continuing our relationship with the County.

If you have any questions, please call Brian Chruscial at (412) 367-7102, ext. 5303.

Sincerely,

Zelenkofske Axelrod LLC

ZELENKOFKSKE AXELROD LLC



Zelenkofske Axelrod LLC

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January 12, 2026

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ACKNOWLEDGMENT

Fayette County is in agreement with and accepts the above proposal.

(Name and Title)

Date

(Name and Title)

Date

(Name and Title)

Date

