

LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA

WEDNESDAY, MARCH 25, 2026

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

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



1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Ray D'Agostino.
2. Pledge of Allegiance
3. Minutes as Distributed: Approval of the March 11, 2026 Commissioners' Meeting Minutes.
4. Announcement: An Evening Commissioners' Meeting is scheduled for Wednesday, April 8, 2026 at 7:00 p.m. at the East Cocalico Township Municipal Building, 100 Hill Road, Denver, PA. There is no Commissioners' Meeting scheduled for Wednesday, April 8, 2026 at 9:15 a
5. Old Business:
6. New Business:
 - a. **Proclamation – National Women's History Month**
Jennifer Luciano, Director, Adult Probation and Parole Services
Cheri Modene, Director, Juvenile Probation
Annie Flaud, District Court Administrator
Bridge Kuster, Director, Court Reporters
Cheryl Steberger, Warden, Prison
Christina Peddigree, Director, Human Resources
Nicole Snyder, Acting Director, Drug and Alcohol Commission
Ann Hess, Recorder of Deeds
Heather Chalfant, Deputy Director, Purchasing Department
Beth Gable, Acting Budget Services Director
 - b. **EDC Finance Corporation –**
Daniella Tristaino, Portfolio Officer

Resolution No. 16 of 2026 – Next Generation Farm Loan with Enos K. and Malinda Esh

Resolution No. 17 of 2026 – Next Generation Farm Loan with Jonas L. and Rachel F. Fisher

Resolution No. 18 of 2026 – Next Generation Farm Loan with Samuel K. and Amanda L. Fisher

Resolution No. 19 of 2026 – Next Generation Farm Loan with Gideon B. and Suzanna S. Miller

Resolution No. 20 of 2026 – Next Generation Farm Loan with Samuel S. and Barbie Ann Miller

Resolution No. 21 of 2026 – Next Generation Farm Loan with Benjamin S. and Martha B. Stoltzfus

- c. **Department of Public Safety –**
Brian Pasquale, Executive Director

Approval of the 2025 Hazardous Material Emergency Response Preparedness Report

Grant Award with the Pennsylvania Emergency Management Agency (PEMA)

- d. **District Attorney's Office -**
Jacquelyn Pfursich, County Solicitor

Vehicle Purchases using Drug Task Force Funds

Title Transfer of Vehicles to SERT

- e. **Court Administration –Application for Reimbursement with the Administrative Office of Pennsylvania Courts (AOPC)**
Annie Flaud, District Court Administrator
Michelle Miller, Deputy District Court Administrator

- f. **Prison – Memorandum of Understanding with Union Community Care and PrimeCare Medical, Inc.**
Joe Shiffer, Deputy Warden, Inmate Services
Ashley Kelly, Reentry Manager

- g. **Sheriff's Office – Amended Agreement with Axon Enterprises, Inc.**
Jacquelyn Pfursich, County Solicitor

- h. **Behavioral Health and Developmental Services – Amended Agreement with Friendship Community, Inc.**
Kerby Keller, Deputy Director of Administration

- i. **Office of Aging –**
Tom Martin, Director

Grant Renewal Agreement with the Pennsylvania Department of Human Services and Pennsylvania Department of Aging

Memorandum of Understanding with Workforce Development Board and PA CareerLink

Renewal Agreements

- j. **Purchasing Department - Contract Award for Pool Chemicals**
James Catigano, Buyer II
- k. **General Services – Agreement with If it's Water, Inc.**
Carmen Simone, Deputy Director
Nick Williams, Maintenance Supervisor

7. Business from Guests

8. Adjourn



County of Lancaster

Office of the Commissioners

County Commissioners

Ray D'Agostino, Chairman

Joshua G. Parsons, Vice-Chairman

Alice Yoder, Commissioner

PROCLAMATION

National Women's History Month

March 25, 2026

WHEREAS, every year since 1980 the President of the United States has issued a special National Women's History Month Proclamation; and

WHEREAS, this month, we pay tribute to women who strengthen and enrich our society through civic action, devotion to family, and tireless dedication to community, innovation and prosperity; and

WHEREAS, throughout history women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, and other important endeavors here in Lancaster County and beyond; and

WHEREAS, women have influenced and advanced every facet of American life and culture. The strength, ingenuity, and spirit of our female leaders, innovators, and pioneers shape our Nation's character, government, industry, families, and communities; and

WHEREAS, women have played and continue to play critical economic, cultural, and social roles in every sphere of the life of Lancaster County by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, Lancaster County Government is fortunate to have many women in leadership roles throughout County Departments and Elected Office, serving Lancaster County residents each day; and

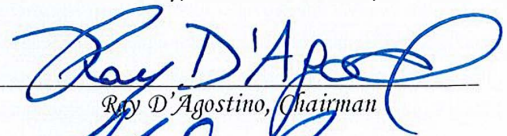
WHEREAS, Lancaster County has many community organizations and businesses that are women-founded or women-led across a wide range of fields including agriculture, healthcare, housing, public safety, education, science, art and much more; and

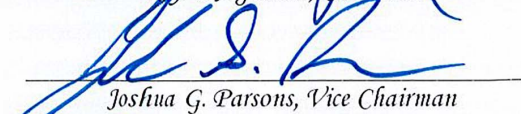
WHEREAS, women have and continue to serve our country courageously in the military, including many from Lancaster County; and

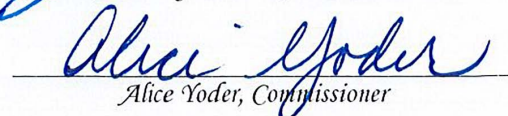
WHEREAS, during Women's History Month, we honor the women who have changed our County, Commonwealth, and Nation, and we reaffirm our commitment to supporting the next generation of female trailblazers and dreamers as they carry forward this distinguished legacy; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA, that the County of Lancaster does hereby celebrate the month of March, 2026 as ----- National Women's History Month ----- in Lancaster County and express our sincere appreciation for the economic, cultural and social impacts women have made and continue to make in every sphere of life in this County, Commonwealth, and Nation.




Ray D'Agostino, Chairman


Joshua G. Parsons, Vice Chairman


Alice Yoder, Commissioner

Board of Commissioners of
Lancaster County, Pennsylvania

RESOLUTION NO. 16 OF 2026

FUNDING THROUGH THE NEXT GENERATION FARM LOAN PROGRAM

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has held a public hearing on an application/project in the total amount of \$712,000.00 for the Next Generation Farm Loan for Enos K. and Malinda S. Esh. The Industrial Development Authority financing is in the amount of \$612,000.00. The farm is located at 439 Byerland Church Road, Willow Street, Pequea Township, Lancaster County, Pennsylvania, which is in accordance with the Tax Equity and Fiscal Responsibility Act of 1982; and

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has determined that the application/project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above application/project at a publicly advertised meeting; and

WHEREAS, the project's details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA, that the Board hereby approves the revenue obligation or tax-exempt issues as stated above; and

BE IT FURTHER RESOLVED that the approval granted hereby shall not, in any way, pledge or obligate the credit or taxing power of the County, nor shall the County be liable for the payment of the principal of, or interest on, any obligations issued by the Authority.

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

ATTEST:

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

Ray D'Agostino, Chairman

Joshua G. Parsons, Vice Chairman

Alice Yoder, Commissioner

Board of Commissioners of
Lancaster County, Pennsylvania

**Penn Township Lancaster County
Industrial Development Authority**

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Joe Eisenhower, Vice
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Seth Obetz, Treasurer

Mark Hiester,
Assistant Secretary

Jennifer Tulonen,
Secretary / Assistant
Treasurer

Mark Hiester,
Township Manager

Sean B. Frederick, Esq.,
Solicitor

PROJECT

Enos K. and Malinda S. Esh

Next Generation Farm Loan

Project Description: Enos K. and Malinda S. Esh will purchase a farm of approximately 41-acres from Enos's parents, Henry S. and Barbara S. Esh. The farm is located at 439 Byerland Church Road, Willow Street, Pequea Township, Lancaster County, PA. The farm has a dairy operation marketed to Rocky Ridge Dairy. The farm is being sold to Enos and Malinda for \$712,000 which includes \$12,000 for closing costs. The NGFLP program will be funding \$612,000 of the total with the sellers financing the remaining \$100,000. The seller will provide an in-kind gift for the non-ag residence.

Project Cost: \$712,000

Amount of IDA Financing: \$612,000 (NGFL)

Location of Project: 439 Byerland Church Road, Willow Street, PA

Is Farm Preserved: Yes No X

Bank: Bank of Bird-in-Hand, Matt Weder

Timeline: The Eshs plan to close this loan by the end of May 2026

RESOLUTION NO. 17 OF 2026

FUNDING THROUGH THE NEXT GENERATION FARM LOAN PROGRAM

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has held a public hearing on an application/project in the total amount of \$860,000.00 for the Next Generation Farm Loan for Jonas L. and Rachel F. Fisher. The Industrial Development Authority financing is in the amount of \$682,000.00. The farm is located at 785 Strasburg Road, Paradise, Paradise Township, Lancaster County, Pennsylvania, which is in accordance with the Tax Equity and Fiscal Responsibility Act of 1982; and

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has determined that the application/project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above application/project at a publicly advertised meeting; and

WHEREAS, the project's details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

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Mark Hiester,
Township Manager

Sean B. Frederick, Esq.,
Solicitor

PROJECT

**Jonas L. and Rachel F. Fisher
Next Generation Farm Loan**

Project Description: Jonas L. and Rachel F. Fisher will purchase a farm of approximately 97-acres from Jonas's parents, Ben K. and Mattie B. Fisher. The farm is located at 785 Strasburg Road, Paradise, Paradise Township, Lancaster County, PA. The farm has a dairy operation marketed to Organic Valley. Crops grown on the farm are corn and alfalfa for feed along with tobacco that is contracted with Lancaster Leaf Tobacco Company. The farm is being sold to Jonas and Rachel for \$860,000 which includes \$20,000 for closing costs. The NGFLP program will be funding \$682,000 of the total with Univest Bank financing the remaining \$178,000. The seller will provide an in-kind gift for the non-ag residence.

Project Cost: \$860,000

Amount of IDA Financing: \$682,000 (NGFL)

Location of Project: 785 Strasburg Road, Paradise, PA

Is Farm Preserved: Yes No X

Bank: Univest Bank, Paul Willits

Timeline: The Fishers plan to close this loan by the end of May 2026.

RESOLUTION NO. 18 OF 2026

FUNDING THROUGH THE NEXT GENERATION FARM LOAN PROGRAM

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has held a public hearing on an application/project in the total amount of \$1,270,000.00 for the Next Generation Farm Loan for Samuel K. and Amanda L. Fisher. The Industrial Development Authority financing is in the amount of \$670,000.00. The farm is located at 1090 Kirkwood Pike, Quarryville, Colerain Township, Lancaster County, Pennsylvania, which is in accordance with the Tax Equity and Fiscal Responsibility Act of 1982; and

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has determined that the application/project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above application/project at a publicly advertised meeting; and

WHEREAS, the project's details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA, that the Board hereby approves the revenue obligation or tax-exempt issues as stated above; and

BE IT FURTHER RESOLVED that the approval granted hereby shall not, in any way, pledge or obligate the credit or taxing power of the County, nor shall the County be liable for the payment of the principal of, or interest on, any obligations issued by the Authority.

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ATTEST:

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County of Lancaster, PA

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Joshua G. Parsons, Vice Chairman

Alice Yoder, Commissioner

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Mark Hiester,
Township Manager

Sean B. Frederick, Esq.,
Solicitor

PROJECT

**Samuel K. and Amanda L. Fisher
Next Generation Farm Loan**

Project Description: Samuel K. and Amanda L. Fisher will purchase a farm of approximately 39-acres from their parents, John I. and Fannie Z. Fisher. The farm is located at 1090 Kirkwood Pike, Quarryville, Colerain Township, Lancaster County, PA. The farm has a chicken operation as well as a dairy operation that is marketed to Maplehofe. Crops grown on the farm are corn and alfalfa for feed. The farm is being sold to Samuel and Amanda for \$1,270,000 which includes \$20,000 for closing costs. The NGFLP program will be funding \$670,000 of the total with Farm Service Agency financing \$600,000. The seller will provide an in-kind gift for the non-ag residence.

Project Cost: \$1,270,000

Amount of IDA Financing: \$670,000 (NGFL)

Location of Project: 1090 Kirkwood Pike, Quarryville, PA

Is Farm Preserved: Yes No X

Bank: Univest Bank, Paul Willits

Timeline: The Fishers plan to close this loan by the end of May 2026

RESOLUTION NO. 19 OF 2026

FUNDING THROUGH THE NEXT GENERATION FARM LOAN PROGRAM

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has held a public hearing on an application/project in the total amount of \$1,015,000.00 for the Next Generation Farm Loan for Gideon B. and Suzanna S. Miller. The Industrial Development Authority financing is in the amount of \$610,000.00. The farm is located at 317 Strasburg Pike, Lancaster, East Lampeter Township, Lancaster County, Pennsylvania, which is in accordance with the Tax Equity and Fiscal Responsibility Act of 1982; and

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has determined that the application/project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above application/project at a publicly advertised meeting; and

WHEREAS, the project's details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA, that the Board hereby approves the revenue obligation or tax-exempt issues as stated above; and

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Mark Hiester,
Township Manager

Sean B. Frederick, Esq.,
Solicitor

PROJECT

Gideon B. and Suzanna S. Miller
Next Generation Farm Loan

Project Description: Gideon B. and Suzanna S. Miller will purchase a farm of approximately 63-acres from Samuel's parents, John L. and Malinda S. Miller. The farm is located at 317 Strasburg Pike, Lancaster, East Lampeter Township, Lancaster County, PA. The farm has a dairy operation marketed to LANCO. Crops grown on the farm are corn and alfalfa for feed. The farm is being sold to Gideon and Suzanna for \$1,015,000 which includes \$15,000 for closing costs. The NGFLP program will be funding \$610,000 of the total with the seller financing \$200,000 and the remainder coming from borrower equity. The seller will provide an in-kind gift for the non-ag residence.

Project Cost: \$1,015,000

Amount of IDA Financing: \$610,000 (NGFL)

Location of Project: 317 Strasburg Pike, Lancaster, PA

Is Farm Preserved: Yes No X

Bank: Univest Bank, Randy Ringler

Timeline: The Millers plan to close this loan by the end of May 2026.

RESOLUTION NO. 20 OF 2026

FUNDING THROUGH THE NEXT GENERATION FARM LOAN PROGRAM

On motion of Commissioner _____, seconded by Commissioner _____.

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has held a public hearing on an application/project in the total amount of \$890,000.00 for the Next Generation Farm Loan for Samuel S. and Barbie Ann Miller. The Industrial Development Authority financing is in the amount of \$640,000.00. The farm is located at 289 Clearview Road, Lancaster, East Lampeter Township, Lancaster County, Pennsylvania, which is in accordance with the Tax Equity and Fiscal Responsibility Act of 1982; and

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has determined that the application/project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above application/project at a publicly advertised meeting; and

WHEREAS, the project's details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

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Mark Hiester,
Township Manager

Sean B. Frederick, Esq.,
Solicitor

PROJECT

Samuel S. and Barbie Ann Miller

Next Generation Farm Loan

Project Description: Samuel S. and Barbie Ann Miller will purchase a farm of approximately 44-acres from Samuel's parents, John L. and Malinda S. Miller. The farm is located at 289 Clearview Road, Lancaster, East Lampeter Township, Lancaster County, PA. The farm has a dairy operation marketed to Maryland Virginia Milk Producers Association. Crops grown on the farm are corn and alfalfa for feed along with tobacco that is contracted with Lancaster Leaf Tobacco Company. The farm is being sold to Samuel and Barbie for \$890,000 which includes \$15,000 for closing costs. The NGFLP program will be funding \$640,000 of the total with the seller financing \$75,000 and the remainder coming from borrower equity. The seller will provide an in-kind gift for the non-ag residence.

Project Cost: \$890,000

Amount of IDA Financing: \$640,000 (NGFL)

Location of Project: 289 Clearview Road, Lancaster, PA

Is Farm Preserved: Yes No X

Bank: Univest Bank, Randy Ringler

Timeline: The Millers plan to close this loan by the end of May 2026.

RESOLUTION NO. 21 OF 2026

FUNDING THROUGH THE NEXT GENERATION FARM LOAN PROGRAM

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has held a public hearing on an application/project in the total amount of \$1,500,000.00 for the Next Generation Farm Loan for Benjamin S. and Martha B. Stoltzfus. The Industrial Development Authority financing is in the amount of \$682,000.00. The farm is located at 721 Country Lane, Paradise, Sadsbury Township, Lancaster County, Pennsylvania, which is in accordance with the Tax Equity and Fiscal Responsibility Act of 1982; and

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has determined that the application/project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above application/project at a publicly advertised meeting; and

WHEREAS, the project's details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

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Mark Hiester,
Township Manager

Sean B. Frederick, Esq.,
Solicitor

PROJECT

Benjamin S. and Martha B. Stoltzfus

Next Generation Farm Loan

Project Description: Benjamin S. and Martha B. Stoltzfus will purchase a farm of approximately 97-acres from Benjamin's brother, Raymond B. and Fannie Mae Stoltzfus. The farm is located at 721 Country Lane, Paradise, Sadsbury Township, Lancaster County, PA. The farm has a hog operation and a dairy operation that is marketed to Dutch Meadows Organic Dairy. Crops grown on the farm are alfalfa. The farm is being sold to Benjamin and Martha for \$1,500,000. The NGFLP program will be funding \$682,000 of the total with Univest Bank financing \$518,000 and the remainder coming from borrower equity. The seller will provide an in-kind gift for the non-ag residence.

Project Cost: \$1,500,000

Amount of IDA Financing: \$682,000 (NGFL)

Location of Project: 721 Country Lane, Paradise, PA

Is Farm Preserved: Yes ☒ No

Bank: Univest Bank, Nathan Hoover

Timeline: The Stoltzfuses plan to close this loan by the end of May 2026

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Department of Public Safety, to adopt Lancaster County's Hazardous Materials Emergency Response Preparedness Report for calendar year 2025 and to sign the certification page as well as to give Brian P. Pasquale, Executive Director, approval to sign the certification page.

3/25/26

State of Lancaster County's Hazardous Materials 2025 Report Brief

Incidents:

Lithium-ion battery incidents continue to rise in Lancaster County. There were multiple incidents that occurred in 2025 that involved lithium-ion batteries catching fire. Response to Lithium ion battery fires is time-consuming and requires lengthy follow-up by the PA Department of Environmental Protection. Lithium ion battery fires can be difficult to attribute as the cause of any fire due to the intense heat associated with Lithium ion batteries and the destruction of evidence. The Local Emergency Planning Committee has partnered with Lancaster County Solid Waste Management Authority to educate the public about the warning signs that a battery may be damaged and should be taken for disposal.

Lancaster County had a total of 73 HazMat team responses in 2025, down from 126 incidents in 2024 (42% decrease). The decrease is attributed to clean up contractors and tow companies the clean up of petroleum-based products that have not left the roadway and did not impact the environment. More local fire departments HazMat defensive actions have resulted in lower environmental impacts. Incidents in 2025 included incidents involving chemical reporting facilities, transportation accidents, and lithium – ion batteries.

Transportation incidents represent the majority of the hazardous material incidents in 2025 (as in previous years). The primary challenge with transportation incidents is ensuring proper cleanup and remediation is being done by the cleanup contractors. Pennsylvania's Department of Environmental Protection (DEP) Emergency Response Program has been invaluable to the process of ensuring that environmental impacts are kept to a minimum and all clean-up work is completed appropriately.

Chemical Reporting Facilities:

Lancaster County has 500 chemical reporting facilities. As of March 1st, 2025, 372 of the 500 facilities have reported their chemical inventories in accordance with Pennsylvania Act 165, and Emergency Planning and Community Right-to-Know Act (EPCRA) sections 302 and 312. Compared to 2024, chemical reporting compliance has increased 29% (Y2Y). The number of facilities in Lancaster County has remained the same since 2024.

Hazardous Materials Training:

There are four levels of hazardous materials training that first responders can receive, Awareness, Operations, Technician, and Specialist. The Awareness class is required for all new responders in the county. All four training levels require a refresher course annually to maintain currency. The Lancaster County Public Safety Training Center

provided one initial classes between all levels with a total of 18 students trained county-wide.

Forty-one HAZMAT refresher classes were provided across Lancaster County with a total of 883 students in 2024. Multiple exercises and tabletop discussions were completed in addition to the initial and refresher classes. Topics covered in the exercises were advanced technician-level skills, such as plugging & patching, air monitoring, preparedness, and preplanning topics as well as response tactics.

All hazardous materials response training in 2025 was funded through the Hazardous Materials Response Fund (HMRF) and Hazardous Materials Emergency Preparedness (HMEP) grant programs as approved by the LEPC and the Board of Commissioners.

Opportunities for Performance Improvement:

Opportunities for performance improvement exist in Lancaster County in both administrative and response capabilities. Administrative improvements include collaboration and training between the hazmat response team, local fire departments, and private businesses.

With the incorporation of Lebanon County Special Operations Station 50 into Lancaster County responses, local fire departments and private industry should be working and training together to improve professional relationships and become familiar with the expectations for each agency in an integrated response. Within the first six months of Lebanon County's service, there has been a 25% improvement in response times and improved satisfaction and support from the Lancaster County fire chiefs.

The approval of the HazMat Strategic Planning Study presents an excellent opportunity for Lancaster County to review best hazmat response practices across the country and use them to develop an appropriate model for hazardous materials response that is sustainable for the next ten to fifteen years.

Recommendations:

Two recommendations are provided based on Lancaster County's Chemical Safety Report.

The first is to bring a preparedness tool to the fire departments so that awareness and decisions when chemical hazards are present can begin sooner. With the addition of CERES plume modeling software that has predesignated scenarios for chemical facilities and the ability to start a hazardous materials incident based off of a transportation incident, fire departments can make emergency decisions with a virtual consult from a duty officer from the hazardous materials response team prior to the team's arrival.

The second recommendation is to complete and use the information and recommendations gathered as a part of the strategic planning study to create a sustainable model for hazmat response. This should include dispatch and response protocols, team dynamics and financial models.

Threats vs. Future Initiatives:

The primary threats facing the HAZMAT emergency response capability in Lancaster County are shared across the state. The PA Act 165, Hazardous Materials Emergency Response Fund (HMERF) Grant has rapidly decreased by 50% since 2022 and continued falling in 2026. Similarly, HMEP has decreased by 50% for 2025 and future Federal pass-through grants for emergency management and hazmat remain uncertain. This is largely due to the loopholes in chemical reporting and the lack of enforcement programs at the local level. While PA Act 165 of 1990 is being revisited for updates at the state level, changes to the funding model and policies to close reporting loopholes may not come for years. This gives way to local-level initiatives such as enforcement policies, including local facility inspections to be developed by the Local Emergency Planning Committee (LEPC).

Conclusion:

2025 continued the trend of incidents that involve evolving and next-gen threats that involve hazardous materials. Preparedness and education activities have aided in the impacts of these incidents from being worse. This is the case for lithium-ion battery response. Signing the mutual aid agreement with Lebanon County Special Operations Station 50 and the effectiveness of the LEPC have remained strong points for the Lancaster County community. Additional initiatives to increase training and professional relationships with local fire departments have been critical in strengthening hazardous response over the past year. While challenges surrounding funding and response models for a sustainable future for hazardous materials response remain uncertain going into 2026, ways to mitigate the uncertainty are in place as a pathway moving forward.

The point of contact for this report is the undersigned at:

Zachary Gibbons, MAEM, CEM, HMT, NREMT

Emergency Management and Hazardous Materials Operations Manager

LEPC Manager

Lancaster County Department of Public Safety



County: _____

Reporting Year: 2025

Report ID: _____

- A. The below-named officials certify that they have reviewed and approved the Hazardous Materials Emergency Response Preparedness Report (HMERP) and consider it to be an accurate assessment of the threat posed by hazardous materials in the county and an acceptable plan to counter or mitigate the threat.
- B. The signatories hereon certify that all Act 165-generated funds will be expended in accordance with prescribed standards as specified in Act 165 of 1990, as amended, and as further detailed in Pennsylvania Emergency Management Agency Directive D2022-01 of January 2022, or subsequent Directive.
- C. County contributions and private donations credited to the Hazardous Material Emergency Response (HMER) Account were expended exclusively for hazardous material program-related items or activities.
- D. Chemical planning fees collected by the county will be expended in compliance with the provisions of Act 165 of 1990, as amended, and the associated County fiscal policies.
- E. Records of expenditures and equipment/capital acquisitions are being retained for a period of seven years following the close of the calendar year to which they pertain.
- F. By signing this certification, the individual(s) signing on behalf of the County ("Signers") acknowledge that:
1. their electronic signatures confirm that they are authorized to sign this agreement and bind the County.
 2. they are acting in compliance with the applicable law and the organizational and governance documents of the Grantee.
 3. they and the Grantee understand that PEMA will rely on these representations and confirmations in its subsequent review and use of this certification.
 4. that they are submitting official information to the Commonwealth.
 5. that the data contained in this report can be used, whenever necessary, to determine a grant eligibility allocation under the Hazardous Material Response Fund
 6. 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

Name

Title

Date

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

Grant Award With:

Pennsylvania Emergency Management Agency
Harrisburg, PA

Purpose:

To recognize funds from the Radiation Emergency Response Fund (RERF) grant to be used to offset the planner's salary who is working directly on the opening of the Crane Clean Energy Center, formerly TMI.

