

**Fayette County Commissioners Meeting  
Thursday, July 16, 2020 – 10 a.m.**

1. **Prayer**
2. **Pledge of Allegiance**
3. **Public Comment on Agenda Items:**
4. **Recognition:**

Daylan McLee Hometown Heroism Award

5. **Fayette County Redevelopment Authority:**

Consider adoption of a resolution which approves the FY 2020 Community Development Block Grant - CARES (CDBG-CV) Entitlement Application being submitted on behalf of Fayette County and the nine (9) Entitlement Townships of Bullskin, Dunbar, Georges, German, Luzerne, Menallen, North Union, Redstone, and South Union for \$790,136. This approval will authorize the Commissioners to sign and submit the application for assistance and will also approve execution of the Cooperation Agreement which highlights the Redevelopment Authority's responsibilities for administration of the County's 2020 CDBG-CV Programs.

Consider adoption of a resolution which approves the FY 2020 Community Development Block Grant – CARES (CDBG-CV) Competitive Application being submitted on behalf of Fayette County for \$2.5 million. This approval will authorize the Commissioners to sign and submit the application for assistance and will also approve execution of the Cooperation Agreement which highlights the Redevelopment Authority's responsibilities for administration of the County's 2020 CDBG-CV Programs.

6. **Adult Probation Office:**

Consider approval of the Pennsylvania Commission on Crime and Delinquency (PCCD) Grant Application No. 34282; Titled: Fayette IPP Treatment Program 2020-2021. Matching funds are NOT required. If awarded, the effective date is retroactive July 1, 2020, and ending on June 30, 2021. The maximum state funding allotted to Fayette County is \$180,000.00 of which \$108,000.00 is allocated to supervision and non-treatment services.

7. **Assessment Office:**

Consider approval of the following three Veterans' Exemptions from real estate taxation. Of the three, the first two are new applications with the third being a renewal. In each case, the named party has been qualified as a 100% disabled veteran by the Pennsylvania Department of Veterans' Affairs.

Kenneth L. & Roberta Kinnear 322 Dearth Road Uniontown, PA 15401  
 Parcel No. 22-09-0027 Acreage: 1.439 AC Improvements: R1 ATTD RG 2RM  
 Deed: DB1087-214 1156-145 Municipality: Menallen Township Effective Date: Feb 19, 2020

Lewis W. & Marciene Hosler 221 Second Street Brownsville, PA 15417  
 Parcel No. 02-07-0160-01 Acreage: 0.643 AC Improvements: R1 RG  
 Deed: RB3417-419 Municipality: Brownsville Borough Effective Date: March 16, 2020

Linda K. & James G. Piovarchy 154 Old Braddock Road Lemont Furnace, PA 15456  
 Parcel No. 25-16-0266-01 Acreage: 1.0 AC Improvements: Doublewide  
 Deed: RB534-336 Municipality: North Union Township Effective Date: May 22, 2020

**8. Fayette County Behavioral Health Administration:**

Consider approval of the following agreements and modifications:

	<u>Contract Value</u>	<u>Period</u>
<b><u>Base Contract Agreements 2020-2021</u></b>		
Accessabilities, Inc.	\$75,000	07/01/20 - 06/30/21
Chestnut Ridge Counseling Services, Inc.	\$1,842,000	07/01/20 – 06/30/21
City Mission-Living Stones	\$77,856	07/01/20 – 06/30/21
Fayette County Community Action	\$12,285	07/01/20 – 06/30/21
Fayette County Drug and Alcohol Commission	\$49,271	07/01/20 – 06/30/21
Laurel House, Inc.	\$604,985	07/01/20 – 06/30/21
Rehablinks	\$22,000	07/01/20 – 06/30/21
Southwest Behavioral Care, Inc.	\$418,316	07/01/20 – 06/30/21
Specialized Therapy and Related Services	\$140,000	07/01/20 – 06/30/21
Therapy Connections	\$50,000	07/01/20 – 06/30/21
<b><u>Professional Services Agreements 2020-2021</u></b>		
Dr. John Carosso, Psy. D. & Associates Inc.	\$500	07/01/20 - 06/30/21
Keli Reams	\$5,000	07/01/20 – 06/30/21
WJS Psychological Associates, Inc.	\$500	07/01/20 – 06/30/21
<b><u>Modification Agreement #2 2019-2020</u></b>		
Neurological Therapy Specialists, Inc.	\$13,000	07/01/19 - 06/30/20

**9. Building and Grounds:**

Consider approval of repairs to the bell tower roof using the U S Community program with Garland DBS Inc. overseeing the project at a cost of \$165,464.00.