Amount/Term

\$36,353.00 for the period March 25, 2026 through July 30, 2027.

Funding:

Pennsylvania Emergency Management Agency funds.

Note:

To give Brian P. Pasquale, Executive Director, authorization to sign the grant agreement.

**RADIATION EMERGENCY RESPONSE FUND GRANT AGREEMENT
FOR STATE FISCAL YEAR 2025-2026**

This Radiation Emergency Response Fund grant agreement for state fiscal year ("SFY") 2025-2026 is between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Pennsylvania Emergency Management Agency ("PEMA"), with its principal offices located at 1310 Elmerton Avenue, Harrisburg, Pennsylvania 17110 and Lancaster County ("Grantee"), with its principal offices located at 150 N Queen St Ste 710, Lancaster, Pennsylvania 17603.

PEMA is the Commonwealth agency responsible for developing the Radiological Emergency Response Program ("Program") pursuant to the Radiation Protection Act of 1984 ("Act 147"), 35 P.S. §§ 7110.101 *et seq.*, as amended. Act 147 established the Radiation Emergency Response Fund ("RERF"), which is supported by fees assessed to nuclear power plants. The RERF is designed to provide financial assistance to designated risk and support counties municipalities, school districts, volunteer organizations and Commonwealth of Pennsylvania agencies in order to carry out the purposes of the Program.

The Grantee submitted an application to PEMA for RERF funds to improve emergency response to and recovery from radiological incidents in support of the requirements of Act 147 and the Program. PEMA determined that the Grantee is eligible to receive RERF funds and that the Grantee's proposed use of funds meets Act 147 and Program requirements. The resulting grant will be 100% state funded.

The parties wish to set forth the terms and conditions under which PEMA grants RERF funds to the Grantee.

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

1. Award Amount. Subject to the terms and conditions of this agreement and the availability of funds, PEMA hereby grants up to \$36,353.00 in state RERF funds to the Grantee to support the radiological emergency support measures outlined in Grantee's approved RERF Budget set forth in Attachment A. PEMA may increase or decrease the amount of the grant award by providing written notice of funding adjustment 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.
2. Term. The term of this agreement will commence on the date of the last Commonwealth signature ("Effective Date") and will remain in effect until July 30, 2027 ("Term"), unless sooner terminated in accordance with paragraph 5 of this agreement. 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.
3. Period of Performance. The period of performance for this agreement will commence on October 1, 2025 and end on June 30, 2027 ("Period of Performance"). PEMA may extend the Period of Performance by providing written notice of extension without the need to amend this agreement, so long as the extension of the Period of Performance does not exceed the Term. The Grantee shall expend or obligate all RERF funds within the Period

of Performance.

4. Extension of Term. PEMA may extend the Term for up to 90 days by providing written notice of extension to the Grantee without the need to amend this agreement. Any extension of the Term in excess of 90 days must be accomplished through a formal amendment to this agreement.
5. Termination. PEMA may terminate this agreement at any time for its convenience or for any other 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.
6. Survival of Terms. The provisions and obligations set forth in paragraphs 10, 11, 12, 13, 14, 16 and 17 will survive the termination of this agreement.
7. Commonwealth Standard Terms and Conditions. The Grantee shall comply with the Commonwealth's Standard Terms and Conditions set forth in Attachment B.
8. 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, 4 Pa. Code Ch. 116. 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 these state grants.
9. Nuclear Regulatory Commission Compliance. The Grantee shall comply with the U.S. Nuclear Regulatory Commission's Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants (NUREG-0654/FEMA-REP-1, Rev. 2, published December, 2019, which is attached as Attachment C.
10. Plan Amendments. If the Grantee uses the funds to amend the Grantee's Radiological Emergency Response Plan, the amended plan must comply with the Nuclear/Radiological Plan contained within the Commonwealth of Pennsylvania Emergency Operations Plan. The Nuclear/Radiological Plan, historically referred to as Annex E, is a confidential document distributed to the Grantee in its role as a risk and support county or agency. The Grantee shall maintain, secure, and protect PEMA's confidential information in the same manner that it protects its own confidential information.
11. Audit. The Subrecipient shall give PEMA and other state agencies access to, and the right to examine, all records and documents that are related to the grant and permit access to facilities, personnel, and other individuals and information that PEMA or other state agency may determine is necessary.
12. Funds Management.
 - a. Advance Payment. PEMA shall pay all funds due to the Grantee under this agreement as a single advance payment in accordance with 4 Pa. Code § 116.4. Upon receipt of advance payment funds from PEMA, the Grantee shall promptly

deposit the 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. The advance payment funds, and any interest earned thereon, must be expended by the Grantee to fulfill the objectives of this agreement.

- b. Interest. Interest earned on the RERF funds by the Grantee must be used toward the completion of project activities. The Grantee shall return any interest funds not expended to fulfill the objectives of this agreement to PEMA pursuant to paragraph 12(d).
 - c. Budget Modifications. The Grantee may reallocate funds within the approved RERF Budget, up to 20% of the total amount budgeted. The Grantee shall request permission in writing from PEMA to reallocate funds that exceed 20% of the approved RERF Budget. PEMA maintains sole discretion to approve or disapprove changes and will notify the Grantee in writing without the need to amend this agreement.
 - d. Return of Funds. In accordance with 4 Pa. Code § 116.4(5), the Grantee shall return any funds not expended or obligated during the Period of Performance within 30 days of notification by PEMA.
13. Final Performance Report. The Grantee shall submit a final performance report to PEMA no later than 30 days after the end of the Period of Performance. The report must contain the information required under 4 Pa. Code § 116.7(a)(2), including, but not limited to, a final list and summary of the expenditures identified in Attachment A. The Grantee shall submit receipts, reports, records, documents, and other information that PEMA may require as proof of expenditures.
14. 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.
 - c. comply with the record retention and audit provisions of 4 Pa. Code § 116.9.
15. Notice. All notices and reports 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.

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 if PEMA determines that the Grantee's expenditures are or were not eligible, proper, or allowable.
17. Noncompliance. If PEMA provides a notice of recoupment of funds to the Grantee and the Grantee fails to return the funds in accordance with the notice, the Commonwealth, in addition to any rights or remedies it may have at law or in equity, may offset the amount due against any existing or future sums of money owed to the Grantee by any Commonwealth agency or department.
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 1, 3, 4, 12(c), and 15, 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: LANCASTER COUNTY

Signature Date

Print Name: _____

Title: _____

PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY

PEMA Director or Designee Date

APPROVED AS TO FORM AND LEGALITY:

Office of Chief Counsel Date
PEMA

Office of General Counsel Date

Office of Attorney General Date

APPROVED:

Comptroller Operations Date

Funds Commitment: _____

Vendor No.: _____

I hereby certify that funds in the amount of \$36,353.00 are available under Appropriation
Symbol:

6006000000-0000-3153003000-6600400-3110700000

LANCASTER RERF PROJECT BUDGET



DGM-29



Grant Reporting Period: October 1, 2025 - June 30, 2027
Subrecipient Name: Lancaster

Grant Award: \$36,353.00
Project Total: \$36,353.00
Funds Expended: \$0.00

Version 20250129

Project #	Project Category	Budgeted Item	Original Projected Budget Amount	Project Reallocation Requested	Project Reallocation Approved	Total Project Amount	Project Funds Expended	Project Balance
1	Planning	Radiological Planner Salary (Personnel)	\$36,353.00			\$36,353.00	\$0.00	\$36,353.00
TOTALS			\$36,353.00	\$0.00	\$0.00	\$36,353.00	\$0.00	\$36,353.00

Attachment B

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

1. DEFINITIONS

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

2. INDEMNIFICATION

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

3. NONDISCRIMINATION/SEXUAL HARASSMENT

- a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
 - i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
 - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

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

4. GRANTEE INTEGRITY

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

- i. “Affiliate” means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- ii. “Grantee” means the individual or entity, that has entered into this agreement with the Commonwealth.
- iii. “Grantee Related Parties” means any Affiliates of the Grantee and the Grantee’s executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
- iv. “Financial Interest” means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor’s Code of Conduct, Executive Order 1980-18](#), as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. “Non-Solicitation Award Process” means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

b. **Representations and Warranties.**

- i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 3. had any business license or professional license suspended or revoked;
 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 5. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

- ii. **Grantee Explanation.** If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.
- iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
- iv. **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.

c. **Grantee Responsibilities.** During the term of this agreement, the Grantee shall:

- i. maintain the highest standards of honesty and integrity.
- ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
- iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
- iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
- v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to

have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.

- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
- vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
- viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

d. **Investigations.** If a State Inspector General investigation is initiated, the Grantee shall:

- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
- iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

e. **Termination.** For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

f. **Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and

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

5. CONTRACTOR RESPONSIBILITY

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
 - i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
 - ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or

debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

6. AMERICANS WITH DISABILITIES ACT

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

7. APPLICABLE LAW AND FORUM

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

8. RIGHT TO KNOW LAW

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this agreement.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
 - i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the

Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and

- ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.
- c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement**
 - i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
 - ii. **Grantor Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- e. **Challenges of Commonwealth Release.** The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. **Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this agreement.

9. OFFSET

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

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

- a. **Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>

- b. **Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- c. **ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

11. WORKER PROTECTION AND INVESTMENT

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

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.



FEMA

NUREG-0654/FEMA-REP-1
Rev. 2

Criteria for

Preparation and Evaluation of Radiological EMERGENCY RESPONSE PLANS AND PREPAREDNESS

in Support of Nuclear Power Plants

Final Report

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Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants

Final Report

December 2019



ABSTRACT

NUREG-0654/FEMA-REP-1, “Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants,” is a joint United States Nuclear Regulatory Commission (NRC) NUREG-series publication and Federal Emergency Management Agency (FEMA) guidance document. Both agencies use the document to evaluate the adequacy of the emergency plans and preparedness of state, local, and tribal governments within the emergency planning zones (EPZs) surrounding commercial nuclear power plants (NPPs), as well as those of the commercial NPP applicants and licensees.

This NUREG-0654/FEMA-REP-1, Revision 2 update reflects changes to both NRC and FEMA regulations, guidance, policies, and doctrine, as well as advances in technology and best practices that have occurred since the document was originally issued in November 1980. This update also incorporates the four supplemental documents and addenda that have been issued in the intervening years, and is intended to modernize and consolidate the guidance making it easier for users to understand.

CONTENTS

Abstract	iii
Preface	vii
Abbreviations and Acronyms	ix
SECTION I: Introduction	1
A. Background	1
B. Scope	2
Use of This Document	2
Document Hierarchy	4
Alternative Approaches	4
C. Planning Basis	5
Background	5
Emergency Planning Zones	5
Time Factors Associated with Releases	6
Radiological Characteristics of Releases	6
Continuing Assessment of the Planning Basis for Radiological Emergency Preparedness	7
D. Coordinated Government Emergency Planning	8
Integrated Guidance and Criteria	8
E. Form and Content of Plans	9
F. Tribal Governments	10
G. Criteria for Emergency Planning in an Early Site Permit Application	11
Emergency Planning Provisions of the Rule	11
Identification of Physical Characteristics	11
Major Features of Emergency Plans	12
Complete and Integrated Plans	12

SECTION II: Planning Standards and Evaluation Criteria	13
Introduction	13
A: Assignment of Responsibility	14
B: Emergency Response Organization	15
C: Emergency Response Support and Resources	24
D: Emergency Classification System	26
E: Notification Methods and Procedures	27
F: Emergency Communications	28
G: Public Education and Information	29
H: Emergency Facilities and Equipment	30
I: Accident Assessment	32
J: Protective Response	34
K: Radiological Exposure Control	38
L: Medical and Public Health Support	40
M: Recovery, Reentry, and Post-Accident Operations	41
N: Exercises and Drills	43
O: Radiological Emergency Response Training	46
P: Responsibility for the Planning Effort: Development, Periodic Review, and Distribution of Emergency Plans	47
SECTION III: Resources	49
Authorities and References	49

TABLES

Table B-1: Emergency Response Organization (ERO) Staffing and Augmentation Plan	16
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PREFACE

NUREG-0654/FEMA-REP-1, Revision 2, “Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants,” integrates 35 years of lessons learned within the Radiological Emergency Preparedness (REP) Program¹ and consolidates and clarifies previous guidance. This document is consistent with NRC and the Department of Homeland Security’s (DHS’) FEMA regulations² and doctrine. FEMA expects state, local, and tribal governments to adopt and transition to Revision 2 of this document. Part B of the Introduction provides information for use of this document. Part B also provides information regarding the NRC’s plans for using this document and how the NRC staff complies with section 50.109 of Title 10 of the Code of Federal Regulations (CFR), and any applicable finality provisions in 10 CFR Part 52. The decision to revise this document and maintain the joint ownership between NRC and FEMA was agreed upon by the FEMA/NRC Emergency Preparedness (EP) Steering Committee. This update aligns with national preparedness doctrine as directed by the President in directives and supported by the National Preparedness System (NPS)³. Additionally, this revision incorporates the REP Program guidance into the NPS, thus ensuring that it is risk- and threat-informed and appropriate for the whole community.

The revised document is the product of a joint NUREG-0654/FEMA-REP-1 Task Force consisting of headquarters and regional staff members of both agencies. Multiple public meetings and call-in sessions were held to engage stakeholders, including Federal partners and state, local, and tribal governments, and industry representatives. Stakeholders provided constructive input to inform the writing process and validate work products. The Task Force strived to achieve the same relevance that the original authors accomplished. The concepts within this document have served the REP community well since first released in 1980 and were embraced by the Task Force during the rewrite process. NRC and FEMA staff, as directed by the FEMA/NRC EP Steering Committee, will conduct periodic, joint reviews of this document to determine if an update or revision is warranted.

The NUREG-0654/FEMA-REP-1 Task Force acknowledges the contributions of the Nuclear Energy Institute (NEI), the Conference of Radiation Control Program Directors (CRCPD), and the National Emergency Management Association (NEMA). The Task Force also acknowledges the contributions made by other Federal agencies, state, local, and tribal government organizations, members of the public, and the nuclear industry.

The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

¹ The REP Program includes both NRC and FEMA programs that administer EP for commercial NPP sites and surrounding areas. The programs encompass the plans, training, exercises, and resources necessary to prepare emergency personnel to rapidly identify, evaluate, and respond to emergencies.

² This document contains and references information collection requirements that are subject to the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.). Existing requirements were approved by the Office of Management and Budget (OMB), NRC control numbers 3150-0011 and 3150-0151 and FEMA control number 1660-0024. The NRC and FEMA may not conduct or sponsor, and a person is not required to respond to, a request for information or an information collection requirement unless the requesting document displays a currently valid OMB control number.

³ NPS contemporary EP guidance includes, but is not limited to, the National Preparedness Goal and System Description; the National Planning Frameworks; Comprehensive Preparedness Guide (CPG) 101, “Developing and Maintaining Emergency Operations Plans”; CPG 201, “Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Guide”; the core capabilities; the National Incident Management System (NIMS) and Incident Command System (ICS); the Homeland Security Exercise and Evaluation Program (HSEEP); and the Integrated Planning System.

ABBREVIATIONS AND ACRONYMS

ADAMS	Agencywide Documents Access and Management System
ANS	Alert and Notification System
CFR	Code of Federal Regulations
Ci	Curie
COL	Combined License
CPG	Comprehensive Preparedness Guide
CRCPD	Conference of Radiation Control Program Directors
DHS	U.S. Department of Homeland Security
DRD	Direct-Reading Dosimeter
EAL	Emergency Action Level
ECCS	Emergency Core Cooling System
ECL	Emergency Classification Level
EOC	Emergency Operations Center
EOF	Emergency Operations Facility
EP	Emergency Preparedness
EPA	U.S. Environmental Protection Agency
EPZ	Emergency Planning Zone
ERDS	Emergency Response Data System
ERO	Emergency Response Organization
ESF	Emergency Support Function
ESP	Early Site Permit
ETE	Evacuation Time Estimate
FDA	U.S. Food and Drug Administration
FEMA	Federal Emergency Management Agency
FIOPs	Federal Interagency Operational Plans
FMT	Field Monitoring Team
FR	Federal Register
GE	General Emergency
HAB	Hostile Action-Based
HHS	U.S. Department of Health and Human Services
HSEEP	Homeland Security Exercise and Evaluation Program
HSPD-5	Homeland Security Presidential Directive 5
I&C	Instrumentation and Control
ICS	Incident Command System
IT	Information Technology

ITAAC	Inspections, Tests, Analyses, and Acceptance Criteria
JIC	Joint Information Center
JIS	Joint Information System
KI	Potassium Iodide
MOU	Memorandum of Understanding
NDRF	National Disaster Recovery Framework
NEI	Nuclear Energy Institute
NEMA	National Emergency Management Association
NIMS	National Incident Management System
NOUE	Notification of Unusual Event
NPP	Nuclear Power Plant
NPS	National Preparedness System
NRC	U.S. Nuclear Regulatory Commission
NRF	National Response Framework
NRIA	Nuclear/Radiological Incident Annex
OCA	Owner Controlled Area
OMB	Office of Management and Budget
ORO	Offsite Response Organization
OSC	Operations Support Center
PAD	Protective Action Decision
PAG	Protective Action Guide
PAR	Protective Action Recommendation
PKEMRA	Post-Katrina Emergency Management Reform Act
PPD-8	Presidential Policy Directive 8
PRD	Personal Radiation Detector
RAC	Regional Assistance Committee
REP	Radiological Emergency Preparedness
SAE	Site Area Emergency
SOARCA	State-of-the-Art Reactor Consequence Analyses
SRPC	Site Radiation Protection Coordinator
THIRA	Threat and Hazard Identification and Risk Assessment
TSC	Technical Support Center
UE	Unusual Event
USDA	U.S. Department of Agriculture

SECTION I: Introduction

A. BACKGROUND

NRC and FEMA staff prepared this joint document in support of the NRC's responsibilities under the Atomic Energy Act, as amended.¹

Following the March 1979 Three Mile Island accident, in a statement made on December 7, 1979, President Jimmy Carter announced the transfer of responsibility for offsite emergency activities to FEMA. FEMA received this assignment because of its responsibilities, outlined in Executive Order 12148 of July 20, 1979, to coordinate civil emergency planning, management, and assistance functions and to represent the President in working with state and local governments and the private sector to stimulate vigorous participation in the civil EP programs.² This assignment aligned with FEMA's statutory role in promoting, funding, coordinating, and providing technical assistance for disaster preparedness, as defined in Section 201 of the Disaster Relief Act of 1974.³ Accordingly, FEMA established its REP Program to manage its responsibility to review, evaluate, and approve offsite emergency planning and preparedness in areas around commercial NPPs. As emergency management evolved, additional authorities in the Stafford Act and the NPS have assisted FEMA in performing its radiological preparedness duties. The NRC retained responsibility for onsite activities and authority for making licensing decisions.

The NRC Authorization Act of 1980 (Public Law 96-295) directed the NRC to establish EP as a criterion for licensing commercial NPPs.⁴ Section 109 of Public Law 96-295 directed the NRC to establish through rulemaking (a) standards, developed in consultation with FEMA, for the evaluation of state and local government radiological emergency planning and preparedness and (b) a requirement that the NRC will issue operating licenses only if it determines that there is (i) a state or local emergency response plan compliant with the standards developed in consultation with FEMA or (ii) in absence of such a plan, a state, local, or utility emergency response plan that provides reasonable assurance that public health and safety is not endangered by the NPP's operation.⁵ The NRC revised its regulations in Part 50 of Title 10 of the CFR to incorporate additional EP requirements, including 16 planning standards for onsite and offsite emergency plans as required by Public Law 96-295. FEMA maintains the same 16 planning standards in its regulations in Part 350 of Title 44 of the CFR.

¹ Pub. L. No. 83-703

² Pursuant to DHS Delegation 9000.1, the DHS Secretary delegated to the FEMA Administrator the authority to perform the functions assigned to the Secretary of Homeland Security in Executive Order 12148, as revoked in part and amended by Section 1 of Executive Order 12673 and Section 52 of Executive Order 13286 of February 28, 2003, relating to FEMA.

³ 42 USC 5131, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, 102 Stat. 4689 (1988). This Act constitutes the statutory authority for most Federal disaster response activities, especially as they pertain to FEMA and FEMA programs.

⁴ Congress reenacted the provisions of section 109(a)(2) of Public Law 96-295 related to emergency planning in two subsequent laws: section 5 of Public Law 97-415 and section 108 of Public Law 98-553. These laws provided authorization of appropriations for the NRC for fiscal years 1982/1983 and 1984/1985, respectively. Although the laws have since expired, the basic terms of the emergency planning provisions of these laws are contained in both NRC and FEMA regulations.

⁵ Pub. L. No. 96-295, § 109 (b)(1)(A)-(B).

B. SCOPE

This document is one of many guidance documents used to ensure the preparedness of our nation. This guidance document focuses on preparedness for radiological incidents at NPPs that could impact public health and safety. The NRC and FEMA regard all of the planning standards identified within regulations as essential for adequate radiological emergency planning. The evaluation criteria in Section II address those elements and attributes of emergency plans and preparedness programs that are directly tied to meeting the planning standards in 10 CFR 50.47(b) and 44 CFR 350.5(a). The NRC and FEMA evaluate the adequacy of the emergency plans and preparedness programs based on these evaluation criteria.

If NRC and FEMA determine that all of the applicable evaluation criteria for a planning standard are met, then an emergency plan and preparedness program are considered adequate with regards to that planning standard. If any evaluation criteria for a particular planning standard are not met, then the licensee, applicant, or offsite response organization (ORO) needs to address the evaluation criteria, provide an acceptable alternative to the evaluation criteria, or justify why the evaluation criteria do not apply to its emergency plan and/or preparedness program.

This guidance describes, and makes available to the public, approaches that the NRC and FEMA consider acceptable for use in implementing specific parts of each of the agencies' regulations. The guidance is not a substitute for regulations, and compliance with it is recommended but not required.

Use of This Document

This document provides a common source of guidance for the following audiences:

1. NRC.
2. FEMA and other Federal agencies engaged in the review and approval of state, local, and tribal government planning and preparedness.
3. OROs and tribal governments.
4. NPP applicants and licensees.⁶
5. Licensee OROs.

Use by NRC

During regulatory discussions on plant-specific operational issues, the staff may discuss with licensees various actions consistent with staff positions in this document, as one acceptable means of meeting the underlying NRC regulatory requirement. However, unless the facility license requires use of this document, the staff may not represent to the licensee that the licensee's failure to comply with the positions in this document constitutes a violation.

The NRC staff does not intend to use the positions in this document in a manner that would constitute backfitting as that term is defined in 10 CFR 50.109(a)(1) and described in Management Directive 8.4, "Management of Backfitting, Forward Fitting, Issue Finality, and Information Requests," be inconsistent with any of the issue finality provisions in 10 CFR Part 52, or constitute forward fitting as that term is defined and described in Management Directive 8.4.

For new reactor applications, the NRC staff will use the revision of this document in place six months before the application docket date to conduct the staff's review, unless the applicant specifies and justifies a different revision to be used. Previous reviews, in progress or completed, for which a licensing decision has not yet been determined will continue to be based on the revision of this document utilized at the start of the review process, unless an applicant requests otherwise.

⁶ In this document, *licensees* refers to licensees of NPPs under 10 CFR Parts 50 and 52, and *applicants* refers to applicants for licenses for NPPs under 10 CFR Parts 50 and 52.

If a licensee believes that the NRC is either using this document or requesting or requiring the licensee to implement the approaches or processes in this document in a manner inconsistent with the discussion in this section, then the licensee may file a backfit appeal with the NRC in accordance with the guidance in NUREG-1409, “Backfitting Guidelines,” and NRC Management Directive 8.4.

Use by FEMA

FEMA, as well as other Federal agencies, such as those serving on the Regional Assistance Committee (RAC), use this guidance document to review and approve state, local, and tribal government radiological emergency plans.

Findings by FEMA, with regard to the adequacy of radiological emergency preparedness, will be related to the capability of the OROs to respond in a coordinated manner to emergencies at, or related to, particular NPPs. Periodic reviews by FEMA will verify the capability of OROs to implement various aspects of their emergency plans. This will include observation and evaluation of exercises and certain drills.

Use by OROs and Tribal Governments

For OROs participating in the REP Program, use of this guidance is recommended during the development and maintenance of radiological preparedness and emergency plans to protect public health and safety in the event of a radiological incident at an NPP.

For a tribal government participating in the REP Program, it is recommended that the tribal government enters into consultation with both the NRC and FEMA. In such situations where the tribal government decides to act as an independent entity, it would be appropriate to meet the evaluation criteria marked as applicable for tribal governments. This document does not obligate the tribal governments to use the evaluation criteria to build its emergency plans; however, the tribal governments are highly encouraged to consider the evaluation criteria. Tribal government agreements with states and local governments will dictate the

degree to which evaluation criteria will apply. Additional information for tribal governments can be found in Part F.

Use by NPP Applicants and Licensees

NPP applicants and licensees may voluntarily⁷ use the guidance in this document to demonstrate compliance with the underlying NRC regulations. For currently approved emergency plans based on NUREG-0654/FEMA-REP-1, Revision 1, changes to these plans using Revision 1 will continue to be evaluated by the NRC using Revision 1. Licensees may also use guidance based on Revision 2 to make emergency plan changes. Any changes based on Revision 2 so used by these licensees will be evaluated by the NRC under Revision 2. Licensees should indicate the revision of NUREG-0654/FEMA-REP-1 on which the changes are based. Applicants and licensees may seek approval of a new emergency plan based on Revision 1, Revision 2, or a combination of Revisions 1 and 2. The NRC will evaluate emergency plans submitted for initial approval using the revision(s) of NUREG-0654/FEMA-REP-1 upon which the plans are based and, once the plans are approved, will evaluate any future emergency plan changes using the revision(s) of NUREG-0654/FEMA-REP-1 upon which each change is based.

Methods or solutions that differ from those described in this document may be deemed acceptable if an applicant or licensee makes available sufficient bases and information for the NRC staff to evaluate whether the proposed alternative(s) meet the intent of the planning standards.

Licensees may use the information in this document for actions which do not require NRC review and approval. This would include, for example, changes to an emergency plan under 10 CFR 50.54(q) that do not require prior NRC review and approval. Licensees may use the information in this document or applicable parts to address regulatory issues.

Additional information for early site permit (ESP) applicants can be found in Part G.

⁷ In this section, *voluntarily* means that the licensee is seeking the action of its own accord, without the force of a legally binding requirement or an NRC representation of further licensing or enforcement action.

Use by Licensee OROs

For licensees fulfilling and/or conducting offsite EP roles and responsibilities that would traditionally be addressed by state, local, and/or tribal government organizations, it is recommended that the Licensee ORO address the evaluation criteria for any of the non-participating OROs within this document. FEMA will continue to evaluate the offsite portion of the planning standards regardless of whether the Licensee ORO or OROs are performing the offsite preparedness and response functions.

Document Hierarchy

This document is a joint NRC/FEMA guidance document. It contains the planning standards solely as a means of referencing the regulations and organizing the evaluation criteria. This document is considered the main source of joint guidance and does not describe regulatory requirements.

The evaluation criteria address overall emergency planning and preparedness capabilities, both onsite and offsite. Guidance for the level of detail that should be provided in emergency plans to describe these capabilities, and allow NRC and FEMA staff to determine whether the evaluation criteria

are met, is further detailed in the current edition of the FEMA REP Program Manual and various NRC guidance documents. Additional information regarding various means by which evaluation criteria may be addressed, such as examples of acceptable approaches, is also provided in the current edition of the FEMA REP Program Manual and various NRC guidance documents.

This document is aligned with NPS principles and planning concepts.

Alternative Approaches

Alternative approaches provide an opportunity for state, local, and tribal governments, applicants, and licensees to meet the planning standards in a manner that is different from what the evaluation criteria recommend within this guidance document. While an alternate approach does not relax the requirements of the planning standards, it provides an opportunity to propose an alternative method for meeting the intent of the planning standards. The specific process for submitting proposed alternative approaches for approval is further explained within the current edition of the FEMA REP Program Manual and various NRC guidance documents.

C. PLANNING BASIS

Background

The 1978 NRC/Environmental Protection Agency (EPA) Task Force on Emergency Planning report, “Planning Basis for the Development of State and Local Government Radiological Emergency Response Plans in Support of Light Water Nuclear Power Plants (NUREG-0396), EPA 520/1-78-016,” (herein referred to as NUREG-0396) provides “...a basis for Federal, State and local government emergency preparedness organizations to determine the appropriate degree of emergency response planning efforts in the environs of nuclear power plants.” The NRC’s policy statement of October 23, 1979 (44 Federal Register [FR] 61123) incorporated NUREG-0396 guidance into EP regulations and guidance documents.

The primary objective of radiological emergency planning is to provide dose savings for a spectrum of radiological incidents that have the potential to produce offsite doses in excess of the current Federal protective action guides (PAGs).

NUREG-0396 established two predominant exposure pathways. They are the:

- a. Plume exposure pathway – The principal exposure sources from this pathway are:
 - (a) whole body external exposure to gamma radiation from the plume and from deposited material; and
 - (b) inhalation exposure from the passing radioactive plume. The duration of the release leading to potential exposure could range from 30 minutes to days. For the plume exposure pathway, shelter and/or evacuation would likely be the principal immediate protective action recommended for the general public. Administration of a radioprotective drug may also be considered. The ability to best reduce potential exposure under the specific conditions during the course of a radiological incident should determine the appropriate response.
- b. Ingestion exposure pathway – The principal exposure from this pathway would be from ingestion of contaminated water or foods such as milk, fresh vegetables, or aquatic foodstuffs. The duration of potential exposure could range

from hours to months or years. For the ingestion exposure pathway, the planning effort involves the identification of major exposure pathways from contaminated food and water and the associated control and interdiction points and methods. The ingestion pathway exposures in general would represent a longer-term concern, although some early protective actions to minimize subsequent contamination of milk or other supplies should be initiated.

In addition to the NRC and FEMA, other federal agencies provide guidance for these two exposure pathways. These agencies include, but are not limited to, the EPA, the Department of Health and Human Services (HHS) and its agencies (e.g., the Food and Drug Administration (FDA)), and the U.S. Department of Agriculture (USDA).

Emergency Planning Zones

EPZs are areas for which emergency planning is needed to assure prompt and effective actions can be taken to protect the public in the event of a radiological incident. The EPZs associated with each NPP must be defined both for the shorter-term plume exposure pathway and the longer-term ingestion exposure pathway. Plans for addressing radiological incidents are applied by the response organizations in these zones, as applicable. The choice of the size of the EPZs represents a judgment on the extent of the detailed planning that must be performed to ensure an adequate response base. During a particular radiological incident, protective actions may be restricted to only a portion of the EPZ, while the worst possible radiological incidents may necessitate response activities and protective actions be taken outside the EPZs.

The EPA Policy Statement, “Planning Basis for Emergency Responses to Nuclear Power Reactor Accidents,” 45 FR 2893, states that “The EPZ for airborne exposure has a radius of about 10 miles; the EPZ for contaminated food has a radius of about 50 miles. Predetermined protective action plans are needed for the EPZs. The exact size and shape of each EPZ will be decided by emergency planning officials after they consider the specific conditions at

each site.” This concept is reflected in current NRC and FEMA EP policies, regulations, and guidance.

The size of the plume exposure pathway EPZ was based primarily on the following considerations:

- a. Projected doses from the traditional design basis accidents would not exceed Federal PAG levels outside the EPZ.
- b. Projected doses from most core melt sequences would not exceed Federal PAG levels outside the EPZ.
- c. For the worst core melt sequences, immediate life threatening doses would generally not occur outside the EPZ.
- d. Detailed planning within 10 miles would provide a substantial base for expansion of response efforts in the event that this proved necessary.

The NRC/EPA Task Force on Emergency Planning concluded that it would be unlikely that any protective actions for the plume exposure pathway would be required beyond the plume exposure pathway EPZ. Also, the plume exposure pathway EPZ is of sufficient size for actions within this zone to provide substantial reduction in severe, early-stage health effects in the event of a complete core melt.

The size of the ingestion exposure pathway EPZ was based on the following considerations:

- a. The downwind range within which contamination will generally not exceed the Federal PAGs is limited to about 50 miles from an NPP because of wind shifts during the release and travel periods.
- b. There may be conversion of atmospheric iodine to chemical forms which do not readily enter the ingestion pathway.
- c. Much of any particulate material in a radioactive plume would have been deposited on the ground within about 50 miles from the NPP.
- d. The likelihood of exceeding ingestion exposure pathway PAG levels at 50 miles is comparable to the likelihood of exceeding plume exposure pathway PAG levels at 10 miles.

Time Factors Associated with Releases

The range of times between the onset of radiological incident conditions and the start of a radiological release could be on the order of less than an hour to several hours. Radioactive material may be expected to be released for as little as several minutes for a short-term release up to a few days for a continuous release. These timing estimates have been factored into the basis for the emergency declaration and alert and notification capabilities described in Section II. The EP planning basis also requires appropriate mobilization and augmentation of both onsite and offsite resources to address a variety of potential events.

Radiological Characteristics of Releases

Planners will need information on the characteristics of potential radiological releases in order to specify the characteristics of monitoring instrumentation, develop dose projections, and identify critical exposure modes.

For atmospheric releases from NPPs, three exposure modes have been identified. The three exposure modes are: (a) whole body (bone marrow) exposure from external gamma radiation and from ingestion of radioactive material; (b) thyroid exposure from inhalation or ingestion of radioiodines; and (c) exposure of other organs from inhalation or ingestion of radioactive materials.

Radioactive materials produced in the operation of NPPs include fission products, transuranics, and activation products generated by neutron exposure of the structural and other materials within and immediately around the reactor core. The fission products consist of a very large number of different kinds of nuclides, almost all of which are initially radioactive. The amounts of these fission products and their potential for escape from their normal places of confinement represent the dominant potential for consequences to the public. Radioactive fission products exist in a variety of physical and chemical forms of varied volatility. Virtually all activation products and transuranic elements exist as non-volatile solids. The characteristics of these materials show quite clearly that the potential for releases to the environment decreases dramatically in this order: (a) gaseous materials,

(b) volatile solids, and (c) non-volatile solids. For this reason, guidance for source terms representing a hypothetical fission product release from an NPP emphasizes the development of plans relating to the release of noble gases and/or volatiles. However, consideration of particulate materials, should not be completely neglected. For example, the capability to determine the presence or absence of particulate radionuclides will be needed to identify requirements for additional resources.

Continuing Assessment of the Planning Basis for Radiological Emergency Preparedness

Accident phenomena and offsite consequences of severe reactor incidents have been the subject of considerable research over the last several decades resulting in more detailed, integrated,

and realistic studies. The NRC State-of-the-Art Reactor Consequence Analyses (SOARCA) research developed best estimates of the offsite radiological health consequences for potential severe reactor incidents. By applying modern analytic tools and techniques, the SOARCA project evaluated NPP improvements and changes not reflected in earlier studies, including improvements in training, emergency procedures, mitigation efforts, offsite emergency response, and security-related improvements. The SOARCA analyses show that EP programs, implemented as planned and practiced, reduce the risk of health consequences among the public during a severe reactor incident.

D. COORDINATED GOVERNMENT EMERGENCY PLANNING

The concept of radiological emergency planning emphasizes a coordinated response process involving several levels of government – Federal, state, local, and tribal – located (wholly or partially) within the plume and/or ingestion exposure pathway EPZs. For the purposes of this document, it is not necessary to outline the varied governmental and jurisdictional structures that exist throughout the United States, nor is it necessary to describe in detail the varied emergency planning and preparedness mechanisms that can be developed among these governmental entities.

Integrated Guidance and Criteria

NRC and FEMA have created and integrated guidance in this document intended for use by state, local, and tribal governments, applicants/licensees, and licensee OROs to guide their integrated radiological emergency planning activities. An integrated approach to the development of radiological emergency plans is the most effective way to protect the health and safety of the public. NRC and FEMA recognize that applicants/licensees and state, local, and tribal government emergency

plans should not be developed independently. If a radiological incident occurs, the public is best protected when efforts by all response organizations are fully integrated. Each organization involved must have a clear understanding of the role it will play in the response to a radiological incident, and the associated level of preparedness to build and sustain. This understanding is best achieved through integrated plan development and evaluation. Each organization must have a clear recognition of its portion of the overall shared responsibility for safeguarding public health and safety. This integrated guidance also allows each organization to understand the capabilities, responsibilities, and obligations of the other organizations.

This integrated guidance provides staff the basis to conduct a thorough review and analysis of each organization's plan and to understand the relationship of all plans in the integrated effort.

Additional information regarding integrating and synchronizing efforts across various levels of government can be found in CPG 101, "Developing and Maintaining Emergency Operations Plans."

E. FORM AND CONTENT OF PLANS

This guidance does not specify a format for emergency plans, but it is important that the evaluation criteria are addressed fully and clearly, as outlined in Section II of this document. The plans should address what is to be done in an emergency, how and when it is to be done, and by whom.

The NPS contains a number of concepts that may assist applicants/licensees and state, local, and tribal government agencies with their planning. CPG 101 provides guidance for developing emergency plans and promotes understanding of risk-informed planning and preparedness. CPG 201, “Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Guide,” provides communities with additional guidance for conducting a risk assessment and presents the basic steps of the process. Together, these two CPGs provide a risk-informed basis for the offsite planning effort, as well as encourage the engagement of the whole community to address risks that might impact a jurisdiction and allow, when applicable, for the radiological emergency plan to be integrated with all-hazards plans.

The Nuclear/Radiological Incident Annex (NRIA) to the Response and Recovery Federal Interagency Operational Plans (FIOPs) identifies the Federal response capability inventory, which includes nuclear/radiological-specific assets, resources, and teams that may be available for OROs. OROs are encouraged to incorporate Federal assets that may be used in state, local, and tribal government emergency plans. Details of Federal roles, responsibilities, and assets are provided in the National Planning Frameworks and the FIOPs, as well as individual agency plans and manuals.

NPP licensees have a primary responsibility for planning and implementing emergency response measures within owner controlled areas (OCAs). These emergency response measures include mitigative actions at the NPP site and protective measures and aid for individuals within the OCA.

In the long-term, licensees and OROs are responsible for recovery from any radiological incident and return to affected areas. Emergency plans should identify the organizations responsible for recovery actions, which would include a combination of Federal and private entities.

F. TRIBAL GOVERNMENTS

A historic relationship exists between the Federal Government and tribal governments. FEMA acknowledges the inherent sovereignty of Indian and Alaska Native tribal governments. Indian and Alaska Native tribal governments are not political subdivisions of states, but are recognized by the United States as distinct sovereign entities. Each tribal government establishes its own priorities and goals for the welfare of its membership. FEMA encourages cooperation and partnership between and among Federal, state, local, and tribal governments and public and private entities.⁸

NRC interaction with tribal governments is addressed in 10 CFR 61.71, “State and Tribal government consultation,” which states: “Upon request of a State or tribal governing body, the Director shall make available Commission staff to discuss with representatives of the State or tribal governing body information submitted by the applicant, applicable Commission regulations, licensing procedures, potential schedules, and the type and scope of State activities in the license review permitted by law. In addition, staff shall be made available to consult and cooperate with the State or tribal governing body in developing proposals for participation in the license review.”

⁸ See Executive Order 13175 of November 6, 2000, Consultation and Coordination with Indian Tribal Governments (65 Fed. Reg. 67249, Nov. 9, 2000); Presidential Memorandum on Tribal Consultation of November 5, 2009 (74 Fed. Reg. 57881, Nov. 9, 2009); FEMA Tribal Policy (December 27, 2016); and FEMA Tribal Consultation Policy (July 3, 2019).

G. CRITERIA FOR EMERGENCY PLANNING IN AN EARLY SITE PERMIT APPLICATION

Emergency Planning Provisions of the Rule

The NRC promulgated 10 CFR Part 52 to govern the issuance of ESPs, standard design certifications, combined licenses (COLs), standard design approvals, and manufacturing licenses for NPPs. Part A of the rule sets out the requirements and procedures applicable to NRC issuance of ESPs for approval of a site or sites for one or more NPPs separate from the filing of an application for a construction permit or COL for such a facility. Subpart A includes provisions for addressing emergency planning issues before any construction permit or COL proceeding.

After meeting the mandatory requirement of 10 CFR 52.17(b)(1), the applicant may also exercise one of the two following options:

- **Option 1:** Propose major features of the emergency plans, such as the exact sizes of the EPZs, for review and approval by NRC, in consultation with FEMA,⁹ in the absence of complete and integrated emergency plans. Major features are defined in 10 CFR 52.1(a).
- **Option 2:** Propose complete and integrated plans for review and approval by the NRC, in consultation with FEMA,¹⁰ in accordance with the applicable provisions of 10 CFR 50.47 or propose acceptable alternatives meeting the intent of the planning standards.

For the mandatory requirement and Option 1, the application must include a description of contacts and arrangements made with Federal, state, local, and tribal governmental agencies with emergency planning responsibilities. Under Option 2, the applicant shall make good faith efforts to obtain certifications from the same government agencies that: (1) the proposed emergency plans are practicable; (2) these agencies are committed to participating in any further development of the

plans, including any required field demonstrations; and (3) that these agencies are committed to executing their responsibilities under the plans in the event of an emergency. The application must contain any certifications that have been obtained. If these contracts, arrangements, or certifications cannot be obtained, the application must contain information, including a utility plan as specified in 10 CFR 50.47(c)(1), sufficient to show that the proposed plans provide reasonable assurance that adequate protective measures will be taken in the event of a radiological emergency at the NPP site.

Subpart B of 10 CFR Part 52 addresses the requirements and procedures applicable to standard design certifications. Emergency planning requirements under Subpart B are limited primarily to the specification of an onsite Technical Support Center (TSC) and an onsite Operations Support Center (OSC) within the design bases of the standard NPP design. Subpart C of the rule addresses the requirements and procedures applicable to the issuance of a COL for an NPP. Under Subpart C, the application must contain emergency plans that meet the emergency planning standards of 10 CFR 50.47, as well as the requirements of Appendix E to 10 CFR Part 50. The application may also propose acceptable alternatives meeting the intent of the planning standards, and thus provide reasonable assurance that adequate protective measures can and will be taken in the event of a radiological emergency at the NPP site. If the application for a COL references an ESP, the application may incorporate by reference emergency plans, or major features of emergency plans, approved in conjunction with the issuance of the permit.

Identification of Physical Characteristics

The ESP application must identify physical characteristics unique to the proposed NPP site, such as egress limitations from the area surrounding the site that could pose a significant impediment

⁹ Assessments of offsite plans may be based on the state and local and/or tribal government plans submitted to FEMA under 44 CFR Part 350.

¹⁰ Ibid.

to the development of emergency plans. An ESP applicant may identify such unique physical characteristics by performing a preliminary analysis of the time required to evacuate various sectors and distances within the plume exposure pathway EPZ for transient and permanent populations, noting major impediments to the evacuation or other protective actions.

The evacuation time estimate (ETE) analysis is an emergency planning tool that can be used to assess, in an organized and systematic fashion, the feasibility of developing emergency plans for an NPP site. The process for developing an ETE analysis, including specific guidance for ESP and COL applicants, is provided in NUREG/CR-7002, “Criteria for Development of Evacuation Time Estimate Studies.” Such an ETE analysis serves to demonstrate if any physical characteristics or combination of physical characteristics of the site, egress limitations in particular, could pose impediments to the development of emergency plans. It is important to note that the value of the ETE analysis is in the methodology required to perform the analysis rather than in the calculated ETE times. While lower ETEs may reflect favorable site characteristics from an emergency planning standpoint, there is no minimum required evacuation time in the regulations that a licensee or an applicant has to meet. Accordingly, the ETE analysis should not focus on the numerical time estimates, but on the site factors that are considered to be impediments to emergency planning and preparedness. Any major difficulties for an evacuation or the taking of other protective actions, such as sheltering in the plume exposure pathway EPZ, should be discussed.

Major Features of Emergency Plans

Emergency Planning Zones (EPZs)

An ESP applicant that chooses the option of proposing major features of the emergency plans (i.e., applicant, state, local, and tribal government plans) should give special emphasis to the exact sizes of the EPZs. The exact size and configuration of the EPZs surrounding a particular NPP should be determined in relation to local emergency response needs and capabilities as they are affected by such conditions as demography, topography, land characteristics, access routes, and

jurisdictional boundaries [10 CFR 50.47(c)(2)]. Plume exposure pathway EPZ boundaries that run through the middle of schools or hospitals, or that arbitrarily carve out small portions of governmental jurisdictions should be avoided [CLI 89-12, 26 NRC 383 (1987)].

Planning Standards and Evaluation Criteria

An ESP application that includes major features of emergency plans will be evaluated against the emergency planning standards and evaluation criteria in Section II of this document. The evaluation criteria for each of the planning standards should be fully addressed. If the applicant cannot or chooses not to address any of the evaluation criteria associated with a particular planning standard, the resolution of those evaluation criteria should be addressed in the ESP application (e.g., stating that the missing evaluation criteria will be addressed at the COL application stage). While the regulations do not address the use of inspections, tests, analyses, and acceptance criteria (ITAAC) for emergency planning for the ESP major features option, the inclusion of a limited set of EP ITAAC in the application, associated with evaluation criteria that are not addressed, is not prohibited. The guidance in NUREG-0800, “Standard Review Plan for the Review of Safety Analysis Reports for Nuclear Power Plants: LWR Edition,” Section 14.3.10, including generic EP ITAAC Table 14.3.10-1, may be used by the applicant to identify a limited set of possible EP ITAAC that may be appropriate for an ESP major features application.

Complete and Integrated Plans

An ESP application that includes complete and integrated emergency plans will be evaluated against the emergency planning standards and evaluation criteria in Section II of this document. The application must also include any proposed EP ITAAC information required under 10 CFR 52.17(b) (3). The guidance in NUREG-0800, Section 14.3.10, including generic EP ITAAC Table 14.3.10-1, may be used by the applicant to identify a set of possible EP ITAAC that may be appropriate for an ESP complete and integrated emergency plan application.

SECTION II: Planning Standards and Evaluation Criteria

INTRODUCTION

Section II of NUREG-0654/FEMA-REP-1 contains evaluation criteria for each planning standard of 10 CFR 50.47(b) and 44 CFR 350.5(a) that provide specific guidance for developing radiological emergency plans. The colored boxes to the left of each evaluation criterion's text indicate applicability, which has been divided into four categories that represent (1) NRC applicants/licensees and organizations at the (2) state, (3) local, and (4) tribal government levels. When a box is colored in and labeled, it indicates that the corresponding evaluation criterion may be applicable to organizations in that category. Although a category box may be highlighted for a certain evaluation criterion, there can be exceptions or variations to the actual implementation within emergency plans. This may mean that not all evaluation criteria marked for "State" responsibility will be addressed within the state's emergency plan. This is particularly true for jurisdictions within home rule states, where some evaluation criteria may be more appropriately addressed in a local jurisdiction's plan. Users of this document may reference the more specific guidance found in the current edition of the FEMA REP Program Manual and various NRC guidance documents listed in Section III: Resources for further details and clarification.

A: ASSIGNMENT OF RESPONSIBILITY

Primary responsibilities for emergency response by the nuclear facility licensee and by State and local organizations within the EPZs have been assigned, the emergency responsibilities of the various supporting organization have been specifically established, and each principal response organization has staff to respond and to augment its initial response on a continuous basis.

Regulatory References: 10 CFR 50.47(b)(1); 44 CFR 350.5(a)(1)

Number & Applicability	Evaluation Criteria				
A.1 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The Federal, state, local, and tribal governments, licensee, and other private sector organizations that comprise the overall response for the EPZs are identified.
Licensee	State				
Local	Tribal				
A.1.a <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The organizations having an operational role specify their concept of operations and relationship to the total effort.
Licensee	State				
Local	Tribal				
A.1.b <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Each organization's emergency plan illustrates these interrelationships in a block diagram.
Licensee	State				
Local	Tribal				
A.1.c <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Each organization identifies the individual, by title/position, who will be in charge of the emergency response.
Licensee	State				
Local	Tribal				
A.2 <table border="1"> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	References to the applicable acts, codes, or statutes that provide the legal basis for emergency response-related authorities, including those that delegate responsibility and authority to state, local, and tribal governments are included. Each emergency plan indicates who may declare a "State of Emergency" and the powers that ensue.
	State				
Local	Tribal				
A.3 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Each organization specifies the key individual(s), by title/position, responsible for the following functions, as applicable to that organization: command and control, alert and notification, communications, public information, accident assessment, public health and sanitation, social services, fire and rescue, traffic control, emergency medical services, law enforcement, transportation, protective response (including authority to request Federal assistance and to initiate other protective actions), and radiological exposure control.
Licensee	State				
Local	Tribal				
A.4 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Written agreements with the support organizations having an emergency response role within the EPZs are referenced. The agreements describe the concept of operations, emergency response measures to be provided, mutually acceptable criteria for their implementation, and arrangements for exchange of information.
Licensee	State				
Local	Tribal				
A.5 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Each principal response organization is capable of continuous operations for a protracted period. The principal response organization specifies the individual, by title/position, who is responsible for ensuring continuity of resources (technical, administrative, and material).
Licensee	State				
Local	Tribal				

B: EMERGENCY RESPONSE ORGANIZATION

On-shift facility licensee responsibilities for emergency response are unambiguously defined, adequate staffing to provide initial facility accident response in key functional areas is maintained at all times, timely augmentation of response capabilities is available, and the interfaces among various onsite response activities and offsite support and response activities are specified.