**10. Children and Youth Services:**

Consider ratification of a **FY2019-20** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services and Fayette County Juvenile Probation and **Wesley Family Services**, 221 Penn Avenue, Wilkinsburg, PA 15221 for foster care services on an as needed basis. The rates are as follows:

Initial Clothing - 250.00

Foster Family	RATE/DAY
Class AA	\$ 78.95
Class BB	\$ 79.96
Class CC	\$ 88.87
Class EE	\$ 82.97
Class FF	\$ 78.96
Class GG	\$ 105.68

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services and Fayette County Juvenile Probation and **Tri Conn ASI, a division of Fayette EMS**, P. O. Box 862, Connellsville, PA 15415. Tri Conn ASI will provide coordination of Plans of Safe Care for Substance Exposed Infants, along with additional services such as: attending meetings, provision of related reports/plans, consultations, assessments, court testimony, documentation, collateral activity and training for the County, as needed. The rate for the services is \$75.00 per hour.

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services and Fayette County Juvenile Probation and **Pressley Ridge**, 5500 Corporate Drive, Suite 400, Pittsburgh, PA 15237 for family preservation program on an as needed basis. The rates are as follows:

- |    |  |            |
|----|--|------------|
| a. | all related counseling services, consultations, assessments, court testimony, documentation, and collateral activity for all family preservation services. | \$80.00/HR |
| b. | Visit Coaching   | \$70.00/HR |
| c. | Supervised Visitation  | \$49.00/HR |
| d. | Transportation   | \$27.00/HR |

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services and Fayette County Juvenile Probation and **Pressley Ridge**, 5500 Corporate Drive, Suite 400, Pittsburgh, PA 15237 for placements and in-home services on an as needed basis. The rates are as follows:

Initial Clothing - \$250.00	
Program	RATE/DAY
Multi 473810 FC – Treatment Foster Care	\$ 103.72
Multi 473810 TD – Traditional Foster Care	\$ 73.91
Multi 473810 ES – Emergency Shelter	\$ 118.92
Multi 449720 HH – CRR Service	\$ 87.27
Multi 412640 AA – Home Places Residential	\$ 502.54

Consider approval of a **FY2020-21** Purchase of Service Agreement Addendum between the County of Fayette, through Fayette County Children & Youth Services and **Corporate Security and Investigations (CSI)**, 3645 Brodhead Road, Monaca, PA 15061 for Subpoena Service. The rate is \$75.00 per hour.

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette through Fayette County Children and Youth Services and Fayette County Juvenile Probation and **City Mission – Living Stones, Inc., - Promise House**, 155 North Gallatin Avenue, Uniontown, PA 15401 for the Independent Living Program. The rate will be \$144.75 per day for Programming and Operating Costs. The Initial Clothing Rate is \$250.00.

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette, through Fayette County Children and Youth Services and Fayette County Juvenile Probation and **City Mission – Living Stones Inc., - Aspire**, 155 North Gallatin Avenue, Uniontown, PA 15401 for JPO Secure Shelter. The rates are as follows:

**RATE 1 (Purchase of beds in advance)** Approval of a rate of \$250 per bed per day for 2 beds purchased in advance. Pre-pay billing for advance purchase of beds to commence on April 28, 2021 through June 30, 2021 for a total of \$32,000 (2 beds at 64 days each with a rate of \$250 per bed per day).

**RATE 2 (Purchase of regular price beds)** Approval of a rate of \$305 per bed per day to be invoiced as follows:

Fayette County will receive a monthly invoice of \$0 for two advance purchase beds. If the monthly bed usage at a given time exceeds 2, the county will be invoiced at \$305 for number of nights the extra bed/s is utilized.

**CLOTHING ALLOWANCE: \$50**

**ADDITIONAL STAFFING:** If a child is admitted to ASPIRE with severe medical or mental health needs and additional staff is required to be brought in to keep that youth safe, the county will cover the cost of that additional staff at a rate of \$15/hour. (This situation would only occur if agreed to and approved IN ADVANCE by the Program Director and JPO Chief.)

**EMERGENCY MEDICAL/PSYCH CARE:** In the event of a medical or mental health emergency if the child is hospitalized, the county will cover the cost of the 24-hour staff required to remain with the child at the hospital at a rate of \$15 per hour.

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services and Fayette County Juvenile Probation and **Community Resources of Fayette County, Inc. a/k/a/ Crime Victims' Center of Fayette County**, 6 Oliver Road, Suite 108, Oliver Square, Uniontown, PA 15401 for School & Community Program on as needed basis. The rate is \$19,500.00 for the contract period.