Regulatory References: 10 CFR 50.47(b)(2); 44 CFR 350.5(a)(2); 10 CFR Part 50, Appendix E, Sec. IV.A

Number & Applicability	Evaluation Criteria				
B.1 <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				The emergency plan specifies how the requirements of 10 CFR 50.47(b)(2) and the applicable sections of Appendix E to 10 CFR Part 50 are met.
Licensee					
B.1.a <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				The site-specific emergency response organization (ERO) is developed. Note that while other site programs, such as operations, fire response, rescue and first aid, and security, may be controlled via other licensing documents, it is only when these personnel are assigned EP functions that they become part of this regulatory standard. Consideration is given to ensure that EP functions are not assigned to individuals who may have difficulties performing their EP function(s) simultaneously with their other assigned (non-EP) duties. Appendix E to 10 CFR Part 50 requires licensees to perform an on-shift staffing analysis to ensure on-shift staff can support the EP functions assigned, as well as other assigned duties.
Licensee					
B.2 <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				An individual is designated as the on-shift emergency coordinator (individual title may vary) who has the authority and responsibility to immediately and unilaterally initiate any emergency response measures, including approving protective action recommendations (PARs) to be disseminated to authorities responsible for implementing offsite emergency response measures.
Licensee					
B.2.a <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				The functional responsibilities assigned to the ERO are established and the responsibilities that may not be delegated to other members of the ERO are clearly specified in the emergency plan.
Licensee					
B.3 <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				A table is developed depicting the site-specific on-shift staffing plan, as well as the ERO staffing augmentation plan. Table B-1, "Emergency Response Organization (ERO) Staffing and Augmentation Plan," provides a model for licensees to consider.
Licensee					
B.4 <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				The interfaces between and among the licensee functional areas of emergency activity, local services support, and state, local, and tribal government organizations are identified. The information includes all licensee emergency response facilities. A block diagram is preferred for ease of use, but not required.
Licensee					
B.5 <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				The external organizations, including contractors, that may be requested to provide technical assistance to and augmentation of the ERO, as applicable, are specified.
Licensee					

Table B-1: Emergency Response Organization (ERO) Staffing and Augmentation Plan**NOTES**

- i. The minimum number of personnel assigned EP functions for on-shift and augmented response (henceforth called the ERO staffing plan) is dependent on specific licensee requirements and is as approved by the NRC for the site-specific emergency plan. Augmented response provides (1) relief to the on-shift staff of EP functions (if necessary) and (2) provides support staff for effective emergency plan implementation.
- ii. This table lists the EP functions needed to implement the typical emergency plan. It is intended to provide a model for applicants and licensees to consider in the development of their site-specific emergency plan. The minimum ERO staffing plan of a specific licensee should be described.
- iii. The minimum ERO staffing plan is that which is required to effectively implement the site-specific emergency plan (i.e., the emergency plan cannot be effectively implemented without this staff). The emergency plan should only describe the minimum ERO staffing plan, while supporting implementing procedures can describe any additional staff response desired by the licensee, as this additional staff is not critical to effective emergency plan implementation. The augmentation times listed are intended to provide a model for applicants and licensees to consider in the development of their site-specific emergency plan.
- iv. The titles of the positions are as defined in the site-specific emergency plan.
- v. The locations of these positions are intended to provide a model for applicants and licensees to consider in the development of their site-specific emergency plan. Licensees may choose to have these positions, or functions, at other facilities and/or activated at different emergency classification levels (ECLs).
- vi. Many of these EP functions may be assigned as collateral duties; however, the licensee is required to evaluate if the addition of collateral duties would preclude the performance of EP functions regardless of the other (non-EP) duties assigned to an individual responder.
- vii. The development of an ERO staffing plan should use a performance-based approach to the degree practicable. The licensee will need to demonstrate that the listed EP functions are constantly maintained. Once developed, and approved by the NRC, changes to the minimum ERO staffing plan are evaluated and controlled in accordance with 10 CFR 50.54(q).
- viii. The number of operations staff, security force staff, or fire brigade staff on-shift is controlled by the site-specific Technical Specifications or other licensing documents.

Emergency Preparedness (EP) Functions	On-Shift	Technical Support Center (TSC)/Operations Support Center (OSC)		Emergency Operations Facility (EOF)/ Joint Information Center (JIC)/ Joint Information System (JIS)
		Alert or Greater Augment w/in 60 min. ^{1, 2}	Alert or Greater Augment w/in 90 min. ^{1, 2}	Site Area Emergency (SAE) or Greater Augment w/in 60 min. ³
Command and Control • Provide overall ERO command and control, until relieved. • Approve emergency action level (EAL) and/or PAR classifications, until relieved. • Authorize personnel dose extensions, until relieved.	Operations Shift Manager	(1) Emergency Coordinator	Not applicable	(1) Emergency Director
Communications • Communicate EAL and PAR classifications to OROs, including the NRC, until relieved.	Communicator ¹	(2) Communicators (TSC) <i>One communicator for the NRC and one communicator for OROs.</i>	As needed. <i>One communicator staffed for NRC communications if needed.</i>	(1) Communicator
Radiation Protection • Provide qualified radiation protection coverage for responders accessing potentially unknown radiological environments during emergency conditions. • Provide in-plant surveys. • Control dosimetry and radiologically controlled area access.	Radiation Protection Personnel ⁴	(3) Additional Radiation Protection Technicians <i>[In addition to personnel on-shift]</i> (OSC)	(3) Additional Radiation Protection Technicians <i>[In addition to personnel on-shift and those responding within 60 min.]</i> (OSC)	Not applicable

Emergency Preparedness (EP) Functions	On-Shift	Technical Support Center (TSC)/Operations Support Center (OSC)		Emergency Operations Facility (EOF)/ Joint Information Center (JIC)/ Joint Information System (JIS)
		Alert or Greater Augment w/in 60 min. ^{1,2}	Alert or Greater Augment w/in 90 min. ^{1,2}	Site Area Emergency (SAE) or Greater Augment w/in 60 min. ³
Supervision of Radiation Protection Staff and Site Radiation Protection - Evaluate and assess plant and offsite radiological data in the development of onsite protective actions and offsite PARs, until relieved. - Recommend onsite protective actions and offsite PARs to the applicable decision-maker, until relieved. - Direct all radiation protection activities, including field monitoring team (FMT) direction, until relieved. - Provide relevant information to applicable communicators who are communicating offsite PARs to OROs, until relieved.	Operations Shift Manager	(1) Site Radiation Protection Coordinator (SRPC) (TSC)	Not applicable	(1) Radiation Protection Manager (EOF)
Dose Assessments/ Projections Perform dose assessments/projections and provide input to applicable PAR decision-maker, until relieved.	Dose Assessment/ Projection Staff ¹	(1) Dose Assessment/ Projection Staff (TSC)	Not applicable	(1) Dose Assessment/ Projection Staff (EOF)

Emergency Preparedness (EP) Functions	On-Shift	Technical Support Center (TSC)/Operations Support Center (OSC)		Emergency Operations Facility (EOF)/ Joint Information Center (JIC)/ Joint Information System (JIS)
		Alert or Greater Augment w/in 60 min. ^{1, 2}	Alert or Greater Augment w/in 90 min. ^{1, 2}	Site Area Emergency (SAE) or Greater Augment w/in 60 min. ³
Emergency Classifications Evaluate plant conditions and recommend emergency classifications, until relieved.	Emergency Classification Advisor ¹	(1) Emergency Classification Advisor (TSC) <i>Licenses should consider having a liaison between Operations (Control Room) and the TSC to perform this function.</i>	Not applicable	Not applicable
Engineering Provide engineering coverage related to the specific discipline of the assigned engineer, until relieved.	Core/Thermal Hydraulics Engineer¹ Evaluate reactor conditions.	TSC Engineering Staff (1) Electrical/ Instrumentation and Control (I&C): Provide engineering coverage for the ERO related to electrical or I&C equipment. (1) Mechanical: Provide engineering coverage for the ERO related to mechanical equipment. (1) Core/Thermal Hydraulics: Evaluate reactor conditions.	As needed	Not applicable

Emergency Preparedness (EP) Functions	On-Shift	Technical Support Center (TSC)/Operations Support Center (OSC)		Emergency Operations Facility (EOF)/ Joint Information Center (JIC)/ Joint Information System (JIS)
		Alert or Greater Augment w/in 60 min. ^{1, 2}	Alert or Greater Augment w/in 90 min. ^{1, 2}	Site Area Emergency (SAE) or Greater Augment w/in 60 min. ³
Security	Security staffing per the site-specific security plan.	(1) Security Liaison (TSC) Coordinate security-related activities and information with the Emergency Coordinator.	Not applicable	Not applicable
Repair Team Activities	Not applicable	Maintenance Personnel (OSC) (1 electrician, 1 mechanic) (1) Electrician: Provide electrical support for emergency core cooling system (ECCS) equipment, event mitigation, and equipment repair. (1) Mechanic: Provide mechanical support for ECCS equipment, event mitigation, and equipment repair.	Maintenance Personnel (OSC) (1) I&C Technician: Provide assistance with logic manipulation, support for event mitigation and equipment repair, and support of digital I&C if applicable. Additional I&C staff may be called out if needed. - Electricians – As needed. - Mechanics – As needed.	Not applicable

Emergency Preparedness (EP) Functions	On-Shift	Technical Support Center (TSC)/Operations Support Center (OSC)		Emergency Operations Facility (EOF)/ Joint Information Center (JIC)/ Joint Information System (JIS)
		Alert or Greater Augment w/in 60 min. ^{1, 2}	Alert or Greater Augment w/in 90 min. ^{1, 2}	Site Area Emergency (SAE) or Greater Augment w/in 60 min. ³
Supervision of Repair Team Activities	Not applicable	(1) Lead OSC Supervisor Supervise OSC activities as directed by the Emergency Coordinator.	OSC Supervisors (1) Electrical: Supervise OSC activities related to electrical equipment. (1) Mechanical: Supervise OSC activities related to mechanical equipment. (1) I&C: Supervise OSC activities related to I&C equipment. May be combined with Electrical Supervisor. (1) Radiation Protection: Supervise OSC activities related to radiation protection.	Not applicable

Emergency Preparedness (EP) Functions	On-Shift	Technical Support Center (TSC)/Operations Support Center (OSC)		Emergency Operations Facility (EOF)/ Joint Information Center (JIC)/ Joint Information System (JIS)
		Alert or Greater Augment w/in 60 min. ^{1, 2}	Alert or Greater Augment w/in 90 min. ^{1, 2}	Site Area Emergency (SAE) or Greater Augment w/in 60 min. ³
Field Monitoring Teams (FMTs)	Not applicable	Onsite FMT (1) Qualified individual to assess the protected area for radiation and contamination and provide input to the SRPC. Responsible for radiation protection coverage for the FMT as directed by SRPC (TSC) or Radiation Protection Manager (EOF). (1) Driver to provide transportation. Offsite FMT A (1) Qualified individual to assess the area(s) outside the protected area for radiation and contamination, and for radioactive plume tracking, as directed by, and under the control of, the SRPC (TSC) or Radiation Protection Manager (EOF). Responsible for the radiation protection coverage of the FMT as directed by SRPC (TSC) or Radiation Protection Manager (EOF). (1) Driver to provide transportation.	Offsite FMT B (1) Qualified individual to assess the area(s) outside the protected area for radiation and contamination, and for radioactive plume tracking, as directed by, and under the control of, the SRPC (TSC) or Radiation Protection Manager (EOF). Responsible for the radiation protection coverage of the FMT as directed by SRPC (TSC) or Radiation Protection Manager (EOF). (1) Driver to provide transportation.	Not applicable

Emergency Preparedness (EP) Functions	On-Shift	Technical Support Center (TSC)/Operations Support Center (OSC)		Emergency Operations Facility (EOF)/ Joint Information Center (JIC)/ Joint Information System (JIS)
		Alert or Greater Augment w/in 60 min. ^{1, 2}	Alert or Greater Augment w/in 90 min. ^{1, 2}	Site Area Emergency (SAE) or Greater Augment w/in 60 min. ³
Media Information Manage and coordinate media information related to the event.	Not applicable	JIC/JIS staff to address media inquiries. ⁵	Not applicable	Staff to perform JIC/JIS-related tasks.
Information Technology (IT)⁶ If emergency plan functions rely on computer-based equipment, provide IT support.	Not applicable	Not applicable	(1) IT Lead (TSC)¹ Qualified individual to ensure IT equipment is operable.	(1) IT Lead (EOF/JIC/JIS)¹ Qualified individual to ensure IT equipment is operable.

¹ Other personnel may be assigned this function if no collateral duties are assigned to an individual that are beyond the capability of that individual to perform at any given time. A 10 CFR Part 50, Appendix E on-shift staffing analysis must be performed to support assignment of multiple roles to individual responders on-shift. For augmented ERO positions, a performance-based approach is acceptable for evaluating whether augmented personnel can adequately perform collateral functions without having competing priorities.

² Specified TSC/OSC personnel should be capable of performing their required functions within 60 (90) minutes of an Alert or higher EAL classification. Emergency response facility activation timing is not the concern; it is whether the facility staff is performing the stated function(s) within the time specified.

³ Specified EOF/JIC/JIS personnel should be capable of performing their required functions within 60 minutes of an SAE or higher EAL classification. Emergency response facility activation timing is not the concern; it is whether the facility staff is performing the stated function(s) within the time specified. Note: For JIC/JIS, licensees should use whatever term is used for the media support function/program/ location as applicable.

⁴ Two qualified radiation protection personnel for a single unit site or one per unit for a multi-unit site.

⁵ Does not need to be performed in the TSC/OSC, but needs to be established at this point.

⁶ IT staff is only required to be described in the emergency plan if critical digital assets are identified per 10 CFR 73.54.

C: EMERGENCY RESPONSE SUPPORT AND RESOURCES

Arrangements for requesting and effectively using assistance resources have been made, arrangements to accommodate State and local staff at the licensee's EOF have been made, and other organizations capable of augmenting the planned response have been identified.

Regulatory References: 10 CFR 50.47(b)(3); 44 CFR 350.5(a)(3); 10 CFR Part 50, Appendix E, Sec. IV.A and E

Number & Applicability	Evaluation Criteria				
C.1 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Emergency response support and resources provided to the licensee's EOF, as agreed upon, are described.
Licensee	State				
Local	Tribal				
C.2 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Provisions made for additional emergency response support and resources are described and include the following:
Licensee	State				
Local	Tribal				
C.2.a <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The individual(s), by title/position, authorized to request emergency response support and resources from responding organizations.
Licensee	State				
Local	Tribal				
C.2.b <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	(1) Each organization from which emergency response support and/or resources may be requested, (2) the circumstance(s) in which the emergency response support and/or resources would be required, (3) the process for requesting needed emergency response support and/or resources, (4) categories of capabilities and/or resources expected to be provided, (5) when the expected emergency response support and/or resources would be available once requested, and (6) how integration would occur.
Licensee	State				
Local	Tribal				
C.2.c <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Coordination of NPP site access and support for external organizations that have agreed to provide requested emergency response support and resources.
Licensee	State				
Local	Tribal				
C.2.d <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Agreements between licensees and local agencies for law enforcement, medical and ambulance services, fire, hospital support, and other support.
Licensee	State				
Local	Tribal				
C.3 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The capability of each principal organization to coordinate with other principal organizations leading the incident response is described.
Licensee	State				
Local	Tribal				
C.4 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Radiological laboratories, their general capabilities, and expected availability to provide radiological monitoring analysis services that can be used in an emergency are described. Plans to augment the identified radiological laboratories are described.
Licensee	State				
Local	Tribal				

Number & Applicability	Evaluation Criteria				
C.5 <table><tr><td>Licensee</td><td></td></tr><tr><td></td><td></td></tr></table>	Licensee				Arrangements are described for integrating the licensee's response with the NRC Headquarters and regional incident response centers and, when dispatched, the NRC's site response team.
Licensee					
C.5.a <table><tr><td>Licensee</td><td></td></tr><tr><td></td><td></td></tr></table>	Licensee				The activation process for the NRC's emergency response data system (ERDS) during an emergency is described.
Licensee					
C.5.b <table><tr><td>Licensee</td><td></td></tr><tr><td></td><td></td></tr></table>	Licensee				Provisions to continuously maintain open communications lines with the NRC, when requested, are described.
Licensee					

D: EMERGENCY CLASSIFICATION SYSTEM

A standard emergency classification and action level scheme, the bases of which include facility system and effluent parameters, is in use by the nuclear facility licensee, and State and local response plans call for reliance on information provided by facility licensees for determinations of minimum initial offsite response measures.

Regulatory References: 10 CFR 50.47(b)(4); 44 CFR 350.5(a)(4); 10 CFR Part 50, Appendix E, Sec. IV.B and C

Number & Applicability	Evaluation Criteria				
D.1 <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				A standard emergency classification and action level scheme is established and maintained. The scheme provides detailed EALs for each of the four ECLs in Section IV.C.1 of Appendix E to 10 CFR Part 50.
Licensee					
D.1.a <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				The EALs are developed using guidance provided or endorsed by the NRC that is applicable to the reactor design.
Licensee					
D.1.b <table border="1"> <tr><td>Licensee</td><td>State</td></tr> <tr><td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The initial emergency classification and action level scheme is discussed and agreed to by the licensee and OROs, and approved by the NRC. Thereafter, the scheme is reviewed with OROs on an annual basis.
Licensee	State				
Local	Tribal				
D.2 <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				The capability to assess, classify, and declare the emergency condition within 15 minutes after the availability of indications to NPP operators that an EAL has been met or exceeded is described.
Licensee					
D.3 <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				A summary of emergency response measures to be taken for each ECL is provided. The detailed emergency response measures are described in implementing procedures.
Licensee					
D.4 <table border="1"> <tr><td></td><td>State</td></tr> <tr><td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Emergency response measures based on the ECL declared by the licensee and applicable offsite conditions are described.
	State				
Local	Tribal				

E: NOTIFICATION METHODS AND PROCEDURES

Procedures have been established for notification, by the licensee, of State and local response organizations and for notification of emergency personnel by all organizations; the content of initial and follow up messages to response organizations and the public has been established; and means to provide early notification and clear instruction to the populace within the plume exposure pathway EPZ have been established.

Regulatory References: 10 CFR 50.47(b)(5); 44 CFR 350.5(a)(5)

Number & Applicability	Evaluation Criteria				
E.1 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The mutually agreeable process for direct and prompt notification of response organizations, aligned with the emergency classification and action level scheme, is described.
Licensee	State				
Local	Tribal				
E.1.a <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Provisions for notification of response organizations are established, including the means for verification of messages.
Licensee	State				
Local	Tribal				
E.1.b <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				The capability to notify responsible OROs within 15 minutes and the NRC within 60 minutes is described.
Licensee					
E.2 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The alert and notification systems (ANSs) used to alert and notify the general public within the plume exposure pathway EPZ and methods of activation are described. This description includes the administrative and physical means, the time required for notifying and providing prompt instructions to the public within the plume exposure pathway EPZ, and the organizations or titles/positions responsible for activating the system.
Licensee	State				
Local	Tribal				
E.3 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The licensee and state, local, and tribal government organizations establish the contents of the initial and follow-up emergency notifications to be sent from the NPP.
Licensee	State				
Local	Tribal				
E.4 <table border="1"> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Each organization establishes the contents of the initial and follow-up messages to the public including, as applicable, instructions for protective actions.
	State				
Local	Tribal				
E.5 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Provisions are made to provide timely supplemental information periodically throughout the radiological incident to inform the public.
Licensee	State				
Local	Tribal				

F: EMERGENCY COMMUNICATIONS

Provisions exist for prompt communications among principal response organizations to emergency personnel and to the public.

Regulatory References: 10 CFR 50.47(b)(6); 44 CFR 350.5(a)(6)

Number & Applicability	Evaluation Criteria				
F.1 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Each principal response organization establishes redundant means of communication and addresses the following provisions:
Licensee	State				
Local	Tribal				
F.1.a <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Continuous capability for notification to, and activation of, the emergency response network, including a minimum of two independent communication links.
Licensee	State				
Local	Tribal				
F.1.b <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Communication with applicable organizations to include a description of the methods that may be used when contacting each organization.
Licensee	State				
Local	Tribal				
F.1.c <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Systems for alerting or activating emergency personnel in each response organization.
Licensee	State				
Local	Tribal				
F.2 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Systems for coordinated communication methods for applicable fixed and mobile medical support facilities are described.
Licensee	State				
Local	Tribal				
F.3 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The testing method and periodicity for each communication system used for the functions identified in evaluation criteria E.2, F.1, and F.2 are described.
Licensee	State				
Local	Tribal				

G: PUBLIC EDUCATION AND INFORMATION

Information is made available to the public on a periodic basis on how they will be notified and what their initial actions should be in an emergency (e.g., listening to a local broadcast station and remaining indoors), the principal points of contact with the news media for dissemination of information during an emergency (including the physical location or locations) are established in advance, and procedures for coordinated dissemination of information to the public are established.

Regulatory References: 10 CFR 50.47(b)(7); 44 CFR 350.5(a)(7)

Number & Applicability	Evaluation Criteria				
G.1 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Provisions are made for a coordinated annual dissemination of information to the public within the plume exposure pathway EPZ, including transient populations and those with access and functional needs, regarding how they will be notified and what actions should be taken. The information is disseminated using multiple methods, to include non-English translations per current Federal guidance.
Licensee	State				
Local	Tribal				
G.2 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Methods, consistent with JIS concepts, are established for coordinating and disseminating information to the public and media. Plans include the physical location(s) for interacting with the media.
Licensee	State				
Local	Tribal				
G.3 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Organizations designate news media points of contact and a spokesperson(s) with access to necessary information.
Licensee	State				
Local	Tribal				
G.3.a <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Arrangements are made for the timely exchange of information among the designated spokespersons representing the entities involved in incident response.
Licensee	State				
Local	Tribal				
G.4 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Organizations establish coordinated arrangements for identifying and addressing public inquiries and inaccurate information.
Licensee	State				
Local	Tribal				
G.5 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Organizations conduct programs to acquaint news media with the emergency plans at least annually.
Licensee	State				
Local	Tribal				

H: EMERGENCY FACILITIES AND EQUIPMENT

Adequate emergency facilities and equipment to support the emergency response are provided and maintained.