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services and Fayette County Juvenile Probation and **Community Resources of Fayette County, Inc. a/k/a/ Crime Victims' Center of Fayette County**, 6 Oliver Road, Suite 108, Oliver Square, Uniontown, PA 15401 for Parenting Classes, Counseling/Visitation/Life Skills, Victim/Community Awareness, Teen Life Skills, Teen Parenting on an as needed basis. The rates are as follows:

Parenting Classes	\$ 250.00 per class
Individual one on one parenting	\$ 100.00/hr
Counseling/Visitation (life skills) Services	\$ 50.00/hr
Victim/Community Awareness	
Competency Development Program	\$ 50.00/hr/individual/session
Teen Life Skills Program	\$ 50.00/hr/individual/session
Teen Parenting Program	\$ 50.00/hr/individual/session

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services and Fayette County Juvenile Probation and **Lutheran Service Society of Western PA**, 440 Lincoln Avenue, Pittsburgh, PA 15202 for child welfare services for children and youth. The rates are as follows:

Initial Clothing - \$250.00  
 445730 AA \$ 86.98 per day

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services and Fayette County Juvenile Probation and **Auberle**, 1101 Hartman Street, McKeesport, PA 15132 for Residential Providers including group home setting on an as needed basis. The rates are as follows:

Initial Clothing - \$250.00	
	<b>PER DAY</b>
GATE/Bloom	\$ 316.00
Hartman Shelter	\$ 328.00
Foster Care	
Class AA – Level 1 – Ages 0-12	\$ 75.67
Class AB – Level 2 – Ages 0-12	\$ 82.42
Class AC – Level 3 – Ages 0-12	\$ 91.17
Class AD – Level 3 – Ages 0-12	\$ 111.44
Class TA – Teenager	\$ 95.93
Class TB – Teen with one child	\$ 173.60
Class TC – Teen with two+ children	\$ 173.60
Class WC – Specialty Rate	\$ 74.29

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services & **Carol Patterson, Licensed Psychologist**, with the physical address being: 1 Northgate Square, Suite 200, 2 Garden Center Drive, Greensburg, PA 15601 and a mailing address being: PO Box 549, Youngstown, PA 15696. Ms. Patterson will provide Evaluations, Court Testimony on an as needed basis. The rates are as follows:

Forensic Psychological Evaluations	\$ 425.00/eval
Bonding/Attachment Evaluations/ (Interactional Observation)/Travel/ Court Testimony	\$ 110.00/hr
Other Additional Services at the request of the FCCYS	\$ 110.00/hr
Psychological interviews with significant caregivers	

Consultations with service providers  
Consultations with agency staff  
Consultations with collateral contacts  
Document review  
Observations of parent/child interactions  
Administration of testing to formally assess cognitive functioning  
Administration of testing to assess personality functioning  
Administration of testing to assess adaptive functioning  
Mileage reimbursement per the IRS rate

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette, through Fayette County Juvenile Probation, and **County of Jefferson** on behalf of the Jefferson County Detention Center, a division of Jefferson County Juvenile Court, 16001 State Route 7, Steubenville, Ohio 43952 for placement of delinquent youth on an as needed basis. The rates are as follows:

- a. \$185.00/day/bed. This cost includes education during the school year. Medical, psychological, or other expenses are not included in this rate and would be at an additional cost.
- b. In the event that any transportation costs are deemed by Jefferson to be necessary, such costs shall be based on a rate of \$25.00 per hour, for security and transportation (i.e., outside doctor, dentist, planned parenthood, mental health services, hospital emergency room).

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services and Fayette County Juvenile Probation and **Live Well Family Services**, 542 Georges Fairchance Road, Uniontown, PA 15401 for in-home services on an as needed basis for CYS & JPO families. The rates are as follows:

In-home services for treatment, collateral contacts, documentation and travel time for client and collateral contact but travel time will be capped at one hour per client face-to-face contact and collateral contact; \$55.00 per hour for all related counseling services, consultations, assessments, court testimony, documentation, collateral activity and training for the County.

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services and Fayette County Juvenile Probation and **Blue Prints**, 150 West Beau Street, Suite 304, Washington, PA 15301. Blueprints will provide visitation services and all related activities, consultations, assessments, court testimony, documentation, collateral activity, training for the County and quantities of services provided clearly identifying the face to face time spent with the client. The rate is \$ 80.00 per hour.

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services, and Fayette County Juvenile

Probation, and **Blueprints**, 150 West Beau Street, Suite 304, Washington, PA 15301. Blueprints will provide foster care and group home services on an as needed basis. The rates are as follows:

Initial Clothing	\$ 250.00
Foster Care Rates	Per Day
AA Conventional Foster Care	\$ 59.14
BB Specialized/Kinship	\$ 59.14
CC Emergency	\$ 59.15
DD Respite	\$ 60.14
EE Comprehensive	\$ 59.15
FF Adolescent w/Child	\$ 79.01
GG Special Needs	\$ 60.14
Family Group Decision Making	
Successful Conference	\$ 2,800.00
Successful Referral	\$ 800.00
Unsuccessful Referral	\$ 250.00

Consider approval of a **FY2020-21** Purchase of Service Agreement Addendum between the County of Fayette, through Fayette County Children & Youth Services and **M & R Transit**, 253 South Mount Vernon Avenue, Uniontown, PA 15401 for transportation costs. The rates are as follows:

- a. \$50.00 per day or half rate at \$25.00 per day if an agreement has been made with a school district for shared-cost responsibility for transportation for a specific child/children. Agreed upon rate(s) may apply, dependent upon mileage, distance and number of children transported to varying schools.
- b. Transportation for Summer School Session is \$80.00 per day or otherwise agreed upon rate(s) dependent upon mileage, distance and number of children transported to varying schools.

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services and Fayette County Juvenile Probation and **Outside In School of Experiential Education, Inc.**, 579 Feightner Rd., Greensburg, PA 15601 to provide in-home services to families on as as-needed basis. The rates are as follows:

Initial Clothing	\$ 250.00
Program	Per Day
Pathway to Recovery Residential Substance Abuse (PR)	\$ 290.00
Voyagers Residential	\$ 266.58
Sanctions	\$ 290.00

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services and Fayette County Juvenile Probation and **Perseus House**, 1511 Peach Street, Erie, PA 16501 for Residential Providers including group home and foster care settings on an as needed basis. The rates are as follows:

Initial Clothing - \$250.00		
Facility	Service	Rate

Perseus House Shelter	Shelter Services/M&F	\$ 202.81/diem
Andromeda House Female ITU	Intensive Treatment Unit	\$ 254.86/diem
Florence Crittenton	Pregnant or Parenting Clients For Babies	\$ 289.09/diem \$ 40.00/diem
	Mother/Baby Combined	\$ 329.09/diem
	Total Per Diem	
Perseus House Enhanced Male RTF		\$ 564.56
Perseus House Male RTF (CCBH-Erie County)		\$ 237.02 \$ 299.92
Andromeda House Female RTF (CCBH-Erie County)		\$ 217.70 \$ 297.67
Brighter Horizons		\$ 327.51
7 <sup>th</sup> Street Male RTF		\$ 384.99
Perseus House Enhanced Female RTF (CCBH-Erie County)		\$ 543.38 \$ 553.00

Consider approval of a **FY2020-21** Purchase of Service Agreement and Contract Addendum between the County of Fayette, through Fayette County Children & Youth Services / Fayette County Juvenile Probation, and **Families United Network, Inc.**, 276 Ashler Manor Drive, Muncy, PA 17756 for foster care and group home services on an as needed basis. The rates are as follows:

Initial Clothing - \$250.00	
Foster Care Services	PER DIEM
Outcome Focused FC-Child 0-10	\$ 63.68
Outcome Focused FC-Child 11+	\$ 63.68
Outcome Focused FC-Mother/Child	\$ 114.73
Outcome Focused FC-Urgent Placement	\$ 79.06
Outcome Focused FC-Respite	\$ 48.73
Outcome Focused FC-Transitional Level 1	\$ 75.31
Outcome Focused FC-Transitional Level 2	\$ 133.31
Outcome Focused FC-Intensive	\$ 98.74
Specialized Level 1 Medical	\$ 51.10
Specialized Level 2 Medical	\$ 50.31
Specialized Level 3 Medical	\$ 37.73
Specialized Level 4 Medical	\$ 28.65
Additional Specialized Med Rate	\$ 42.86
Residential Services	PER DIEM
Arborvale Manor Life Readiness (Males)	\$ 182.51
Ashler Manor-Level 1	\$ 199.28
Ashler Manor Level 2	\$ 208.07
Ashler Manor- Emergency Shelter Care	\$ 182.34
Ashler Manor-Transitional Living Program	\$ 133.90
White Rose Manor-Level 1	\$ 199.28
White Rose Manor-Transitional Living Program	\$ 133.90

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services & **Christina A. DeMarco-**



**Breeden, Esquire**, 92 East Main Street, Suite 20, Uniontown, PA 15401. Attorney DeMarco-Breeden was court appointed to represent children in dependency proceedings. The rate for her services is \$70.00 per hour.

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services & **Meghann E. Mikluscak, Esquire**, 61 E. Main Street, Uniontown, PA 15401. Attorney Mikluscak was court appointed to represent children in dependency proceedings. The rate for her services is \$70.00 per hour.

Consider approval for Combustion Service & Equipment Co. (CS&E), COSTARS Vendor 143028 to replace the condensing unit and the evaporator coil at the Fayette County CYS office. The work will be completed to replace the original 20yr old condensing unit in the building. The COSTARS cost will be \$40,850 with the primary funding from Act 48, and a county match of approximately \$4,000.