Regulatory References: 10 CFR 50.47(b)(8); 44 CFR 350.5(a)(8)

Number & Applicability	Evaluation Criteria				
H.1 <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				A TSC is established, using current Federal guidance, from which NPP conditions are evaluated and mitigative actions are developed.
Licensee					
H.2 <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				An OSC is established, using current Federal guidance, from which repair team activities are planned and teams are dispatched to implement actions.
Licensee					
H.3 <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				An EOF is established, using current Federal guidance, as the primary base of emergency operations for the licensee during a radiological incident. The EOF facilitates the management and coordination of the overall emergency response, including the sharing of information with Federal, state, local, and tribal government authorities.
Licensee					
H.3.a <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				For an EOF that is located more than 25 miles away from the NPP site, provisions are made for locating NRC and offsite responders closer to the NPP site.
Licensee					
H.4 <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				An alternative facility (or facilities) is established, using currently provided and/or endorsed guidance, which would be accessible even if the NPP site is under threat of or experiencing hostile action.
Licensee					
H.5 <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				A JIC is established, and its location is identified, to coordinate communication from Federal, state, local, and tribal government authorities and licensee personnel with the public and media.
Licensee					
H.6 <table border="1"> <tr><td></td><td>State</td></tr> <tr><td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Each organization establishes an emergency operations center (EOC) for use in directing and controlling response functions, and provides for timely EOC activation. For an EOC located within the plume exposure pathway EPZ, an alternate EOC, or location outside the plume exposure pathway EPZ, is identified to continue response functions in the event of an evacuation.
	State				
Local	Tribal				
H.7 <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				Onsite monitoring systems used to initiate emergency response measures in accordance with the emergency classification scheme, as well as those to be used for conducting assessment, are identified. Monitoring systems consist of geophysical phenomena monitors, including meteorological, hydrologic, and seismic instrumentation; radiation monitors and sampling equipment; plant process monitors; and fire, toxic gas, and combustion products detectors.
Licensee					

Number & Applicability	Evaluation Criteria				
H.8 <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Provisions are made to acquire data from offsite monitoring and analysis equipment, including data on geophysical phenomena (e.g., meteorological, hydrologic, and seismic monitors) and radiological data (e.g., from FMTs, environmental dosimeters, and laboratory analyses).
Licensee					
H.9 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Organizations directly responsible for offsite radiological monitoring provide for radiological monitoring equipment. This includes equipment that is located or stored near the NPP site, as well as additional equipment that may be brought to the site.
Licensee	State				
Local	Tribal				
H.10 <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Instrumentation is provided to obtain current meteorological information. Additional provisions are made to obtain representative meteorological information from other sources as needed by the NPP's radiological assessment models for site-specific characterization of plume dispersion and transport. Meteorological information is provided to the control room, TSC, EOF (or backup EOF), and NRC (via ERDS).
Licensee					
H.11 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Provisions are made to ensure that emergency equipment and supplies are tested, maintained, and available in sufficient quantities, to include reserves and replacements, when needed. This includes:
Licensee	State				
Local	Tribal				
H.11.a <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Identification of the organization(s) responsible for the testing and maintenance of emergency equipment.
Licensee	State				
Local	Tribal				
H.11.b <table border="1"> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Calibration and operational checks of emergency equipment per national standards or the manufacturer's instructions, whichever is more frequent.
	State				
Local	Tribal				
H.12 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Emergency kits are identified by general category. Contents and quantity of each emergency kit are specified in the emergency plan or other document(s) referenced in the emergency plan.
Licensee	State				
Local	Tribal				
H.13 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Each organization identifies the location(s) for the receipt and analysis of field monitoring data and coordination of sample media, and identifies the organization(s) responsible for assessing radiological data.
Licensee	State				
Local	Tribal				

I: ACCIDENT ASSESSMENT

Adequate methods, systems, and equipment for assessing and monitoring actual or potential offsite consequences of a radiological emergency condition are in use.

Regulatory References: 10 CFR 50.47(b)(9); 44 CFR 350.5(a)(9)

Number & Applicability	Evaluation Criteria				
I.1 <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				Capabilities for performing radiological assessment for all reactor core and spent fuel pool sources, individually and collectively, including response to events occurring simultaneously at all units on the NPP site, are described. These capabilities include:
Licensee					
I.1.a <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				Methods for determining the magnitude and isotopic composition of an ongoing release of radioactive material through waterborne or airborne release pathways, or estimating these parameters for a potential release.
Licensee					
I.1.b <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				A radiological assessment model for airborne releases that provides estimates of offsite radiation exposures and contamination levels using a dispersion model that is representative of the plant release points, topographical features, and meteorological regimes at the NPP site.
Licensee					
I.1.c <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				A capability to coordinate and implement in-field radiological assessments by FMTs and provisions to assess the data obtained.
Licensee					
I.2 <table border="1"> <tr><td></td><td>State</td></tr> <tr><td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Methods for assessing contamination of drinking water through liquid release pathways or deposition of airborne materials for NPP sites located on or near bodies of water from which public drinking water is drawn.
	State				
Local	Tribal				
I.3 <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				The capability and responsibility for monitoring the following parameters, which provide input to radiological assessments during an emergency, are described: 1. Status of reactor fuel (e.g., no fuel damage, technical specification activity, clad failure, core melt). 2. Status of containment integrity. 3. Leakage of radioactive material from plant systems, structures, and components. 4. Status of engineered safety features used to mitigate the release of radioactive material to the environment (e.g., filters, containment spray, etc.). 5. Onset and duration of an actual release of radioactive material to the environment, or estimating these parameters for a potential release.
Licensee					
I.4 <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				The methods and responsibility for determining the source term present in reactor coolant, containment atmosphere, and spent fuel pool area atmosphere are described.
Licensee					
I.4.a <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				The contingency arrangements to obtain and analyze highly radioactive samples from the reactor coolant system, containment atmosphere and sump, and spent fuel pool storage area are described.
Licensee					

Number & Applicability	Evaluation Criteria				
I.5 <table> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The organizations responsible for FMT activities, and necessary resources, are identified.
Licensee	State				
Local	Tribal				
I.6 <table> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Each organization, where appropriate, provides methods, equipment, and expertise to make timely assessments of the actual or potential magnitude and locations of any radiological hazards through liquid or gaseous release pathways, including development of post-plume PARs for comparison to current Federal guidance.
Licensee	State				
Local	Tribal				
I.7 <table> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The capability to detect and measure radioiodine concentrations in air in the plume exposure pathway EPZ as low as 10^{-7} $\mu\text{Ci/cc}$ (microcuries per cubic centimeter) under field conditions is described. The sample collection process takes into account the sample flow rate, collection efficiency of the sample media used to collect the sample, duration of the sample, counter efficiency, and background radiation, including interference from the presence of noble gases.
Licensee	State				
Local	Tribal				
I.8 <table> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	A means is established for relating the various measured parameters (e.g., exposure rates, contamination levels, and air activity levels) to dose or dose rates. Provisions are made for estimating integrated dose from the projected and actual dose rates and for comparing these estimates with current Federal guidance. In addition, provisions are established to validate dose projections with field data and compare projections with other organizations also calculating dose projections. The detailed provisions are described in implementing procedures.
Licensee	State				
Local	Tribal				
I.9 <table> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Arrangements to locate and track the airborne radioactive plume are made using available resources, which includes Federal, state, local, and tribal governments, and/or licensee resources. Provisions are made to characterize the plume including taking peak plume measurements. Identification of the plume, includes determining a measurement that is high enough to be reasonably above background radiation readings and sufficient enough to indicate submersion within the plume.
Licensee	State				
Local	Tribal				
I.10 <table> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Organizations directly responsible for radiological monitoring, analysis, and dose projections describe the capability for coordinating monitoring efforts, tracking and trending data, and sharing analytical results with other organizations performing radiological assessment functions.
Licensee	State				
Local	Tribal				

J: PROTECTIVE RESPONSE

A range of protective actions has been developed for the plume exposure pathway EPZ for emergency workers and the public. In developing this range of actions, consideration has been given to evacuation, sheltering, and, as a supplement to these, the prophylactic use of potassium iodide (KI), as appropriate. ETEs have been developed by applicants and licensees. Licensees shall update the ETEs on a periodic basis. Guidelines for the choice of protective actions during an emergency, consistent with Federal guidance, are developed and in place, and protective actions for the ingestion exposure pathway EPZ appropriate to the locale have been developed.

Regulatory References: 10 CFR 50.47(b)(10); 44 CFR 350.5(a)(10)

Number & Applicability	Evaluation Criteria				
J.1 <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				The means and time required to alert, notify, and provide a range of protective actions for onsite individuals and individuals who may be in areas controlled by the licensee (including members of the public) during a radiological incident are described.
Licensee					
J.1.a <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				Provisions are made for evacuation of onsite non-essential personnel at an SAE or General Emergency (GE).
Licensee					
J.2 <table border="1"> <tr><td>Licensee</td><td>State</td></tr> <tr><td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Provisions are made and coordinated with appropriate offsite entities for evacuation routes and transportation for onsite individuals to a suitable offsite location. Selection of location considers the potential for inclement weather, high traffic density, and potential radiological conditions. Alternate location(s) and route(s) are identified.
Licensee	State				
Local	Tribal				
J.3 <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				Provisions for radiological monitoring and decontamination, if necessary, of personnel evacuated from the NPP site are described.
Licensee					
J.4 <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				The capability to account for all individuals inside the NPP Protected Area following declaration of an SAE or GE is described. The names of missing individuals are ascertained within 30 minutes following the emergency declaration and accountability is maintained for the duration of the incident. This capability includes provisions for prompt accountability following events that may preclude completion within 30 minutes (e.g., hostile action).
Licensee					
J.5 <table border="1"> <tr><td>Licensee</td><td></td></tr> <tr><td></td><td></td></tr> </table>	Licensee				Provisions are made for personal radiological protection for individuals arriving or remaining onsite during the incident.
Licensee					
J.6 <table border="1"> <tr><td>Licensee</td><td>State</td></tr> <tr><td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The basis and methodology are established for the development of PARs for the responsible OROs, including evacuation, sheltering, and, if appropriate, radioprotective drug use, for the plume exposure pathway EPZ. Current Federal guidance is used.
Licensee	State				
Local	Tribal				
J.7 <table border="1"> <tr><td>Licensee</td><td>State</td></tr> <tr><td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	A site-specific protective action strategy or decision-making process, informed by the ETE study, is coordinated between the licensee and OROs. Current Federal guidance is used.
Licensee	State				
Local	Tribal				

Number & Applicability	Evaluation Criteria				
J.8 <table> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The latest ETEs are:
Licensee	State				
Local	Tribal				
J.8.a <table> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Incorporated either by reference or in their entirety into the emergency plan.
Licensee					
J.8.b <table> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Incorporated either by reference or as a summary of the latest ETE analysis into the emergency plan.
	State				
Local	Tribal				
J.9 <table> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	PARs are provided, in a timely manner, directly to the designated ORO(s) responsible for making protective action decisions (PADs) within the plume exposure pathway EPZ.
Licensee	State				
Local	Tribal				
J.10 <table> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Plans include maps, charts, or other information that demonstrate the following for the plume exposure pathway EPZ:
Licensee	State				
Local	Tribal				
J.10.a <table> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Evacuation routes, evacuation areas, reception centers in host areas, and shelter areas.
Licensee	State				
Local	Tribal				
J.10.b <table> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Population distribution around the NPP site by evacuation areas.
Licensee	State				
Local	Tribal				
J.11 <table> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	A capability for implementing protective actions based on current Federal guidance is established. The process ensures coordinated implementation of PADs with all appropriate jurisdictions. The process for implementing protective actions for the plume exposure pathway EPZ is described and includes the following:
	State				
Local	Tribal				
J.11.a <table> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Means for identifying and protecting residents who would have difficulty in implementing protective actions without assistance. This includes those with access and functional needs, transportation-dependent residents, those in special facilities, and those in correctional facilities. These means include notification, support, and assistance in implementing protective actions where appropriate.
	State				
Local	Tribal				
J.11.b <table> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	The decision-making methodologies for use of radioprotective drugs and the provisions for administration to the general public, emergency workers, and institutionalized persons within the plume exposure pathway EPZ. This includes the means of determining quantities, maintaining and managing supplies, communicating recommendations, and distributing.
	State				
Local	Tribal				

Number & Applicability	Evaluation Criteria				
J.11.c <table border="1"> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Means of evacuation informed by the updated ETEs. The evacuation routes and transportation resources to be utilized are described and include projected traffic capacities of evacuation routes and implementation of traffic control schemes during evacuation.
	State				
Local	Tribal				
J.11.d <table border="1"> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	The locations of pre-identified reception centers beyond the boundaries of the plume exposure pathway EPZ, organizations responsible for managing reception centers, arrangements for handling service animals and pets, and provisions for radiological monitoring/decontamination.
	State				
Local	Tribal				
J.11.e <table border="1"> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Means for the initial and ongoing control of access to evacuated areas and organizational responsibilities for such control, including identifying pre-selected control points.
	State				
Local	Tribal				
J.11.f <table border="1"> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Identification of and means for dealing with potential impediments to the use of evacuation routes (e.g., seasonal impassability of roads) and contingency measures. The resources available to clear impediments and responsibility for re-routing traffic, as necessary, are described.
	State				
Local	Tribal				
J.11.g <table border="1"> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Identification of and means to implement precautionary protective actions (e.g., actions taken at an SAE).
	State				
Local	Tribal				
J.12 <table border="1"> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Protective actions to be used for the ingestion exposure pathway EPZ are specified, including the methods for protecting the public from consumption of contaminated foodstuffs, and are based on current Federal guidance.
	State				
Local	Tribal				
J.13 <table border="1"> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	The means for registering, monitoring, and decontaminating evacuees, service animals, pets, vehicles, and possessions at reception centers in host areas are described. The personnel and equipment available are capable of monitoring 20 percent of the plume exposure pathway EPZ population, including transients, assigned to each facility within a 12-hour period.
	State				
Local	Tribal				
J.14 <table border="1"> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	General plans for the removal or continued exclusion of individuals from restricted areas are developed. Relocation plans include:
	State				
Local	Tribal				
J.14.a <table border="1"> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Process for implementing current Federal guidance for relocation.
	State				
Local	Tribal				
J.14.b <table border="1"> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Means to identify and determine the boundaries of relocation areas, including a buffer zone.
	State				
Local	Tribal				
J.14.c <table border="1"> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Prioritization of relocation based on projected dose to an individual and the timeframe for relocation.
	State				
Local	Tribal				

Number & Applicability	Evaluation Criteria				
J.14.d <table border="1"> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Control of access to and egress from relocation areas and security provisions for evacuated areas.
	State				
Local	Tribal				
J.14.e <table border="1"> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Contamination control during relocation.
	State				
Local	Tribal				
J.14.f <table border="1"> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Means for coordinating and providing assistance during relocation.
	State				
Local	Tribal				

K: RADIOLOGICAL EXPOSURE CONTROL

Means for controlling radiological exposures, in an emergency, are established for emergency workers. The means for controlling radiological exposures shall include exposure guidelines consistent with EPA Emergency Worker and Lifesaving Activity Protective Action Guides.

Regulatory References: 10 CFR 50.47(b)(11); 44 CFR 350.5(a)(11)

Number & Applicability	Evaluation Criteria				
K.1 <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				The radiation protection controls for emergency workers to be implemented during emergencies are described. These controls address the following aspects:
Licensee					
K.1.a <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Onsite emergency exposure guidelines for emergency workers consistent with their assigned duties and current Federal guidance and the conditions under which the guidelines apply.
Licensee					
K.1.b <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				The capability to evaluate emergency worker dose (i.e., the sum of the effective dose equivalent and the committed effective dose equivalent) at the time of exposure when direct measurement is not feasible.
Licensee					
K.1.c <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				The capability to monitor and assess the radiation doses received by emergency workers for the duration of the incident.
Licensee					
K.1.d <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				The capability to implement onsite contamination control measures.
Licensee					
K.1.e <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				The capability to decontaminate emergency workers, equipment, and vehicles.
Licensee					
K.1.f <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Appropriate radiation protection briefings for repair teams that are being dispatched into the plant and FMTs being sent onsite and offsite, the scope of which is consistent with the expected risk to the team.
Licensee					
K.1.g <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				The process for NPP site access and dosimetry issuance to personnel from OROs arriving to assist with the onsite response.
Licensee					

Number & Applicability	Evaluation Criteria				
K.2 <table> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Individual(s) who can authorize personnel to receive radiation doses in excess of the occupational dose limits in accordance with the minimum standards set forth in 10 CFR Part 20 or 29 CFR 1910.1096, as applicable to the organization, are identified by title/position. Such authorizations are documented.
Licensee	State				
Local	Tribal				
K.2.a <table> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				The process for allowing onsite volunteers to receive radiation exposures in the course of carrying out lifesaving and other emergency activities is described.
Licensee					
K.2.b <table> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	The process for authorizing emergency workers to incur exposures that may result in doses in excess of the current Federal guidance is described.
	State				
Local	Tribal				
K.3 <table> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	The capability to determine the doses received by emergency workers involved in any commercial NPP radiological incident is described. Each organization makes provisions for distribution of direct-reading dosimeters (DRDs) and permanent record dosimeters (PRDs).
	State				
Local	Tribal				
K.3.a <table> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Provisions to ensure that DRDs are read at designated intervals and dose records are maintained for emergency workers are described.
	State				
Local	Tribal				
K.4 <table> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Action levels for determining the need for decontamination are specified and the means for radiological decontamination are established for emergency workers and the general public, as well as equipment, vehicles, and personal possessions. The means for disposal of contaminated waste created by decontamination efforts are also established.
	State				
Local	Tribal				

L: MEDICAL AND PUBLIC HEALTH SUPPORT

Arrangements are made for medical services for contaminated injured individuals.

Regulatory References: 10 CFR 50.47(b)(12); 44 CFR 350.5(a)(12)

Number & Applicability	Evaluation Criteria				
L.1 <table> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Arrangements are established with primary and backup hospitals (one hospital is located outside the plume exposure pathway EPZ) and medical services. These facilities have the capability for evaluation of radiation exposure and uptake. The persons providing these services are adequately trained and prepared to handle contaminated, injured emergency workers and members of the general public.
	State				
Local	Tribal				
L.2 <table> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Arrangements for the medical treatment of contaminated, injured onsite personnel and those onsite personnel who have received significant radiation exposures and/or significant uptakes of radioactive material are described. These arrangements include the following components:
Licensee					
L.2.a <table> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				An onsite first aid capability with adequate medical equipment and supplies.
Licensee					
L.2.b <table> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Primary and backup offsite medical facilities.
Licensee					
L.2.c <table> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Radiological controls capability, including the isolation of contamination, assessment of contamination levels, radiation exposure monitoring for medical facility staff, collection of contaminated waste, and decontamination of treatment areas.
Licensee					
L.2.d <table> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Provisions to evaluate for radiological contamination either prior to transport to a medical facility or after arrival.
Licensee					
L.2.e <table> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Contact information for facilities capable of treating overexposure to radioactive material.
Licensee					
L.3 <table> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Supplemental lists are developed that indicate the location of the closest public, private, and military hospitals and other emergency medical facilities within the state or contiguous states considered capable of providing medical support for any contaminated, injured individual.
	State				
Local	Tribal				
L.4 <table> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Each organization arranges for the transportation of contaminated, injured individuals and the means to control contamination while transporting victims of radiological incidents to medical support facilities and the decontamination of transport vehicle following use.
Licensee	State				
Local	Tribal				

M: RECOVERY, REENTRY, AND POST-ACCIDENT OPERATIONS

General plans for recovery and reentry are developed.

Regulatory References: 10 CFR 50.47(b)(13); 44 CFR 350.5(a)(13)

Number & Applicability	Evaluation Criteria				
M.1 <table> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	General recovery, reentry, and return plans for radiological incidents are developed, as appropriate. These plans address reoccupancy, as appropriate. The plans should include:
Licensee	State				
Local	Tribal				
M.1.a <table> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Provisions for allowing reentry into areas controlled by the licensee. Reentry planning includes evaluation of the controls necessary for reentry under post-incident conditions.
Licensee					
M.1.b <table> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Provisions for reentry into restricted areas, including exposure and contamination control, as appropriate. A method for coordinating and implementing decisions regarding temporary reentry into restricted areas is addressed.
	State				
Local	Tribal				
M.2 <table> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Individuals who will comprise the licensee's recovery organization are identified by title/position. The recovery organization includes technical personnel with responsibilities to develop, evaluate, and direct recovery and reentry operations.
Licensee					
M.3 <table> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				The process for initiating recovery actions is described and includes the criteria for terminating the emergency.
Licensee					
M.4 <table> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	The process for initiating recovery actions is described and includes provisions to ensure continuity during transfer of responsibility between phases. The chain of command is established.
	State				
Local	Tribal				
M.5 <table> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	The framework for relaxing protective actions and allowing for return are described. Prioritization is given to restoring access to vital services and facilities.
	State				
Local	Tribal				
M.6 <table> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	The organization(s) responsible for developing and implementing cleanup operations offsite is identified.
	State				
Local	Tribal				

Number & Applicability	Evaluation Criteria				
M.7 <table> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Provisions for developing and modifying sampling plans are established. Provisions for laboratory analysis of samples are included in the plan.
Licensee	State				
Local	Tribal				
M.8 <table> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	A method for periodically conducting radiological assessments of public exposure is established.
	State				
Local	Tribal				

N: EXERCISES AND DRILLS

Periodic exercises are (will be) conducted to evaluate major portions of emergency response capabilities, periodic drills are (will be) conducted to develop and maintain key skills, and deficiencies identified as a result of exercises or drills are (will be) corrected.

Regulatory References: 10 CFR 50.47(b)(14); 44 CFR 350.5(a)(14)

Number & Applicability	Evaluation Criteria				
N.1 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Exercises and drills are conducted, observed, and critiqued/evaluated as set forth in NRC and FEMA regulations and guidance.
Licensee	State				
Local	Tribal				
N.1.a <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The process to critique/evaluate exercises and drills is described.
Licensee	State				
Local	Tribal				
N.1.b <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The process used to track findings and associated corrective actions identified by drill and exercise critiques/evaluations, including their assignment and completion, is described.
Licensee	State				
Local	Tribal				
N.1.c <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				A drill or exercise starts between 6:00 p.m. and 4:00 a.m. at least once every eight-year exercise cycle.
Licensee					
N.1.d <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				A drill or exercise is unannounced at least once every eight-year exercise cycle.
Licensee					
N.2 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Exercises are designed to enable the response organizations' demonstration of the key skills and capabilities necessary to implement the emergency plan. The following two types of exercises are conducted at the frequency noted:
Licensee	State				
Local	Tribal				
N.2.a <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Plume Exposure Pathway Exercises. Plume exposure pathway exercises are conducted biennially. These exercises include mobilization of licensee and state, local, and tribal government personnel and resources and implementation of emergency plans to demonstrate response capabilities within the plume exposure pathway EPZ.
Licensee	State				
Local	Tribal				
N.2.b <table border="1"> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Ingestion Exposure Pathway Exercises. Ingestion exposure pathway exercises are conducted at least once every eight years. These exercises include mobilization of state, local, and tribal government personnel and resources and implementation of emergency plans to demonstrate response capabilities to a release of radioactive materials requiring post-plume phase protective actions within the ingestion exposure pathway EPZ.
	State				
Local	Tribal				
N.3 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Exercise Scenario Elements. During each eight-year exercise cycle, biennial, evaluated exercise scenario content is varied to provide the opportunity to demonstrate the key skills and capabilities necessary to respond to the following scenario elements:
Licensee	State				
Local	Tribal				

Number & Applicability	Evaluation Criteria				
N.3.a <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Hostile Action-Based (HAB). Hostile action directed at the NPP site. This scenario element may be combined with either a radiological release scenario or a no/minimal radiological release scenario, but a no/minimal radiological release scenario should not be included in consecutive HAB exercises at an NPP site.
Licensee	State				
Local	Tribal				
N.3.b <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Rapid Escalation. An initial classification of, or rapid escalation to, an SAE or GE.
Licensee	State				
Local	Tribal				
N.3.c <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	No/Minimal Release of Radioactive Materials. No release or an unplanned minimal release of radioactive material which does not require public protective actions. This scenario element is used only once during each eight-year exercise cycle.
Licensee	State				
Local	Tribal				
N.3.c.1 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The licensee is required to demonstrate the ability to respond to a no/minimal radiological release scenario. State, local, and tribal government response organizations have the option, and are encouraged, to participate jointly in this demonstration. If the offsite organizations elect not to participate in the licensee's required minimal or no release exercise, the OROs will still be obligated to meet the exercise requirements as specified in 44 CFR 350.9.
Licensee	State				
Local	Tribal				
N.3.c.2 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	When planning for a joint no/minimal radiological release exercise, affected state, local, and tribal government jurisdictions, the licensee, and FEMA will identify offsite capabilities that may still need to be evaluated and agree upon appropriate alternative evaluation methods to satisfy FEMA's biennial criteria requirements. Alternative evaluation methods that could be considered during the extent of play negotiations include expansion of the exercise scenario, out of sequence activities, plan reviews, staff assistance visits, or other means as described in FEMA guidance.
Licensee	State				
Local	Tribal				
N.3.d <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Resource Integration. Integration of offsite resources with onsite response.
Licensee	State				
Local	Tribal				
N.3.e <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				10 CFR 50.54(hh)(2) Strategies. Demonstration of the use of equipment, procedures, and strategies developed in compliance with 10 CFR 50.54(hh)(2).
Licensee					
N.4 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Drills are designed to enable an organization's demonstration and maintenance of key skills and capabilities necessary to fulfill functional roles. Drills include, but are not limited to, the following at their noted frequencies:
Licensee	State				
Local	Tribal				
N.4.a <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Emergency Medical Drills. Emergency medical drills are conducted annually. These drills involve a simulated, contaminated individual and contain provisions for participation by support services agencies (i.e., ambulance and offsite medical treatment facility).
Licensee					
N.4.b <table border="1"> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Medical Services Drills. Medical services drills are conducted annually at each medical facility designated in the emergency plan. These drills involve a simulated, contaminated emergency worker and/or member of the general public and contain provisions for participation by support services agencies (i.e., ambulance and offsite medical treatment facility).
	State				
Local	Tribal				

Number & Applicability	Evaluation Criteria				
N.4.c <table> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Laboratory Drills. Laboratory drills are conducted biennially at each laboratory designated in the emergency plan. These drills involve demonstration of handling, documenting, provisions for record keeping, and analyzing air, soil, and food samples, as well as quality control and quality assurance processes. These drills also involve an assessment of the laboratory's capacity to handle daily and weekly samples and the volume of samples that can be processed daily or weekly.
	State				
Local	Tribal				
N.4.d <table> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Environmental Monitoring Drills. Environmental monitoring drills are conducted annually. These drills include direct radiation measurements in the environment, collection and analysis of all sample media (e.g., water, vegetation, soil, and air), and provisions for record keeping.
Licensee	State				
Local	Tribal				
N.4.e <table> <tr> <td></td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>		State	Local	Tribal	Ingestion Pathway and Post-Plume Phase Drills. Ingestion pathway and post-plume phase drills are conducted biennially. These drills involve sample plan development, analysis of lab results from samples, assessment of the impact on food and agricultural products, protective decisions for relocation, and food/crop embargos.
	State				
Local	Tribal				
N.4.f <table> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Communications Drills. Communications amongst and between emergency response organizations, including those at the state, local, and Federal level, the FMTs, and nuclear facility within both the plume and ingestion exposure pathway EPZs, are tested at the frequencies determined in evaluation criterion F.3. Communications drills include the aspect of understanding the content of messages and can be done in conjunction with the testing described in evaluation criterion F.3.
Licensee	State				
Local	Tribal				
N.4.g <table> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Post-Accident Sampling Drills. Post-accident sampling drills are conducted annually. These drills address capabilities including analysis of liquid and containment atmosphere samples with simulated elevated radiation levels. This criterion is not applicable if the NPP unit(s) does (do) not have licensing basis requirements for post-accident sampling.
Licensee					
N.4.h <table> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Off-Hours Report-In Drills. Off-hours report-in drills are conducted biennially and are unannounced.
Licensee					
N.4.i <table> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Off-Hours Call-In Drills. Off-hours call-in drills are conducted quarterly, such that each ERO member's normally expected response time is assessed at least biennially based on call-in drill responses or an alternate means for determining response time. Some drills are unannounced.
Licensee					
N.4.j <table> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Onsite Personnel Protective Action Drills. Onsite personnel protective action drills are conducted during every eight-year exercise cycle. These drills demonstrate the NPP site's ability to implement and coordinate protective actions for onsite personnel during hostile action.
Licensee					
N.4.k <table> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Aircraft Threat/Attack Response Drills. Aircraft threat/attack response drills are conducted during every eight-year exercise cycle. These drills demonstrate the use of procedures and protective measures developed for responding to hostile action involving an aircraft threat or attack.
Licensee					

O: RADIOLOGICAL EMERGENCY RESPONSE TRAINING

Radiological emergency response training is provided to those who may be called on to assist in an emergency.