Consider approval of the financing of a COSTARS lease for a 2020 Ford Expedition from Ford of Uniontown. The lease will be utilized for the Fayette County CYS independent living program. Financing will be completed by First National Bank. The COSTARS Cost will be \$53,160 to be paid in 5year quarterly payments of \$2,951.03 with a \$400 bank fee. The cost includes a premium care warranty.

Consider approval of the acceptance of the reappointment of Timothy Kirsch to a 3-year term on the Fayette County Children & Youth Services Advisory Committee. Mr. Kirsch's current term will expire on August 31, 2020. The new term will expire on August 31, 2023. The Advisory Committee voted unanimously, at the June monthly meeting, to recommend his reappointment to the commissioners at the July, 2020 meeting.

#### **11. Controller:**

Financial condition of the county.

#### **12. Courts:**

Consider approval of the proposal from American Cleaning Services, 41 Dixon Boulevard, Uniontown, for sanitizing the courtrooms and hallways at \$336/day which includes all products and labor on an as needed basis, to be funded under the CARES Act.

#### **13. Human Resources:**

### **BUILDING & GROUNDS**

Consider ratification of the hiring of Joshua Shaffer, Maintenance Worker I, SEIU, PG 6, Step SR, \$12.35/hr. (\$25,688.00 annually) effective June 29, 2020.

Consider ratification of the hiring of Jonnie Shandor, Custodian, SEIU, PG3, Step SR, \$11.19/hr. (\$21,802.50 annually) effective June 29, 2020.

### **Commissioners**

Consider the hiring of TBD, Parks and Recreations Manager, Non-Union Non-Sup, PG 18, SR \$18.77/hr. (\$36,601.50 annually), effective TBD.

### **CYS**

Consider ratification of the hiring of Kristin Grimplin, Clerk Typist, SEIU CYS, \$13.42/hr. (\$26,169.00 annually), effective July 13, 2020.

Consider ratification of the internship for Emilee Harvilla, unpaid, 210 hours effective June 30, 2020.

Consider ratification of the extension of the internship for Mallory Varndell, unpaid. Internship will continue until December 2020.

### **EMA**

Consider ratification of the separation of Scott Fordyce, Dispatcher II, effective July 5, 2020.

Consider the promotion of Jackie Gregg to Shift Supervisor, SEIU, PG 14 (911 Scale), Step C, \$19.68/hr. (\$40,934.40 annually), effective August 2, 2020.

### **FACT**

Consider ratification of the resignation of Robert Fike, Full Time Bus Driver, effective July 12, 2020.

Consider ratification of the hiring of Theodore Over, Full Time Bus Driver, SEIU, Non-CDL, PG 8, Step SR, \$13.15/hr. (\$25,642.50 annually) effective July 6, 2020.

Consider ratification of the retirement of Alvin Rockwell, Mechanic Tech C, effective July 26, 2020.

Consider ratification of the resignation of Elmer Mosako, FACT Dispatcher, effective June 26, 2020.

Consider the hiring of Charles Mitchell, Full Time Bus Driver, SEIU, Non-CDL, PG 8, Step SR, \$13.15/hr. (\$25,642.50 annually), effective July 20, 2020.

### **VETERAN AFFAIRS**

Consider ratification of the transfer of Jackie Fowler to Veteran Affairs Representative, SEIU, PG 11, Step E, \$17.97/hr. (\$35,041.50 annually), effective July 13, 2020.

### **Human Resources**

Consider approval of the update to the County’s “FMLA” Policy #7.5 effective January 1, 2020. This is to update the “Leave is Unpaid” section to only require employees to use ½ their available vacation at the start of the FMLA. There is also an addition to the “Medical and Other Benefits” section to state that the County portion of health insurance premium paid for the period of the FMLA will extend to include the three (3) months after the leave if employee is unable to return to work.

**14. Planning, Zoning and Community Development:**

Consider approval of draft plans presented to the public at the open house on July 7, 2020 in the Public Service Building concerning Master Site Plans for both Dunlap Creek Park and German-Masontown Park.

Consider approval of an Appalachian Regional Commission (ARC) grant application for the construction of additional hangars at the Joseph A. Hardy Connellsville Airport. Grant request is \$200,000.

Consider entering into an agreement with TBD for professional services related to subdivisions, land developments, and zoning hearing board proceedings, to be performed while the Director is out on FMLA leave. Cost is TBD and is not to exceed TBD.

**15. Recycling/Storm Water Management:**

Consider approval for Sheila Shea to attend the 2020 PROP Virtual Conference July 29<sup>th</sup>-31<sup>st</sup> for total fee of \$399.00 this includes full conference and all certification classes.

**16. Tax Claim Bureau:**

Consider approval of the following repository bids that were opened on July 7, 2020, subject to all conditions being met. Total bid amount is \$17,933.57.

Bidder Name	Parcel Number	Twp/City/Boro	Amount
Weston Milligan	27-03-0035	Perry Twp	\$1,700.00
Weston Milligan	23-04-0178	Newell Boro	\$760.00
Weston Milligan	02-02-0150	Brownsville Boro	\$2,180.00
Weston Milligan	23-04-0155	Newell Boro	\$1,810.00
Weston Milligan	12-02-0007	Fayette City	\$970.00
Weston Milligan	38-13-0362	Uniontown City	\$1,220.00
Weston Milligan	15-21-0066	German Twp	\$1,440.00
Weston Milligan	02-02-0136	Brownsville Boro	\$1,670.00
Michael Petrillo	25-24-0027-A0-0	N.Union Twp	\$100.00
Michael Petrillo	34-34-0093-01	South Union Twp	\$163.22
Michael Petrillo	39-10-0001	Upper Tyrone Twp	\$199.35
Patricia Campbell	34-05-0350	South Union Twp	\$1,000.00
Patricia Campbell	34-05-0365	South Union Twp	\$1,000.00

Patricia Campbell	34-05-0348	South Union Twp	\$1,000.00
Chad Haugh	02-10-0170	Brownsville Boro	\$1,228.97
Michael Warren	02-02-0137	Brownsville Boro	\$718.71
Michael Warren	02-02-0138	Brownsville Boro	\$773.32
			Total\$17,933.57

Rejected Bid

Bidder	Parcel	City	Amount	Reason
Laura Thavenius	38-13-0058-01	Uniontown City	\$355.00	Not Min Bid Amou

### **17. Commissioners:**

Consider approval of the June 16, 2020 commissioners agenda meeting minutes.

Consider approval of the June 18, 2020 commissioners meeting minutes.

Consider approval of the June 29, 2020 commissioners special meeting minutes.

Consider ratification of the amendment to the professional services agreement for the Fayette County Prison project with Kimball Architecture and Engineering in the amount of \$73,148.00 for Phase 2 Environmental Site Work.

Consider approval of an agreement with Zelenkofske Axelrod LLC, Certified Public Accountants and the County of Fayette to provide technical assistance and advice in relation to the policies, procedures, accountability and monitoring of the expenditures of the Coronavirus Aid, Relief and Economic Security (CARES) Act funding from March 1, 2020 through December 30, 2020 on a periodic basis at the request of the Board of Commissioners, in an amount not to exceed \$200,000.

Services will be billed at hourly rates set forth below:

Partner/Director	\$250
Manager/Consultant	\$185
Senior Accountant	\$125
Staff Accountant	\$100

Consider approval of an agreement with Susquehanna Accounting and Consulting Solutions, Inc. ("SACS") to provide non-attest accounting and consulting services to Fayette County (the "County") under the direct supervision, review and approval of County Management. Specifically they will provide technical assistance and advice in relation to the program expenditures and general administration of Coronavirus Aid, Relief and Economic Security (CARES) Act funding from March 1, 2020 through December 30, 2020. Samuel J. Lynch, Jr., Director will oversee these services and incorporate other SACS consultants and subcontractors as necessary.

Services will be billed for actual hours incurred at the following discounted hourly rates by level:  
 Shareholder \$235

Director	\$205
Senior Managing Consultant	\$195
Senior Consultant	\$150
Consultant	\$120

**CARES Act**

Consider approval to authorize the solicitation of bids to renovate the Public Defender’s office to comply with the CDC (Center for Disease Control) social distancing guidelines.

Consider approval to authorize the solicitation of bids to renovate the District Attorney’s office to comply with the CDC (Center for Disease Control) social distancing guidelines.

Consider approval to authorize the solicitation of bids to renovate the Commissioner’s office to comply with the CDC (Center for Disease Control) social distancing guidelines.

Consider ratification of an engagement letter for election procedure litigation with the firm of Babst, Calland, Clements and Zomnir, P.C. A copy of the engagement letter dated July 10, 2020 is attached.

Consider ratification of the following transfers in the 2020 budget.