Regulatory References: 10 CFR 50.47(b)(15); 44 CFR 350.5(a)(15)

Number & Applicability	Evaluation Criteria				
O.1 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Each organization ensures the training of emergency responders and other appropriate individuals with an operational role described in the emergency plan. Initial training and at least annual retraining are provided.
Licensee	State				
Local	Tribal				
O.1.a <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Site-specific emergency response training is developed and conducted for those offsite organizations that may be called upon to provide onsite assistance in the event of an emergency.
Licensee					
O.2 <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				The ERO training program consists of learning objectives that are used to develop and maintain key skills. This includes a systematic analysis of jobs and tasks to be performed from which learning objectives are derived.
Licensee					
O.2.a <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				The ERO training program is reviewed at least annually and revised as necessary.
Licensee					
O.2.b <table border="1"> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Training sessions that provide performance opportunities to develop, maintain, or demonstrate key skills are critiqued in order to identify weak or deficient areas that need correction.
Licensee					

P: RESPONSIBILITY FOR THE PLANNING EFFORT: DEVELOPMENT, PERIODIC REVIEW, AND DISTRIBUTION OF EMERGENCY PLANS

Responsibilities for plan development and review and for distribution of emergency plans are established, and planners are properly trained.

Regulatory References: 10 CFR 50.47(b)(16); 44 CFR 350.5(a)(16)

Number & Applicability	Evaluation Criteria				
P.1 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The training program, including initial training and periodic retraining, of individuals responsible for the planning effort is described.
Licensee	State				
Local	Tribal				
P.2 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The individual with the overall authority and responsibility for radiological emergency planning is identified by title/position.
Licensee	State				
Local	Tribal				
P.3 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The individual(s) with the responsibility for the development, maintenance, review, updating, and distribution of emergency plans, as well as the coordination of these plans with other response organizations, is identified by title/position.
Licensee	State				
Local	Tribal				
P.4 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The process for reviewing annually, and updating as necessary, the emergency plan, implementing procedures, maps, charts, and agreements is described. The process includes a method for recording changes made to the documents and, when appropriate, how those changes are retained.
Licensee	State				
Local	Tribal				
P.5 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	Provisions for distributing the emergency plan and implementing procedures to all organizations and appropriate individuals with responsibility for implementation of the plan/procedures are described.
Licensee	State				
Local	Tribal				
P.6 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	A listing of annexes, appendices, and supporting plans and their originating agency is included in the emergency plan.
Licensee	State				
Local	Tribal				
P.7 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	An appendix containing a listing by title of the procedures required to maintain and implement the emergency plan is included. The listing includes the section(s) of the emergency plan to be implemented by each procedure.
Licensee	State				
Local	Tribal				
P.8 <table border="1"> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	A table of contents and a cross-reference index to each of the NUREG-0654/FEMA-REP-1, Rev. 2 evaluation criteria are included. The evaluation criteria that do not apply are identified.
Licensee	State				
Local	Tribal				

Number & Applicability	Evaluation Criteria				
P.9 <table> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				Provisions for addressing the requirements of 10 CFR 50.54(t) are described.
Licensee					
P.10 <table> <tr> <td>Licensee</td><td>State</td></tr> <tr> <td>Local</td><td>Tribal</td></tr> </table>	Licensee	State	Local	Tribal	The administrative process for the periodic review and updating of contact information identified in the emergency plan and implementing procedures is described.
Licensee	State				
Local	Tribal				
P.11 <table> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				The process for entering EP program-related issues that could reduce the effectiveness of the emergency plan into the site-wide corrective action program is described.
Licensee					
P.12 <table> <tr> <td>Licensee</td><td></td></tr> <tr> <td></td><td></td></tr> </table>	Licensee				The process to evaluate changes in plant configuration for their impact on the effectiveness of the emergency plan is described.
Licensee					

SECTION III: Resources

AUTHORITIES AND REFERENCES

FEMA-Specific Legislative Authorities

- NRC Authorization Acts of 1980 (Pub. L. No. 96-295), 1982–1983 (Pub. L. No. 97-415), and 1984–1985 (Pub. L. No. 98-553).
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5121-5207).
- Homeland Security Act of 2002, Pub. L. No. 107-296 (2002) (codified as amended at 6 U.S.C. § 101 et seq.).
- Security and Accountability for Every Port Act of 2006, Pub. L. No. 109-347 (2006).
- U.S. Department of Veterans Affairs and U.S. Department of Housing and Urban Development, and Independent Agencies Appropriations for 1999, Pub. L. No. 105-276 (1999).
- Post-Katrina Emergency Management Reform Act of 2006, Pub. L. No. 109-295, §§ 641-654 (2006) (codified as amended at 6 U.S.C. §§ 741-754).
- Reorganization Plan No. 3 of 1978.

NRC-Specific Legislative Authorities

- Atomic Energy Act of 1954, as amended (Public Law 83-703).
- Energy Reorganization Act of 1974, as amended (Public Law 93-438).
- Reorganization Plan No. 1 of 1980.
- Energy Policy Act of 2005 (Public Law 109-58).
- NRC Authorization Acts of 1980 (Public Law 96-295), 1982–1983 (Public Law 97-415), and 1984–1985 (Public Law 98-553).

Executive Orders/Presidential Directives and Documents

- Executive Order 12127, as amended.
- Executive Order 12148, as amended.
- Executive Order 12241, as amended.
- Executive Order 12657, as amended.
- Executive Order 13175.
- Homeland Security Presidential Directive 5, “Management of Domestic Incidents” (HSPD-5) (February 28, 2003).
- Presidential Policy Directive 8, “National Preparedness” (PPD-8) (March 30, 2011).
- President Jimmy Carter’s Remarks Announcing Actions in Response to the Kemeny Commission Report (December 7, 1979).
- Presidential Memorandum on Tribal Consultation of November 5, 2009 (74 Fed. Reg. 57881, Nov. 9, 2009).

Code of Federal Regulations

- NRC's regulations in Title 10, Chapter I, Parts 20, 50 and 52 of the CFR.
- FEMA's regulations in Title 44, Chapter I, Parts 350–354 of the CFR.
- 10 CFR 61.71, "State and Tribal government consultation."
- 10 CFR 73.54, "Protection of digital computer and communication systems and networks."
- 29 CFR 1910.1096, "Ionizing radiation."

NRC Documents

- Management Directive 8.4, "Management of Backfitting, Forward Fitting, Issue Finality, and Information Requests," September 2019, ADAMS Accession No. ML18093B087.
- NSIR/DPR-ISG-01, "Interim Staff Guidance Emergency Planning for Nuclear Power Plants," November 2011, ADAMS Accession No. ML113010523.
- NUREG-75/014, "Reactor Safety Study – An Assessment of Accident Risks in U.S. Commercial Nuclear Power Plants," (WASH-1400), October 1975, (App III, IV) ADAMS Accession No. ML070610293, (App V) ML070530533, (App VI) ML070600389, (App VII-X) ML070600376.
- NUREG-0396, EPA 520/1-78-016, "Planning Basis for the Development of State and Local Government Radiological Emergency Response Plans in Support of Light Water Nuclear Power Plants," December 1978, ADAMS Accession No. ML051390356.
- NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Reports for Nuclear Power Plants," Chapter 13.3, "Emergency Planning," Revision 3, March 2007, ADAMS Accession No. ML063410307.
- NUREG-1150, "Severe Accident Risks: An Assessment for Five U.S. Nuclear Power Plants," 1990, (Vols. 1, 2, 3, and Appendices), ADAMS Accession No. ML040140729.
- NUREG-1301, "Offsite Dose Calculation Manual Guidance: Standard Radiological Effluent Controls for Pressurized Water Reactors," April 1991, ADAMS Accession No. ML091050061.
- NUREG-1302, "Offsite Dose Calculation Manual Guidance: Standard Radiological Effluent Controls for Boiling Water Reactors," April 1991, ADAMS Accession No. ML091050059.
- NUREG-1409, "Backfitting Guidelines," July 1990, ADAMS Accession No. ML032230247.
- NUREG-1935, "State-of-the-Art Reactor Consequence Analyses (SOARCA) Report," November 2012, ADAMS Accession No. ML12332A057 (Part 1) and ML12332A058 (Part 2).
- NUREG-1953, "Confirmatory Thermal-Hydraulic Analysis to Support Specific Success Criteria in the Standardized Plant Analysis Risk Models – Surry and Peach Bottom," May 2011, ADAMS Accession No. ML11256A023.
- NUREG/CR-7002, "Criteria for Development of Evacuation Time Estimate Studies," Revision 0, November 2011, ADAMS Accession No. ML113010515.
- NUREG/CR-7032, "Developing an Emergency Risk Communication (ERC)/Joint Information Center (JIC) Plan for a Radiological Emergency," Revision 0, February 2011, ADAMS Accession No. ML110490119.
- NUREG/CR-7033, "Guidance on Developing Effective Radiological Risk Communication Messages: Effective Message Mapping and Risk Communication with the Public in Nuclear Plant Emergency Planning Zones," Revision 0, February 2011, ADAMS Accession No. ML110490120.
- Regulatory Guide 1.101, "Emergency Response Planning and Preparedness for Nuclear Power Reactors," Various Revisions, (Revision 3) ADAMS Accession No. ML003740302, (Revision 4) ML032020276, (Revision 5) ML050730286.

- Regulatory Guide 1.219, “Guidance on Making Changes to Emergency Response Plans for Nuclear Power Reactors,” Revision 0, November 2011, ADAMS Accession No. ML102510626.
- SECY-03-0165, “Evaluation of Nuclear Power Reactor Emergency Preparedness Planning Basis Adequacy in the Post-9/11 Threat Environment,” September 22, 2003, ADAMS Accession No. ML031960020 (not publicly available).
- SECY-06-0200, “Results of the Review of Emergency Preparedness Regulations and Guidance,” September 20, 2006, ADAMS Accession No. ML061910707.
- SECY-08-0024, “Delegation of Commission Authority to Staff to Approve or Deny Emergency Plan Changes That Represent a Decrease in Effectiveness,” February 25, 2008, ADAMS Accession No. ML072900547.
- Staff Requirements Memorandum – SECY-08-0024, “Delegation of Commission Authority to Staff to Approve or Deny Emergency Plan Changes That Represent a Decrease in Effectiveness,” May 19, 2008, ADAMS Accession No. ML081400510.
- SECY-12-0095, “Tier 3 Program Plans and 6-Month Update in Response to Lessons Learned from Japan’s March 11, 2011, Great Tohoku Earthquake and Subsequent Tsunami,” July 13, 2012, ADAMS Accession No. ML12208A208 (redacted).
- “Planning Basis for Emergency Responses to Nuclear Power Plant Accidents,” (44 FR 61123, October 23, 1979).
- Commission Decision Regarding the Long Island Lighting Company (Shoreham Nuclear Power Station, Unit 1), CLI-87-12, 26 NRC 383 (1987).

DHS/FEMA Documents

- FEMA Publication 1 (Pub 1), April 2016.
- FEMA REP Program Manual, current edition.
- FEMA Tribal Policy (FP 305-111-1), December 27, 2016.
- FEMA Tribal Consultation Policy (FP 101-002-02), July 3, 2019.
- National Preparedness System (NPS), November 2011.
- National Preparedness Goal, second edition, September 2015.
- Comprehensive Preparedness Guide (CPG) 101, “Developing and Maintaining Emergency Operations Plans,” Version 2.0, November 2010.
- Comprehensive Preparedness Guide (CPG) 201, “Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Guide,” third edition, May 2018.
- National Incident Management System (NIMS), third edition, October 2017.
- Homeland Security Exercise and Evaluation Program (HSEEP), April 2013.
- National Response Framework (NRF), third edition, June 2016.
- National Response Framework (NRF), Emergency Support Function (ESF) #15 – External Affairs Annex, June 2016.
- National Response Framework (NRF), Public Affairs Support Annex, May 2013.
- Nuclear/Radiological Incident Annex (NRIA) to the Response and Recovery Federal Interagency Operational Plans (FIOPs), October 2016.
- National Response Framework (NRF), Mass Evacuation Incident Annex, June 2008.
- National Disaster Recovery Framework (NDRF), second edition, June 2016.

Joint NRC/FEMA Documents

- FEMA/NRC Memorandum of Understanding (MOU), December 7, 2015 (81 FR 15755, March 24, 2016), ADAMS Accession No. ML15344A371.
- NUREG-0654/FEMA-REP-1, Rev. 1, “Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants,” November 1980, ADAMS Accession No. ML040420012.
- NUREG-0654/FEMA-REP-1, Rev. 1, Addenda, “Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants,” March 2002, ADAMS Accession No. ML021050240.
- NUREG-0654/FEMA-REP-1, Rev. 1, Supplement 1, “Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants – Criteria for Utility Offsite Planning and Preparedness,” Final Report, September 1988, ADAMS Accession No. ML083180169.
- NUREG-0654/FEMA-REP-1, Rev. 1, Supplement 2, “Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants – Criteria for Emergency Planning in an Early Site Permit Application,” Draft Report for Comment, April 1996, ADAMS Accession No. ML050130188.
- NUREG-0654/FEMA-REP-1, Rev. 1, Supplement 3, “Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants – Guidance for Protective Action Strategies,” October 2011, ADAMS Accession No. ML113010596.
- NUREG-0654/FEMA-REP-1, Rev. 1, Supplement 4, “Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants – Criteria for National Preparedness Initiative Integration, Exercise Enhancement, and Backup Alert and Notification Systems,” October 2011.

Other Federal Agency Guidance

- EPA-400/R-17/001, “PAG Manual: Protective Action Guides and Planning Guidance for Radiological Incidents,” January 2017.
- EPA-400-R-92-001, “Manual of Protective Action Guides and Protective Actions for Nuclear Incidents,” May 1992.

GLOSSARY

This Glossary serves as a practical and easy-to-use guide for terminology utilized within this document. The terms within this Glossary represent jointly agreed-upon definitions that may be used as a resource within the context of this document.

Access and functional needs: individual circumstances requiring assistance, accommodation, or modification for mobility, communication, transportation, safety, health maintenance, etc., due to any situation that limits an individual's ability to take action in an emergency.

Alert: an ECL indicating that events are in progress or have occurred which involve an actual or potential substantial degradation of the level of safety of the plant or a security event that involves probable life threatening risk to site personnel or damage to site equipment because of hostile action. Any releases are expected to be limited to small fractions of the EPA PAG exposure levels.

Alert and notification: the process of providing a warning signal to the public at risk, indicating the need to seek additional information regarding an emergency event in progress (alert), followed by informing the public about the nature of the event and any protective actions (notification).

Alert and notification system (ANS): the system used to alert and notify the public, including the physical means (equipment and methods) and administrative means (organizational responsibility and interaction of responsible organizations for alert and notification).

Annual: every calendar year, except in cases relevant to 10 CFR 50.54(t) where *annual* means 365 days.

Applicant: an entity that has applied for an NPP construction permit/operating license under 10 CFR Part 50 or 10 CFR Part 52.

Biennial: every two calendar years.

Buffer zone: an area adjacent to a restricted area where residents may temporarily re-enter, but for which protective measures are recommended to minimize exposure to radiation. The buffer zone serves as an area in which response and recovery efforts are staged and coordinated, and provides an area to conduct decontamination efforts to prevent the spread of contamination to unrestricted areas.

Combined license (COL): a combined construction permit and operating license with conditions for a nuclear power facility issued under Subpart C of 10 CFR Part 52.

Command and control: management of emergency response functions within a particular context (e.g., an EOC) through leadership and use of authority.

Commercial nuclear power plant (NPP): a facility licensed by the NRC to use a nuclear reactor to produce electricity.

Committed effective dose equivalent: the sum of the products of the weighting factors applicable to each of the body organs or tissues that are irradiated and the committed dose equivalent to these organs or tissues.

Concept of operations: delineation of an organization's roles and responsibilities and how the organization will function to accomplish those responsibilities.

Containment: a physical structure surrounding a reactor that is designed to prevent or control the release of radioactive material.

Contamination: undesirable radioactive material (with a potentially harmful effect) that is either airborne or deposited in (or on the surface of) structures, objects, soil, water, or living organisms (people, animals, or plants) in a concentration that may harm people, equipment, or the environment.

Continuous: action carried out without stopping or interruption.

Control room: the area in an NPP from which most of the plant power production and emergency safety equipment can be operated remotely.

Corrective action: a concrete, actionable step that is intended to resolve EP program gaps and shortcomings experienced in drills, exercises, or actual events.

Curie (Ci): a unit used to measure the intensity of radioactivity in a sample of material, equal to 37 billion (3.7×10^{10}) disintegrations per second.

Decontamination: a process used to reduce, remove, or neutralize radiological, chemical, or biological contamination to reduce the risk of exposure.

Direct-reading dosimeter (DRD): a small ionization detection instrument that indicates radiation exposure directly and can be read in real time by the user. Also referred to as a “pocket dosimeter.”

Dose rate: the radiation dose delivered per unit of time, measured for example in rem per hour.

Dosimeter: a small portable instrument (such as a film badge, thermoluminescent dosimeter, or electronic dosimeter) used to measure and record the total accumulated personal dose of ionizing radiation.

Dosimetry: the theory and application of the principles and techniques involved in measuring and recording doses of ionizing radiation.

Drill: a coordinated, supervised activity usually employed to validate a specific operation or function in a single agency or organization. Drills are commonly used to provide training on new equipment, develop or validate new policies or procedures, or practice and maintain current skills.

Early site permit (ESP): a permit through which the NRC addresses site safety, environmental protection, and EP issues, in order to approve one or more proposed sites for a nuclear power facility, independent of a specific nuclear plant design or an application for a construction permit or COL. An ESP is valid for 10 to 20 years, but can be renewed for an additional 10 to 20 years.

Emergency action level (EAL): a pre-determined, site-specific, observable threshold for an initiating condition that, when met or exceeded, places the plant in a given ECL.

Emergency classification level (ECL): one of a set of names or titles established by the NRC for grouping off-normal events or conditions according to potential or actual effects or consequences and resulting onsite and offsite response actions. The four ECLs used for commercial NPPs, in ascending

order of severity, are: Notification of Unusual Event (NOUE), Alert, SAE, and GE.

Emergency operations center (EOC): a facility that is the primary base of emergency operations for an ORO in a radiological incident.

Emergency operations facility (EOF): a support facility for the management of overall licensee emergency response (including coordination with Federal, state, local, and tribal government officials), coordination of radiological and environmental assessments, and determination of recommended public protective actions.

Emergency planning zone (EPZ): as defined in 10 CFR 50.47(c)(2) (45 FR 55409, August 19, 1980) and 44 CFR 350.7(b) (48 FR 44338, September 28, 1983).

Emergency Response Data System (ERDS): a direct near real-time electronic data link between the licensee’s onsite computer system and the NRC Operations Center that provides for the automated transmission of a limited data set of selected plant parameters.

Emergency response network: generic term used to refer to communications systems, including hardwired and wireless telephone networks, broadcast and cable television, radios, mobile radios, satellite systems, and increasingly the Internet.

Emergency response organization (ERO): the personnel assigned to perform tasks and activities associated with implementation of a licensee’s emergency plan for coping with radiological incidents.

Emergency worker (offsite): individual who has an essential mission to protect the health and safety of the public who could be exposed to ionizing radiation from the plume or from its deposition. Emergency workers may or may not be individuals normally exposed to ionizing radiation as a part of their occupations. Ultimately, state and local authorities designate what categories of workers are classified as emergency workers. Emergency workers may include law enforcement personnel, radiation monitoring personnel, firefighters, health services personnel, emergency operations center personnel, and animal care specialists.

Environmental Protection Agency (EPA): the mission of the EPA is to protect human health and the environment. The EPA is responsible for coordinating Federal environmental response and cleanup for nuclear/radiological incidents.

Evacuation time estimate (ETE): a calculation of the time it would take to evacuate the public within the plume exposure pathway EPZ under emergency conditions.

Exclusion area: the area surrounding the reactor where the licensee has the authority to determine all activities, including exclusion or removal of personnel and property.

Exercise: an instrument to train for, assess, practice, and improve performance in prevention, protection, mitigation, response, and recovery capabilities. Exercises can be used for testing and validating policies, plans, procedures, training, equipment, and interagency agreements; clarifying and training personnel in roles and responsibilities; improving interagency coordination and communications; improving individual performance; identifying gaps in resources; and identifying opportunities for improvement.

Exposure rate: the rate of charge production from ionizing radiation per unit mass of air (e.g., the amount of gamma radiation that an individual would be exposed to in one hour as measured in air), commonly expressed in roentgens per hour (R/h) or milliroentgens per hour (mR/h).

Federal Emergency Management Agency (FEMA): the agency responsible for establishing Federal policies for and coordinating emergency planning, management, mitigation, and assistance functions of executive agencies. FEMA assists state, local, and tribal government agencies in their emergency planning. Its primary role is one of coordinating Federal, state, local, and tribal governments and volunteer response actions. FEMA is part of DHS.

Federal organization: an agency or department of the U.S. Federal Government, or its component(s), having a role in emergency planning and preparedness.

Field monitoring team (FMT): a group used to detect and monitor radiation in the environment (e.g., measure radiation levels in the air, water, vegetation, soil, etc.).

General Emergency (GE): an ECL indicating that events are in progress or have occurred which involve actual or imminent substantial core degradation or melting with potential for loss of containment integrity or hostile action that results in an actual loss of physical control of the facility. Releases can be reasonably expected to exceed EPA PAG exposure levels offsite for more than the immediate site area.

Hostile action: an act directed toward an NPP or its personnel that includes the use of violent force to destroy equipment, take hostages, and/or intimidate the licensee to achieve an end. This includes attack by air, land, or water using guns, explosives, projectiles, vehicles, or other devices used to deliver destructive force.

Implementing procedure: instructions that provide a detailed description, often including checklists, of the operations that are to be conducted by either a specific group of individuals or a designated position.

Ingestion exposure pathway: the principal exposure from this pathway would be from ingestion of contaminated water or foods. The duration of potential exposure could range in length from hours to months to even years.

Ingestion exposure pathway emergency planning zone: a geographic area, approximately 50 miles in radius, including and surrounding a commercial NPP, within which the health and safety of the general public could be adversely affected through the ingestion of water or food that has been contaminated through exposure to radiation, primarily from the deposition of radioisotopes after a radiological incident.

Initiating condition: a plant state or situation that indicates a radiological emergency, or event(s) that could lead to a radiological emergency, has occurred.