**6/10/2020 to 7/9/2020**

<b>Department</b>	<b>Cost Center</b>	<b>Debit</b>	<b>Credit</b>
<b>Adult Probation Office</b>			
<b>Drug Testing</b>	<b>01423653191</b>	<b>\$900.00</b>	
<b>Parking</b>	<b>01423653320</b>		<b>\$900.00</b>
<b>District Attorney</b>			
<b>Assistant</b>	<b>01419451310</b>	<b>\$4,140.00</b>	
<b>Lexis/Nexis</b>	<b>01419453135</b>		<b>\$4,140.00</b>
<b>Sheriff</b>			
<b>Training</b>	<b>0141970553350</b>	<b>\$100.00</b>	
<b>Telephone</b>	<b>0141970553200</b>		<b>\$100.00</b>
<b>Total Debits</b>	<b>\$5,140.00</b>	<b>Total Credits</b>	<b>\$5,140.00</b>

**Public Announcements:**

Hard-To-Recycle event at the Fayette County Fairgrounds, 9 a.m. to 2 p.m. Saturday, July 18, 2020.

**Public Comments:**

**Adjournment:**

July 10, 2020

Amy Revak  
Fayette County Chief Clerk  
Fayette County Courthouse  
61 E. Main Street  
Uniontown, PA 15401

Re: Engagement for Trump et. al. Litigation in Western District of Pennsylvania

Dear Ms. Revak:

Thank you for retaining Babst, Calland, Clements and Zomnir, P.C. ("BCCZ") to jointly represent the County of Centre ("Centre") on the one hand, and the counties identified on Exhibit "A" (collectively, with Centre the "Counties") with respect to the litigation filed in the United States District Court for the Western District of Pennsylvania titled Donald J. Trump for President, Inc. et. al. vs. Kathy Boockvar et. al, and docketed to Civil Action 2-20-CV-966 (collectively, the "Litigation").

Pursuant to the Rules of Professional Conduct applicable to all attorneys who practice law in the Commonwealth of Pennsylvania, we must communicate in writing the basis of the fee that we will charge to undertake the Litigation. The purposes of this letter are to provide the Counties with information about our services and how they will be billed for legal services; and, because of our joint or common representation of the Counties, to explain and address certain actual and potential conflicts of interest that might arise as a result of this legal engagement.

The charges for our services will be based upon current hourly rates of personnel performing such services. Our attorneys' current billing rates range from \$160.00 to \$705.00 per hour, depending on the expertise and experience of the attorney performing the service. Attached as Exhibit "B" is a rate schedule identifying the attorneys who will likely be performing work on the Counties' behalf.

The hourly rates quoted herein are subject to change. Generally, our billable rate structure is reviewed annually and any changes made are usually effective as of January 1. I do not anticipate that any of the hourly rates quoted above will change before January, 2021.

On a monthly basis, our business department will provide the Counties with computer-prepared itemized statements of services and disbursements on a prorata<sup>1</sup> basis. The Counties will be billed, also on a prorata basis, for out-of-pocket expenses and other disbursements that we incur on their behalf, including, without limitation, filing fees and express mailings and postage. Please note that BCCZ may require direct payment of certain large expenses upon notice. If you have any questions concerning any items appearing on any of our bills, please do not hesitate to call me directly. For the avoidance of doubt, because this is a joint representation, the BCCZ invoices will be directed to the Counties for their respective prorata shares, and each of the Counties shall be jointly and severally liable for the prorata payment of such invoices to BCCZ.

Our bills are payable upon receipt, and we reserve the right to charge interest at a rate of 1.5% per month (or the maximum rate permitted by law, if less) on any balance remaining outstanding after thirty (30) days. In the event that our bills are not paid on a timely basis, we reserve the right to suspend performance of services until satisfactory payment arrangements are made, or if necessary, to terminate the provision of services.

BCCZ is not requiring a retainer at this time; however, if circumstances warrant, we reserve the right to request a retainer in the future jointly from the Counties. We reserve the right to condition further work being performed to prompt payment of fees, or, if requested by us, the ongoing payment and replenishment of a retainer. In the event that our bills are not paid on a timely basis, or if the retainer is not provided or replenished when requested, we reserve the right to suspend performance of services until satisfactory payment arrangements are made, or if necessary, to terminate the provision of services.

In the event our firm provides, or is asked to provide, an estimate or budget of anticipated fees or expenses, the Counties understand that the estimate or budget is not a guarantee of the maximum fees or costs for which they will be responsible (unless a project is being performed on a not-to-exceed alternate pricing model). Fees and costs in excess of the estimate or budget may be incurred, and if incurred and billed must be paid (unless a project is being performed on a not-to-exceed alternate pricing model).

The Counties agree to cooperate fully with our firm in the handling of this matter on their behalf.

Our firm typically uses electronic mail ("e-mail") to provide efficient and cost-effective legal communication. It is possible that confidential e-mail sent via the Internet could be intercepted; however, opinions issued by the American Bar Association and the Pennsylvania Bar Association indicate that the use of e-mail does not pose a risk of loss of privilege or confidentiality different from that associated with the use of telephone, U.S. mail or fax. We understand that the Counties consent to our communication via unencrypted e-mail, but if you would prefer that our firm not use e-mail to communicate with you in some or any circumstances, please advise me.