Institutionalized individual: a person who resides in an institution, such as a nursing home or correctional facility, who may need to depend on others for assistance with taking protective actions. An institutionalized individual may or may not have access and functional needs.

Joint information center (JIC): a location that facilitates operation of the JIS, where personnel with public information responsibilities perform critical emergency information functions, crisis communications, and public affairs functions.

Joint information system (JIS): a structured approach to organizing, integrating, and delivering information which ensures that timely, accurate, accessible, and consistent messages can be delivered across multiple jurisdictions and/or disciplines to the media, nongovernmental organizations, and the private sector. Critical supporting elements of the JIS include the plans, protocols, procedures, and structures used to provide public information.

Key skill: a capability necessary for implementing emergency response functions to protect public health and safety. For applicants/licensees, a listing of ERO key skills is provided in NSIR/DPR-ISG-01.

KI (potassium iodide): see potassium iodide.

Licensee: the utility or organization that has received from the NRC (1) a license to construct or operate a commercial NPP, (2) an ESP for a commercial NPP, (3) a combined license for a commercial NPP, or (4) any other NRC license that is now or may become subject to requirements for radiological emergency planning and preparedness activities.

Licensee ORO: an organization that develops plans for and would implement offsite emergency response activities and functions because state, local, and/or tribal government organizations have declined to participate in the REP Program. More information can be found in regulation under 10 CFR 50.47(c) and 44 CFR 352.

Local organization: a municipal, county, or regional government agency or office having a role in radiological emergency planning and preparedness, as defined in radiological emergency response plans.

Memorandum of understanding (MOU): a document that details the respective authorities and responsibilities of the signatory organizations for specified radiological emergency response planning, preparedness, or response.

Microcurie (μCi): one millionth part of a curie (see curie).

National Incident Management System (NIMS): a systematic, proactive approach to guide all levels of government, nongovernmental organizations, and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from the effects of incidents. NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the NPS. NIMS provides a consistent foundation for dealing with all incidents, ranging from daily occurrences to incidents requiring a coordinated Federal response.

National Preparedness Goal: doctrine describing what it means for the whole community to be prepared for the types of incidents that pose the greatest threat to the security of the Nation, including acts of terrorism and emergencies and disasters, regardless of cause. The goal itself is: “A secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk.”

National Preparedness System (NPS): an organized process to achieve the National Preparedness Goal of a secure and resilient Nation.

National Response Framework (NRF): the guiding principles, roles, and structures that enable all domestic incident response partners to prepare for and provide a unified national response to disasters and emergencies. It describes how the Federal government, states, tribal governments, communities, and private sector work together to coordinate a national response. The framework builds upon the scalable, flexible, and adaptable concepts identified in NIMS, which provides a template for managing incidents.

Non-participating organization: an ORO that is not involved in emergency planning and preparedness for incidents at a commercial NPP.

Notification of Unusual Event (NOUE): an ECL indicating that events are in progress or have occurred which indicate a potential degradation of the level of safety of the plant or indicate a security threat to facility protection. No releases of radioactive material requiring offsite response or monitoring are expected unless further degradation of safety systems occurs. This term is sometimes shortened to Unusual Event (UE) or other similar site-specific terminology. The terms Notification of Unusual Event, and Unusual Event, are used interchangeably.

NRC site team: NRC regional personnel who may be activated for onsite assessment and face-to-face coordination with licensee, state, local, and tribal governments, and Federal responders.

Nuclear Regulatory Commission (NRC): the Federal agency that regulates commercial NPPs and other uses of nuclear materials, such as in nuclear medicine, through licensing, inspection, and enforcement of its requirements.

NUREG-series publication: nonsensitive information related to the NRC's mission that does not contain regulatory requirements and is published in a formal agency series to ensure the "dissemination to the public of scientific and technical information relating to atomic energy..." as mandated by the Atomic Energy Act of 1954, as amended. Each publication bears an agency designator (NUREG number and sometimes a revision number).

Offsite: outside the boundaries of the OCA.

Offsite response organization (ORO): any state, local, or tribal governmental organization; private or voluntary organization; or licensee ORO formed when state, local, and/or tribal governments choose not to participate in the REP Program; that is responsible for carrying out emergency response functions during a radiological emergency.

Onsite: the OCA of a commercial NPP.

Operations support center (OSC): a licensee onsite emergency response facility that provides for maintenance and other support personnel to gather as a ready resource to support emergency response actions.

Owner controlled area (OCA): all areas contiguous to the commercial NPP that are owned or leased by the licensee (or by any of its associated business units) over which the licensee exercises control. The OCA is usually larger than, and encompasses, the exclusion area.

Permanent record dosimeter (PRD): a device designed to be worn by a single individual for the assessment of radiation dose from external sources of radiation and evaluated by a processor accredited by the National Voluntary Laboratory Accreditation Program or other accreditation program in accordance with the American National Standards Institute, Standard N13.11-2009, "Personal Dosimetry Performance - Criteria for Testing". Film badges, thermoluminescent dosimeters (TLDs), and optically stimulated luminescence dosimeters (OSLDs) are examples of PRDs.

Pet: a domesticated animal, such as a dog, cat, bird, rabbit, rodent, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes, can travel in commercial carriers, and can be housed in temporary facilities. Household pets do not include reptiles (except turtles), amphibians, fish, insects/arachnids, farm animals (including horses), and animals kept for racing purposes.

Plan: as used within this document, may refer to REP plans, response plans, emergency plans, emergency response plans, emergency operations plans, and all-hazards plans as they relate to radiological emergency response and preparedness in support of NPPs.

Planning standard: an emergency planning element or attribute that must be met in onsite and offsite emergency plans and preparedness programs. The planning standards are found in NRC regulations at 10 CFR 50.47 and FEMA regulations at 44 CFR 350.5.

Plume exposure pathway: a term describing the means by which whole body radiation exposure occurs as a result of immersion in a gaseous release of radioactive material. The principal exposure sources from this pathway are: (a) whole body external exposure to gamma radiation from the plume and from deposited materials, and (b) inhalation exposure from the passing radioactive plume. The duration of principal potential exposures could range in length from 30 minutes to days.

Plume exposure pathway emergency planning zone: a geographic area, approximately 10 miles in radius, including and surrounding a commercial NPP within which the health and safety of the general public could be adversely affected by direct whole body external exposure to gamma radiation from the plume and from deposited materials, as well as inhalation exposure from the passing radioactive plume during a radiological incident.

Post-plume phase: the period that includes response activities (such as limiting exposure from ingestion of contaminated food and water, relocation, reentry, and return) occurring after a radiological release has been terminated.

Potassium iodide (KI): a prophylactic compound containing a stable (i.e., non-radioactive) form of iodine that can be used effectively to block the uptake of radioactive iodine by the thyroid gland in a human being.

Precautionary protective actions: any preventive or emergency protective actions implemented without the verification of radionuclide measurements by field monitoring or laboratory analysis.

Principal organization: the nuclear utility (licensee) and any Federal, state, local, and tribal government agency, department, or executive office having a major or lead role in emergency planning and preparedness.

Private sector organization: an industry group or entity, volunteer group, quasi-governmental body, etc. having a role in emergency planning and preparedness.

Procedures: an organization's documented implementing instructions for managing its internal response to emergencies and coordinating its external response with other organizations. The term "procedures" as used in this document, includes implementing *procedures*, standard operating procedures, administrative procedures, maintenance procedures, and testing procedures.

Projected dose: the prediction of the dose that a population or individual could receive.

Protected area: the NPP area under continuous access monitoring and control by the licensee, and armed protection as described in the site security plan.

Protective action: an action taken to avoid or reduce projected dose. See also Protective measure.

Protective action decision (PAD): measures taken in anticipation of, or in response to, a release of radioactive material to the environment. The purpose of PADs is to provide dose savings by avoiding or minimizing the radiation exposure received by individuals, thereby minimizing the health risks resulting from radiation exposure. Sheltering and evacuation are the two PADs most often relied upon for limiting the direct exposure of the general public within the plume exposure pathway EPZ. Preventive and emergency PADs are two categories of PADs relied upon for limiting exposure from contaminated food and water in the ingestion exposure pathway EPZ.

Protective action guide (PAG): a projected dose to an individual in the general population that warrants the implementation of protective action.

Protective action recommendation (PAR): an advisement from an NPP licensee to state, local, and/or tribal government officials, or from state officials to other offsite officials, concerning emergency response measures that should be taken to protect the public from exposure to radiation.

Protective measure: an action taken in the event of a radiological emergency at, or related to, an NPP to protect the public from exposure to radiation.

Public information: information provided to the general public on a periodic basis concerning what they should know about radiation and how to respond to a radiological emergency. This would include topics such as educational information about radiation, who to contact for additional information, and what their actions should be in an actual emergency.

Radiation protection: the protection of people from the effects of exposure to ionizing radiation, and the means for achieving this.

Radioisotope: an unstable form of an element that decays or disintegrates spontaneously, emitting radiation. Approximately 5000 natural and artificial radioisotopes have been identified.

Radiological Emergency Preparedness (REP) exercise: an event involving organizational responses to a simulated commercial NPP incident with radiological consequences. The purpose of an exercise is to test the integrated capabilities of onsite and OROs to implement emergency functions set forth in their radiological emergency response plans/procedures.

Radiological Emergency Preparedness (REP) Program: refers to both FEMA and NRC programs that administer EP for commercial NPPs and surrounding areas and encompasses the plans, training, exercises, and resources necessary to prepare emergency response personnel to rapidly identify, evaluate, and respond to radiological emergencies.

Radioprotective drug: a chemical compound or substance serving to protect or aid in protecting against the injurious effects of radiation.

Reasonable assurance: a determination that NRC licensee or applicant onsite plans and state, local, and tribal government and utility offsite plans and preparedness are adequate to protect public health and safety in the emergency planning areas of a commercial NPP.

Reception/Relocation center: a pre-designated facility located outside the plume exposure pathway EPZ (at a minimum distance of 15 miles from the NPP) at which the evacuated public can register, receive radiation monitoring and decontamination, receive assistance in contacting others, receive

directions to congregate care centers, reunite with others, and receive general information. It generally refers to a facility where monitoring, decontamination, and registration of evacuees are conducted. A reception/relocation center is also referred to as a registration center or public registration and decontamination center.

Recovery: the process of reducing radiation exposure rates and concentrations of radioactive material in the environment to acceptable levels for return by the general public for unconditional occupancy or use after the emergency phase of a radiological emergency. More broadly, recovery is accomplished through the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

Re-entry: workers or members of the public going into relocation or radiological contaminated areas on a temporary basis under controlled conditions.

Regional Assistance Committee (RAC): a group of representatives from a number of Federal agencies that have agreed to assist the FEMA Region in providing technical assistance to OROs and to evaluate radiological emergency response plans/procedures and exercises on the basis of their special authorities, missions, and expertise.

Relocation: the removal or continued exclusion of people (households) from contaminated areas to avoid chronic radiation exposure.

Relocation center: see Reception/Relocation center.

Reoccupancy: the return of households and communities to relocation areas during the cleanup process, at radiation levels acceptable to the community.

Restricted area: any area to which access is controlled for the protection of individuals from exposure to radiation and radioactive materials.

Return: permanent resettlement in evacuation or relocation areas with no restrictions, based on acceptable environmental and public health conditions.

Service animal: any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the handler's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

Site Area Emergency (SAE): an ECL indicating that events are in progress or have occurred which involve an actual or likely major failure of plant functions needed for protection of the public or hostile action that results in intentional damage or malicious acts; (1) toward site personnel or equipment that could lead to the likely failure of or; (2) prevents effective access to equipment needed for the protection of the public. Any releases are not expected to result in exposure levels which exceed EPA PAG exposure levels beyond the site boundary.

Site boundary: the line beyond which the land or property is not owned, leased, or otherwise controlled by the licensee.

Spent fuel pool: a structure that provides onsite storage for spent nuclear fuel. These pools are robust constructions made of reinforced concrete several feet thick, with steel liners. The water is typically about 40 feet deep, and serves both to shield the radiation and cool the fuel rods.

State of emergency: a situation of national danger or disaster in which a government suspends normal constitutional procedures in order to regain control.

State organization: the state government agency or office having the principal or lead role in emergency planning and preparedness. This includes any state or commonwealth of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States.

Support organization: any organization, such as an agency, department, office, or local jurisdiction, having a supportive role to the principal or lead organization(s) in emergency planning and preparedness.

Technical support center (TSC): an onsite facility that provides plant management and technical support to the reactor operating personnel located in the control room during emergency conditions.

Threat and Hazard Identification and Risk Assessment (THIRA): a comprehensive guide to identifying and addressing risks and impacts through the whole community approach; this is a joint effort between Federal, state, local, and tribal governments, and territorial organizations.

Timely (timely manner): performing appropriate actions with a sense of urgency and without undue delay.

Transient person: a person who does not permanently reside in the plume exposure pathway EPZ, but may be present during an emergency.

Tribal government: a Federally-recognized American Indian and Alaska Native tribal government. A listing of Federally-recognized Indian tribal entities can be found in the Tribal Directory maintained on the U.S. Department of the Interior, Indian Affairs' webpage (www.bia.gov).

BIBLIOGRAPHIC DATA SHEET

(See instructions on the reverse)

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(Assigned by NRC, Add Vol., Supp., Rev.,
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Leads: Bill Eberst, Don Tailleart, Jonathan Fiske, Robert Kahler

Significant review and writing contributions were made by multiple teams of NRC and FEMA headquarters and regional staff.

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Same

10. SUPPLEMENTARY NOTES

11. ABSTRACT (200 words or less)

NUREG-0654/FEMA-REP-1 provides guidance on the 16 Planning Standards referenced in the NRC's regulations in section 50.47 of title 10 of the Code of Federal Regulations, and in FEMA's regulations at 44 CFR 350.5. Both agencies use these Planning Standards to evaluate the adequacy of emergency plans and preparedness of commercial nuclear power plant owners and operators, and state, local, and tribal governments located near commercial nuclear power plant sites.

This revision consolidates the four supplementary documents and one addendum that were issued subsequent to Revision 1, and provides updates and additional guidance reflective of over 35 years of improvements and lessons learned in the radiological emergency preparedness community.

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**NUREG-0654/FEMA-REP-1
Revision 2, Final**

**Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and
Preparedness in Support of Nuclear Power Plants**

December 2019

ATTACHMENT D

Points of Contact

The contact person for this agreement for PEMA shall be:

Tasha Cressler
Pennsylvania Emergency Management Agency
1310 Elmerton Avenue, Harrisburg, PA 17110

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

Brian Pasquale
Lancaster County Emergency Management Agency
Post Office Box 219, Manheim, Pennsylvania 17545-0219

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the District Attorney's Office, to approve the use of Drug Task Force Forfeiture funds to purchase five vehicles at a cost not to exceed \$130,000.00 within the next 90 days.

3/25/26

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the District Attorney's Office, to approve the title transfer of two vehicles from the South Central Task Force and a private donor, to the ownership of the County's Special Emergency Response Team (SERT) and add them to the County's insurance policy.

3/25/26

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

Reimbursement Application With: Administrative Office of Pennsylvania Courts
Harrisburg, PA

Purpose: To apply for reimbursement for 2025 Court
Interpreter Service costs.

Amount/Term: To be determined.
Deadline for submission is April 1, 2026.

Funding: 100% State funding.

3/25/26



2026 COURT INTERPRETER SERVICES GRANT
APPLICATION FOR 2025 LANGUAGE ACCESS REIMBURSABLE COSTS

County: Lancaster

Date: 3/11/2026

****When using the fillable form DO NOT enter "\$" or "," in the expense sections - they will automatically populate****

Applications must be submitted by April 1, 2026.

I. Courtroom Interpreting Services (In-Person and Video Remote)

Total direct cost, including expenses (mileage & other travel expenses), of in-person and video remote courtroom interpreting services provided during the 2025 calendar year: \$398,477.80 (A)

II. Telephone Interpreting Services

Total direct cost of telephone interpreting services utilized during the 2025 calendar year: \$10,058.38 (B)

III. Other Language Access Services

 Bilingual Signage \$548.55 Forms Translations Video Remote Interpreting Equipment
\$58.00 Other (specify below):

bilingual employee testing

Total direct cost of "other language access services" (sum of four figures in Section III): \$606.55 (C)

IV. TOTAL Reimbursement Requested for the County **A + B + C = TOTAL** \$409,142.73

I certify that the amount being requested for reimbursement is true and correct and that I am responsible for the records that will be required to be provided in the event of an audit.

President Judge: Leonard G. Brown, III Signature: [Signature]

For the county (e.g., county treasurer or commissioner, not DCA):

Name	Title	Signature

Please email the completed application to:
Marisa Lehr, Esquire – Coordinator, Court Access
LanguageAccess@pacourts.us

Application has been approved for payment by Coordinator for Court Access, AOPC:

Marisa Lehr	Coordinator for Court Access	
Name	Title	Signature

Questions concerning the completion of this form can be sent to

Supreme Court of Pennsylvania
ADMINISTRATIVE OFFICE OF PENNSYLVANIA COURTS
COURT INTERPRETER SERVICES GRANT
Policies and Procedures
2026

PURPOSE: The purpose of this grant is to assist the judicial districts in the provision of language access services to deaf and limited English proficient court users. It accomplishes that by providing state funds to help defray expenses in three categories: (1) court interpreters (in-person and remote), (2) telephone interpreting services and (3) other language access services, such as the production of language access materials that are provided to judicial district staff to assist deaf and limited English proficient court users; bilingual signage; equipment used for video remote interpretation; or translation of court documents.

BACKGROUND: Title VI of the federal Civil Rights Act of 1964 provides that “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”¹ Subsequent guidance provided by the federal Department of Justice has clarified that language access includes the provision of interpreting services, translated court forms, telephone interpreting, bilingual signage, and a number of other services designed to make all court programs accessible to limited English proficient court users. In addition, the Pennsylvania Interpreter Act, Act 172 of 2006, 42 Pa. C.S. § 4401, *et seq.*, and its related Unified Judicial System regulations require that interpreters be provided for deaf and limited English proficient court users. Rule 261 of the Pennsylvania Rules of Judicial Administration also requires that the court provide interpreters in all proceedings at no cost to the court user.

The grant's purpose is to defray some of the expense incurred by the Judiciary in complying with the above legal requirements. Funding for the grant is provided by the Commonwealth's general appropriation act for FY 2025-26.

CRITERIA FOR REIMBURSEMENT

I. Court Interpreting Services (in-person and remote)

Direct expenses associated with providing court interpreters in judicial proceedings in accordance with the district language access plans, Pennsylvania law and court rule are eligible for reimbursement. These include expenses for video remote interpreting for judicial proceedings conducted in accordance with Section 104 of

¹ In a 1974 case, *Lau v. Nichols*, the U.S. Supreme Court ruled that being limited English proficient is one aspect of national origin, and that recipients of federal funds must provide meaningful language access.

Supreme Court of Pennsylvania
ADMINISTRATIVE OFFICE OF PENNSYLVANIA COURTS
COURT INTERPRETER SERVICES GRANT
Policies and Procedures
2026

the Interpreter Regulations, 204 Pa. Code § 221.104 (regarding remote interpretation).

II. Telephone Interpreting Services

Judicial districts are also eligible for reimbursement for telephone interpreting expenses incurred to assist deaf and limited English proficient court users at the counter. Direct expenses incurred in providing telephone interpreting services in compliance with the regulations pursuant to the Interpreter Act are eligible for reimbursement.

III. Other Language Access Services

AOPC will also reimburse judicial districts for direct expenses incurred to provide language access services in compliance with their language access plan, including but not limited to language access materials that are provided to judicial district staff to assist deaf and limited English proficient court users; the use of CART (Computer Assisted Realtime Translation); bilingual signage; translation of court documents; or equipment purchased for video remote interpretation.

Video Remote Interpreting

To submit for reimbursement of video remote interpretation equipment, you must submit a detailed description of the item(s) and a copy of the receipt. Only items purchased specifically for video remote interpretation are reimbursable. Licenses for video platforms such as Zoom, Microsoft Teams, WebEx are not reimbursable under the grant.

PAYMENT CALCULATION: The reimbursements requested by the counties will be subject to reduction to ensure that a) no county is reimbursed for an amount in excess of 30% of the total amount appropriated, and b) the total amount requested for reimbursement by all counties does not exceed the amount appropriated. In the event that the total amount judicial districts are eligible to receive as evidenced by claims submitted is greater than the amount appropriated, each judicial district's grant will be proportionately reduced to bring the sum total within the amount appropriated.

REIMBURSEMENT PROCESS: Applications for reimbursement are to be submitted annually through the judicial district to AOPC as described below. In this process, both the president judge for each judicial district *and an appropriate county*

Supreme Court of Pennsylvania
ADMINISTRATIVE OFFICE OF PENNSYLVANIA COURTS
COURT INTERPRETER SERVICES GRANT
Policies and Procedures
2026

*official (e.g.: commissioner, treasurer)*² must sign an application, attached, for reimbursable costs. Applications must be submitted each year by April 1. Payment will be made by June 30. Reimbursement paid in any year will be for costs incurred in the prior calendar year.

After the close of the calendar year, expenses for each judicial district are to be separated into each of the reimbursement categories (court interpreting services, telephone interpreting services, and other language access services) on the attached form ("Application for Language Access Reimbursable Costs") provided by AOPC. Expenses listed in the application should equal the expenses listed in LADC.³

Applications are to be submitted to the Coordinator for Court Access at LanguageAccess@pacourts.us and are subject to periodic audit by the AOPC.

² A frequent question during the application process has been whether it would suffice to have a district court administrator sign the application. Because the grant reimbursement goes directly to the counties, rather than to the courts, we would like each application to be signed by the president judge for the court and a county official such a treasurer or commissioner for the county.

³ The judicial district's language access coordinator or his/her designee is responsible for inputting all requests for interpreters into the Language Access Data Collection (LADC) application. All judicial district entries into LADC will be reviewed by the AOPC Coordinator for Court Access, both to monitor provision of interpreters, and to support future funding requests at the state and local level.

Supreme Court of Pennsylvania
ADMINISTRATIVE OFFICE OF PENNSYLVANIA COURTS
COURT INTERPRETER SERVICES GRANT
Policies and Procedures
2026

- Overview of Timelines -

<u>Month</u>	<u>Action</u>
Monthly	Monitoring throughout the calendar year of provision of language access services via judicial district entries into LADC (Language Access Data Collection)
January/February	Review LADC entries for the prior calendar year by judicial district's language access coordinator and preparation of the application for certification by the president judge. Note: The LADC County Reports are accessible from the LADC Dashboard. There are several reports that you can use to get cost information: ○ Cost of Encounters by Type of Assistance ○ Encounters by Type of Encounter ○ Encounters Missing Expenses ○ Cost of Encounters by Case Type ○ Costs of Encounters by Interpreters
March	Submission to the county executive authority of the certified application for reimbursement of costs related to the prior calendar year.
April 1	Submission of the application to AOPC.
By June 30	Distribution of grant payments to the counties for costs incurred in the prior calendar year.

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed by the County of Lancaster, acting on behalf of the Prison, to approve a Memorandum of Understanding between Union Community Care (UCC) and PrimeCare Medical, Inc., to establish a referral process for inmates to access medical services with UCC upon release. This is a voluntary program for inmates who do not have a primary care physician and there is no cost with this agreement.

3/25/26

MEMORANDUM OF UNDERSTANDING – POST RELEASE CONTINUUM OF HEALTH CARE SERVICES

This Memorandum of Understanding (MOU) has been created and entered into on _____ Day of January 2026 by and between the following parties in relation to their request for Post Release Continuum of Health Care Services.

Lancaster County Prison (LCP), 625 East King Street, Lancaster PA 17602

Union Community Care (UCC), 454 New Holland Ave, Suite 300, Lancaster, PA 17602

PrimeCare Medical Inc. (PCM), 3940 Locust Lane, Harrisburg PA 17109

I. Statement of Cooperation

- A. Commitment to administering the program.
- B. Goals and standards of success in administering the program.
- C. Identification of staff position at the LCP, UCC, and PCM.

Union Community Care:

Jennifer Black, MS, PMP – *Chief Operating Officer*

Lancaster County Prison:

Joseph Shiffer – Deputy Warden of Inmate Services

– Director of Inmate Services

Ashley Kelly – Reentry Manager

PrimeCare Medical:

Brent W. Bavington, MBA, CCHP – President

II. Participant Eligibility

The population eligible to be assisted under this agreement are inmates within the Lancaster County Prison, meeting the following conditions:

- 1. Has completed all their LCP intake/assessment documentation in its entirety (security, treatment, medical intakes).
- 2. Requests to fill out the UCC application and associated forms and releases.
- 3. Has an interest in continuum of health care for post release services.

This is a voluntary program for those inmates who do not have a primary care physician (PCP) and is not intended to replace that association with whom they received care from prior to commitment to LCP.