Our firm makes no guarantees or warranties, express or implied, regarding this matter or its outcome.

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<sup>1</sup> The fees and costs will be divided equally among the Counties who engage our services as identified in Exhibit "A" which will be updated to all parties as participants join in the engagement.

**BCCZ will be undertaking a joint representation of the Counties with respect to its activities relating to the Litigation.** As we have discussed, you should carefully, deliberately and thoughtfully understand the risks and benefits of a joint representation before entering into one. We have spoken at great length to the Counties (and their principals) about the inherent actual and potential conflicts of interest that do or may exist with respect to a joint representation. At present, there does not appear to be any difference of opinion among the Counties with respect to the basic goals and strategy for the Litigation. However, on further consultation with you, it may turn out that the Counties (or some of the Counties) have differing opinions regarding the goals and strategy for the Litigation, or regarding the means by which the representation will be carried out. Should this occur, we will apprise the Counties of any such conflict or potential conflict so that each can decide whether it wishes to obtain independent counsel. If we or any one of the Counties determine that there are material differences on one or more issues that cannot be resolved amicably between the Counties, you and we agree to discuss whether the conflict can be resolved through additional contemporaneous consents by the Counties, or whether we must withdraw from representing some or all of the parties.

Multiple or joint representation may result in economic or tactical advantages. You should be aware, however, that multiple or joint representation also involves significant risks. Multiple or joint representation may result in divided or at least shared attorney-client loyalties. Although we are not currently aware of any actual or reasonably foreseeable adverse effects of such divided or shared loyalty (other than those inherent in the joint representation itself), it is possible that issues may arise as to which of our representation of you may be materially limited by our representation of the other parties in the Litigation.

Because we have an equal duty of loyalty to each of the Counties, we must inform you that all information relevant to the Litigation will be shared and that we may have to withdraw from our representation of some or all of you if one of you requests that information material to the representation or Litigation should be kept from the other.

Notwithstanding the above, we must also disclose to you that we have represented in the past and do currently represent Centre in other unrelated business activities. The purpose of this paragraph is to explain to you certain consequences of our jointly representing Centre and the Counties, and to seek your consent to that continued representation of Centre. If, as to the Litigation during the course of this representation, we perceive any conflicting or differing interests between Centre and the Counties, and we determine that we cannot continue representing both Centre and the Counties, we will withdraw from representing the Counties and will endeavor to continue representing Centre if permissible under the controlling ethical rules. We ask the Counties (after obtaining independent counsel if they desire), to waive to the maximum extent permitted by applicable law and by applicable ethical principles, any right the Counties may have to disqualify BCCZ or object to our continued representation (a) of Centre in the Litigation, and (b) of the Centre in other unrelated matters. By signing and returning to us this letter, you will consent to such arrangement and waive any conflicts regarding this arrangement. Notwithstanding such waiver and consent, and depending on the circumstances, there remains some degree of risk



Amy Revak  
July 10, 2020  
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that BCCZ may be disqualified from representing both Centre and the Counties with respect to the Litigation in the event of a dispute.

Because the interests of the Counties may become inconsistent, under the ethical standards discussed below we are required to bring this matter to your attention and to obtain the informed consent of all parties relating to the Litigation before representing you in the Litigation.

Accordingly, we request that you signify your informed written consent by signing and returning this letter to us. We encourage you to seek independent counsel regarding the import of this consent, if you so desire, and we emphasize that you remain completely free to seek independent counsel at any time even if you decide to sign the consent set forth below.

If the foregoing is not in accordance with your understanding of the terms of our engagement in any respect, please contact me so that we may address your concerns promptly.

Very truly yours,

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, P.C.

By: Elizabeth A. Dupuis  
Elizabeth A. (Betsy) Dupuis, Esquire

c. Steven B. Silverman, Esquire

Accepted and agreed to this 15  
day of July, 2020

NAME

By: [Signature]  
Title: SOLICITOR  
Name: John M. Torcely

EXHIBIT "A"

Counties Participating in Representation confirmed at this time:

Centre  
Columbia  
Fayette  
Indiana  
Northumberland

Counties that may be participating in Representation at this time:

Clearfield  
Lackawanna  
Montour  
Northampton  
York

EXHIBIT "B"

Rates of Attorneys Working on the Matter

Steven B. Silverman, Esquire, Shareholder	\$420.00
Elizabeth A. Dupuis, Esquire, Shareholder	\$240.00
Sean Keagan, Esquire, Associate	\$255.00
Jessica Barnes, Law Clerk	\$185.00