III. LCP Treatment Services and PCM Responsibilities

Lancaster County Prison will assist with the prerelease UCC application services. Prison staff shall assist in the coordination of post release supportive services with other agencies as they are able for those inmates assisted through this program (transportation, housing, food, clothing, etc.). Inmates will not be required to participate in these or any other services offered through the UCC program if they are not interested.

- A. During the treatment intake, a Specialist from Lancaster County Prison shall provide inmates with an orientation to UnionCommunity Care (UCC) services available upon release. Inmates will receive the UCC flyer, as well as information regarding Whole Health and the Body, Mind, and Heart program. The Specialist will emphasize that participation in this program begins upon their release and does not replace the care they receive while incarcerated.
- B. The Specialist shall provide a comprehensive overview of the UCC application process and supply an informational sheet to the inmate regarding access to the UCC application on the inmate tablet. To begin the process, inmates must complete the following:
 - The UCC Health History Questionnaire.
 - Sign PCM's Authorization for Release of Health Information.
 - Sign PCM's Authorization for Release of Confidential Substance Use Disorder(SUD) Patient Records.
 - Sign the UCC Consent Form allowing the PCM medical department to release prisonmedical records to UCC.
 - The Inmate Services Specialist will scan and email the completed PCM and UCC release forms to UCC at , Ashley Garcia at Sarah Sample and Jen Disla at
 - The Inmate Services Specialist will flag the inmate's interest in the UCC program in the ATIMS Jail Management System.
 - PCM staff will place an alert in CorEMR upon receipt of the release forms to ensure propertracking and follow-up.
- C. The LCP Reentry staff will complete all follow-up activities, while incarcerated, within 1-2 weeks after inmate intake, which includes:
 - Run weekly UCC Flag report on ATIMS to verify if the inmate initiated the UCC process at intake.
 - Meet individually with each inmate to ensure they have completed the UCC Health History Questionnaire, answer any questions, and provide necessary assistance.
 - LCP, and the Reentry staff will be responsible for orienting inmates to the UCC program after the intake process is finalized. Inmates may opt into this program any time during their incarceration.
- D. The PCM charge nurse on duty will implement the following procedures to ensure the proper completion of UCC referrals:
 - Daily review of release lists provided by the LCP Records Department for any Union Community Care alerts in CorEMR.
 - Verify inmate medical files confirming all releases are documented.
 - Promptly email relevant records to UCC at
 - Obtain approval for a 14-day prescription for medical and psychiatric medications to be sent to the preferred pharmacy through email or verbal communication.

IV. Union Community Care Responsibilities

Union Community Care will be responsible for the following activities:

- A. Communicate directly with inmates upon their completion of the UCC application process.

- B. Actively collaborate with the Reentry team and Inmate Services staff for the following:
 - Notify LCP and PCM when an inmate has completed the UCC intake process
 - Update LCP on appointment reviews with our mutual clients (attend/not attend appointments). *Union Community Care will focus solely on the post-release aspects of healthcare continuum. They will not provide any input towards the health care of inmates during their incarceration at the Lancaster County Prison.*
- C. Collaborate with the Post-Release Reentry Team to establish an office space for additional post-release reentry case management through LCP staff.
- D. Proactively offer educational workshops for inmates nearing release, focusing on health literacy, access to healthcare services, and navigating the post-release medical system.
- E. Establish a referral network with local healthcare providers and community organizations to ensure comprehensive support for individuals transitioning back into the community.
- F. Conduct follow-up assessments with clients after their release to monitor their health needs and ensure proper access to ongoing care and resources.

V. Notices

- a. Any notice required to be given pursuant to this MOU shall be in writing, addressed to each party at the addresses noted below:

If to the County: Joseph Shiffer
 Lancaster County Prison
 625 East King Street
 Lancaster PA 17602

If to PrimeCare Medical:
 Todd W. Haskins
 Brent W. Bavington
 3940 Locust Lane
 Harrisburg PA 17109

If to Union Community Care:
 Jennifer Black
 454 New Holland Ave
 Suite 300,
 Lancaster, PA 17602

VI. INDEMNIFICATION.

- a.. Each party shall be responsible for its own actions and inactions related to its role in this MOU. In the event the actions or inactions of one party result in any claim being made against another party(ies) to this MOU, the responsible party shall indemnify, defend and hold harmless the other party(ies).

VII. Termination of MOU. Effect

- a. Any party shall have the right to terminate this MOU at any time and for any reason

its sole discretion; however, the terminating party will provide as much advance notice of said termination to the non-terminating parties as possible under the circumstances.

VIII. Jurisdiction

- a. This MOU is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania, or in the Federal Court for the Eastern District of Pennsylvania.

IX. Miscellaneous

- a. Entire Agreement. This MOU constitutes the entire agreement of the parties and there are no other understandings, oral or written, relating to the subject matter thereof.
- b. Severability. Should any part of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.
- c. Amendments. Any party may request changes to this MOU. Any changes, revisions, modifications, or amendments that are agreed upon by and between the parties shall be incorporated by written instrument, and effective when executed and signed by the parties hereto.
- d. Right to Know Law. This MOU shall not be confidential insofar as the County is a public agency subject to Pennsylvania's Right to Know Law.
- e. Sovereign Immunity. The County does not waive its sovereign immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring because of this MOU.

Signed By:

Alisa Jones

Executive Director, Union Community Care

Date

B. W. Bavington

President, Brent W. Bavington, PrimeCare Medical, Inc.

Date

3/11/26

Deputy Warden Joe Shiffer, Lancaster County Prison

Date

UCC Flow Outline DRAFT

1. At intake, inmate shall be oriented by Inmate Services staff to Union Community Care (UCC) Services they may opt into upon release. They will be provided the following, UCC Flyer, Whole Health, Body, Mind, and Heart. Stress to inmate that this program is initiated at release and does not replace care provided while incarcerated.
2. Inmate expresses interest in UCC services at intake, Specialist shall,
 - Discuss UCC application process in detail.
 - Provide information sheet to inmate describing where and how to access UCC application process on the inmate tablet to complete UCC Health History Questionnaire.
 - Inmate to sign PrimeCare Authorization for Release of Health Information and PrimeCare Authorization for Release of Confidential Substance Use Disorder (“SUD”) Patient Records.
 - Inmate to sign UCC Consent form allowing the LCP medical department to release prison medical records to UCC.
 - Specialist completing intake shall scan and email PCM and UCC releases to UCC at LOCTOP@unioncomcare.org and PCM attention Ashley Garcia
 - The Specialist completing intake shall also place a flag in ATIMS indicating interest in the UCC program.
 - Once PCM staff have received release forms, they will place an alert in Core.
3. All follow-ups shall be completed by LCP Reentry staff 1-2 weeks after intake.
 - Reentry staff shall run a UCC Flag report on ATIMS to determine if those inmate began the process at intake.
 - They will meet with each inmate to determine if they have completed the UCC Health History Questionnaire and offer any assistance to the inmate should they have questions.
 - Inmate may opt into the UCC program at any time during their stay at LCP.
 - Reentry staff shall be responsible for orienting any inmate to the UCC after the intake process has concluded.
4. Releases, the following steps shall be taken by the charge nurse on duty to ensure the UCC referral is completed.
 - PCM currently receives release lists from the LCP Records Department. These lists shall be reviewed daily for a UCC alert in CORE.
 - Review inmate file with UCC alerts and verify all releases are present
 - Fax/email relevant records to UCC at LOCTOP@unioncomcare.org or 717-???
 - Approved for medical and psych medication 14-day prescription to the preferred pharmacy via fax or verbally?

Whole health. Body, mind, and heart.

We look forward to partnering with you on your health journey!

Care for Everybody

We care for every person with or without insurance. We offer many different payment plans and programs that keep our services affordable. No one will ever be turned away for care if they can't pay.

Healthcare Services

- Medical Care
- Pregnancy Care
- Urgent Care
- Dental Care
- Social Support
- Prescription Medication Services
- Mental Health, Addiction Treatment Support, & Psychiatry

Lancaster locations

- *Lancaster Brightside*, 515 Hershey Ave.
- *Lancaster Downtown*, 304 N. Water St.
- *Lancaster Grandview Plaza*, 802 New Holland Ave., Suite 200
- *Lancaster SouthEast*, 625 S. Duke Street

We also have locations in **Denver, Lebanon,** and **New Holland.**

Connect with us:

LCPTOC@unioncomcare.org



PRIMECARE MEDICAL, INC.

AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION BY PRIMECARE MEDICAL, INC.

Patient Name: _____

SSN: _____

Address: _____

Date of Birth: _____

I hereby authorize **PrimeCare Medical, Inc.** at _____ (facility) to release copies of the portions of my health records described below to _____, for the following purposes: _____

Specific Information Covered by this Authorization

THE FOLLOWING INFORMATION IS SPECIALLY PROTECTED BY FEDERAL AND STATE LAWS. IF ANY OF THIS INFORMATION APPLIES TO YOU, PLEASE INDICATE ANY OR ALL OF THE INFORMATION YOU WOULD LIKE TO MAKE SUBJECT TO THIS AUTHORIZATION:

- () Alcohol/Drug Abuse Records **** Additional Form Required (H-RR2) ****
() Mental Health Records _____ Initials
() HIV Related Info. _____ Initials

- () Discharge Summary _____ Initials
() History/Physical Info. _____ Initials
() Laboratory Studies _____ Initials
() X-ray Reports _____ Initials
() Operative Reports _____ Initials
() Pathology Reports _____ Initials

Date(s) of Service and/or medical Information specific to this request: _____

This Authorization will expire one (1) year from the date that I sign it. I understand that I may revoke this Authorization, in writing, at any time. I also understand that my revocation of this Authorization will not impact any action taken in reliance on this Authorization prior to PrimeCare Medical's receipt of my written revocation.

I understand that my treatment may not be conditioned on my agreement to sign this Authorization. I also understand that information used or disclosed pursuant to this Authorization may be subject to re-disclosure by the persons listed above and may no longer be protected.

I understand the nature of this Authorization.

Patient Signature

Date

If the above signatory is a personal representative, their legal relationship to the patient/client is: _____

Signature of staff person obtaining authorization: _____

If this Authorization authorizes the release of Mental Health Records or HIV-related information, the following statement must be included with the information being released:

This information has been disclosed to you from records whose confidentiality is protected by Federal and State laws. These laws prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written authorization of the patient to whom it pertains or is otherwise permitted by law. A general authorization for the release of medical or other information is not sufficient for this purpose.

PRIME CARE MEDICAL, INC.

AUTHORIZATION FOR RELEASE OF CONFIDENTIAL SUBSTANCE USE DISORDER ("SUD") PATIENT RECORDS BY PRIMECARE MEDICAL, INC.

Patient Name: _____

SSN: _____

Address: _____

Date of Birth: _____

I hereby authorize **PrimeCare Medical, Inc.** at _____ (facility) to
disclose the following information relevant to my treatment and case management plan (*initial*):

____ Course and results of treatment
____ Attendance in treatment
____ Substance use history
____ Diagnostic summary and diagnosis
____ Medical history / treatment
____ Drug / Alcohol test results
____ Biopsychosocial assessments
____ Evaluations and recommendations
____ Other: _____

____ Treatment plans
____ Disciplinary records
____ Legal history
____ Discharge summary
____ Social / Family history
____ Eligibility
____ Psychiatric Evaluation / Treatment
____ Verbal Exchange of information

To (*select one*):

____ Individual(s): _____

____ Entity **with** a treating provider relationship* (name and address of entity) _____

____ Entity **without** a treating provider relationship: To the following participants of

____ :
[name and address of receiving entity]:

____ and/or
[name of individual participant(s) recipient in entity];

[name of entity participant(s) in recipient entity, *but only if the entity participant has a treating provider relationship* with the patient].

Purpose(s) of disclosure [describe; be as specific as possible]: _____

* A "treating provider relationship" exists when a patient receives, agrees to receive, or is legally required to receive diagnosis, evaluation, treatment, or consultation, for any condition, from an individual or entity who undertakes or agrees to undertake that diagnosis, evaluation, treatment, or consultation. An in-person encounter is not required for a treating provider relationship to exist.

I understand that my substance use disorder records are protected under federal law, including the federal regulations governing the confidentiality of substance use disorder patient records, 42 CFR Part 2, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR Parts 160 and 164, and cannot be disclosed without my written consent unless otherwise provided for by the regulations.

I understand that I may revoke this authorization at any time except to the extent that action has been taken in reliance on it. Unless I revoke my consent earlier, this consent will expire automatically one (1) year from the date that I sign it, or 30 days post-termination of services. I also understand that my revocation of this Authorization will not impact any action taken in reliance on this Authorization prior to PrimeCare Medical's receipt of my written revocation.

I understand that my treatment may not be conditioned on my agreement to sign this Authorization. I also understand that information used or disclosed pursuant to this Authorization may be subject to re-disclosure by the persons listed above and may no longer be protected.

I understand that I have the right to receive a list of entities to which my patient identifying Part 2 information has been disclosed; all requests must be submitted in writing. _____ (initial)

I understand the nature of this Authorization. I have signed this Authorization voluntarily.

I understand I have the ability to obtain a copy of this form upon release.

Patient Signature

Date

If the above signatory is a personal representative, their legal relationship to the patient/client is:

Signature of staff person obtaining authorization: _____
Staff name: _____

Date revoked: _____ **Staff initials:** _____

Notice to Recipient:

This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR part 2). The federal rules prohibit you from making any further disclosure of information in this record that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (see § 2.31). The federal rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at §§ 2.12(c)(5) and 2.65.

In addition to the above, the records from which this information has been disclosed are protected by other applicable Federal and State laws which prohibit you from making any further disclosure of this information unless expressly permitted by the written authorization of the patient or is otherwise permitted by law.

Health History Questionnaire

Are you currently diagnosed or have you ever been diagnosed in the past with any of the following medical problems? Please circle Yes or No.

ADD/ADHD	Yes	No	Gout	Yes	No
AIDS/HIV	Yes	No	Head Injury/Concussion	Yes	No
Abuse/Domestic Violence	Yes	No	Headaches	Yes	No
Anemia	Yes	No	Heart Problems	Yes	No
Anesthesia Complications	Yes	No	Hepatitis	Yes	No
Anxiety Disorder	Yes	No	High Cholesterol	Yes	No
Asthma	Yes	No	Hypertension	Yes	No
Birth Defects/Inherited Disease	Yes	No	Infertility	Yes	No
Bladder or Kidney Problems	Yes	No	Kidney Stones	Yes	No
Blood Transfusion	Yes	No	Liver Disease	Yes	No
COPD	Yes	No	Lung Disease	Yes	No
Cancer	Yes	No	Mental Illness	Yes	No
Chicken Pox	Yes	No	Pre-Eclampsia	Yes	No
Congestive Heart Failure	Yes	No	Pulmonary Embolism	Yes	No
Coronary Artery Disease	Yes	No	Seizures/Epilepsy	Yes	No
Depression	Yes	No	Stroke	Yes	No
Diabetes	Yes	No	Thyroid Disease	Yes	No
Ear or Hearing Problems	Yes	No	Tuberculosis	Yes	No
Glaucoma	Yes	No	Other Illness not listed	Yes	No

Last Pap Smear _____

Last Mammogram _____

Last Colonoscopy _____

Last Tetanus Shot _____

Do you currently smoke? Yes No

If Yes, how many packs per day? _____

Have you smoked in the past? Yes No

If Yes, what year did you quit? _____

Please list any **surgeries** that you have had performed along with the date/year if available:

Does anyone in your **family** have any of the following problems? If yes, please indicate which family member is diagnosed with the medical condition.

Diabetes	Yes	No	_____
High Blood Pressure	Yes	No	_____
Heart Disease/Heart Attack	Yes	No	_____
Cancer	Yes	No	_____
Thyroid Problems	Yes	No	_____
Blood clotting disorder	Yes	No	_____

Stroke/CVA Yes No _____
Other: _____ Yes No _____

Social needs screening tool

We ask everyone to better understand any needs that affect your health and to offer help if you want it.

Family & Housing

What is your housing situation today?

☐ I have housing

☐ I do not have housing (staying with others, in a hotel, in a shelter, living outside on the street, on a beach, in a car, or in a park)

☐ I choose not to answer this question

In the past year, have you or any family members you live with been unable to get any of the following when it was really need? Select all that apply

Food

☐ Yes ☐ No ☐ I choose not to answer this question

Utilities

☐ Yes ☐ No ☐ I choose not to answer this question

Clothing

☐ Yes ☐ No ☐ I choose not to answer this question

Childcare

☐ Yes ☐ No ☐ I choose not to answer this question

Medicine or any Health Care (Medical, Dental, mental Health, Vision)

☐ Yes ☐ No ☐ I choose not to answer this question

Phone

☐ Yes ☐ No ☐ I choose not to answer this question

Other Necessities

Please document the other necessities in the notes field at the bottom of this screening questionnaire.

☐ Yes ☐ No ☐ I choose not to answer this question

Lancaster County Prison Health Care

CONSENT FORM



Lancaster County Prison (LCP) partners with Union Community Care to offer transitions of medical care. Completion of this consent for treatment form (the "Consent Form") is required for your prison medical records to be released to Union Community Care.

Patient Information			
Last Name: _____		First Name: _____	
		Pronouns: ☐ He/Him ☐ She/Her ☐ They/Them ☐ Other _____	
Date of Birth: _____		Preferred Name: _____	
		What sex is on your birth certificate? ☐ Male ☐ Female	
Home Address: _____		Gender Identity: ☐ Male ☐ Female ☐ Non-Binary	
State: _____ Zip Code: _____ City: _____		Phone Number: _____	
Do you have a Primary Care Provider/Physician (PCP)? If yes, Who/What Practice? _____			
Patient Insurance Information			
Do you have insurance (please X box)? ☐ Yes or ☐ No			
Name of Insurance Company: _____		Subscriber's Name: _____	
Group Number: _____		Subscriber ID: _____	
Emergency Contact Information			
Name: _____		Relationship: _____	
Phone Number: _____		May we leave a message? (please X box): ☐ Yes or ☐ No	
Patient Medical History (please X all that apply)			
☐ Asthma	☐ Sickle Cell Disease	☐ Lung Disease	☐ Glasses/Contacts
☐ Seasonal Allergies	☐ Other Blood Disorder _____	☐ Migraines	☐ Hearing Aids
☐ Diabetes	☐ Kidney/Renal Disease	☐ Seizures	☐ Other (please explain): _____
☐ Cancer/Leukemia	☐ Heart Disease	☐ Mental/Behavioral Health Disorder	
Patient Current Medications (inhalers, prescriptions, other)			
Name of Medication			
Would you like to use the Union Pharmacy, with medications delivered to the School-Based Health Center?			
☐ Yes or ☐ No			
Allergies to medicine?			
☐ YES – Please list below:			☐ NO KNOWN MEDICATION ALLERGIES

Patient Hospital/Surgery History			
Past Hospital Stays : ☐ Yes or ☐ No		Explain:	
Past Surgeries: ☐ Yes or ☐ No		Explain:	
ER visits in past year: ☐ Yes or ☐ No		How many:	
Family Medical History (please X all that apply) and list applicable family member (parent, grandparent, sibling)			
☐ Anemia		☐ High Blood Pressure	
☐ Sickle Cell		☐ Asthma	
☐ Headaches		☐ Stroke	
☐ Diabetes		☐ Alcohol / Drug Abuse	
☐ AIDS/HIV		☐ Cancer	
☐ Arthritis		☐ High Cholesterol	
☐ Heart Disease		☐ Seizures	
☐ Mental Health Issues		☐ Tuberculosis/TB	
☐ Other (please list)			

Agreement of Financial Responsibility

Union Community Care charges fees for the healthcare services we provide, but there are many different payment plans and programs that keep our services affordable. We care for all patients with no insurance, some insurance, commercial insurance, Medical Assistance, or Medicare. No one will ever be turned away for care if they can't pay.

Signature of Patient: _____

Print Name of Patient: _____

***This consent form is effective for one year from the date of signature.
History and consent forms must be submitted annually.*

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Sheriff's Office, to approve the following:

Amended Agreement with:

Axon Enterprise, Inc.
Scottsdale, AZ

Purpose:

To amend the dates in the taser contract from July 15, 2025 to July 14, 2030 due to delayed delivery of the product.

All other terms of the agreement approved on August 14, 2024 remain unchanged.

3/25/26



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-775940-46048LH

Issued: 01/26/2026

Quote Expiration:

Estimated Contract Start Date: 07/15/2025

Account Number: 205137

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Lancaster County Sheriff's Office - PA 50 N Duke St Lancaster, PA 17602-2805 USA	Lancaster County Sheriff's Office - PA 50 N Duke St Lancaster PA 17602-2805 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Andrew Malherek	David Bolton

Quote Summary

Program Length	60 Months
TOTAL COST	\$299,250.00
ESTIMATED TOTAL W/ TAX	\$299,250.00

Discount Summary

Average Savings Per Year	\$10,023.64
TOTAL SAVINGS	\$50,118.21

Payment Summary

Date	Subtotal	Tax	Total
Jun 2025	\$60,782.78	\$0.00	\$60,782.78
Jun 2026	\$56,156.66	\$0.00	\$56,156.66
Jun 2027	\$58,402.92	\$0.00	\$58,402.92
Jun 2028	\$60,739.04	\$0.00	\$60,739.04
Jun 2029	\$63,168.60	\$0.00	\$63,168.60
Total	\$299,250.00	\$0.00	\$299,250.00

Quote Unbundled Price: **\$349,362.00**
 Quote List Price: **\$299,250.00**
 Quote Subtotal: **\$299,250.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	60	60	\$95.16	\$81.24	\$81.24	\$292,464.00	\$0.00	\$292,464.00
A la Carte Services									
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,786.00	\$6,786.00	\$6,786.00	\$0.00	\$6,786.00
Total							\$299,250.00	\$0.00	\$299,250.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	60	2	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	60	1	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	2	1	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	1	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	360	1	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	55	1	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	5	1	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	11	1	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	60	1	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	06/15/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	06/15/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	480	1	06/15/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	06/15/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	480	1	06/15/2027

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	06/15/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	480	1	06/15/2028
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	06/15/2029
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	480	1	06/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	60	07/15/2025	07/14/2030
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	60	07/15/2025	07/14/2030
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	07/15/2025	07/14/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	60
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	60	06/15/2026	07/14/2030
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	06/15/2026	07/14/2030
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	60	06/15/2026	07/14/2030
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	06/15/2026	07/14/2030
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	11	06/15/2026	07/14/2030
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	06/15/2026	07/14/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	50 N Duke St	Lancaster	PA	17602-2805	USA
2	50 N Duke St	Lancaster	PA	17602-2805	USA

Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront PSO	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$6,786.00	\$0.00	\$6,786.00
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	60	\$53,996.78	\$0.00	\$53,996.78
Total				\$60,782.78	\$0.00	\$60,782.78

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	60	\$56,156.66	\$0.00	\$56,156.66
Total				\$56,156.66	\$0.00	\$56,156.66

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	60	\$58,402.92	\$0.00	\$58,402.92
Total				\$58,402.92	\$0.00	\$58,402.92

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	60	\$60,739.04	\$0.00	\$60,739.04
Total				\$60,739.04	\$0.00	\$60,739.04

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	60	\$63,168.60	\$0.00	\$63,168.60
Total				\$63,168.60	\$0.00	\$63,168.60

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signed by:
Robert E. Driscoll, Jr.
55DAEBB131A4424

Robert E. Driscoll, Jr., Deputy General Counsel

2/16/2026 | 11:10 AM MST

Date Signed

Date Signed

Date Signed

Date Signed

1/26/2026





Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85256
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-514206-45369.641AM

Issued: 03/18/2024

Quote Expiration: 09/01/2024

Estimated Contract Start Date: 02/01/2025

Account Number: 205137

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Lancaster County Sheriff's Office - PA 50 N Duke St Lancaster, PA 17602-2805 USA	Lancaster County Sheriff's Office - PA 50 N Duke St Lancaster PA 17602-2805 USA Email:	Andrew Malherek	David Bolton

Quote Summary

Program Length	60 Months
TOTAL COST	\$299,250.00
ESTIMATED TOTAL W/ TAX	\$299,250.00

Discount Summary

Average Savings Per Year	\$10,022.40
TOTAL SAVINGS	\$50,112.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$60,782.78	\$0.00	\$60,782.78
Jan 2026	\$56,156.66	\$0.00	\$56,156.66
Jan 2027	\$58,402.92	\$0.00	\$58,402.92
Jan 2028	\$60,739.04	\$0.00	\$60,739.04
Jan 2029	\$53,168.60	\$0.00	\$53,168.60
Total	\$299,250.00	\$0.00	\$299,250.00

Quote Unbundled Price:	\$349,362.00
Quote List Price:	\$299,250.00
Quote Subtotal:	\$299,250.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	60	60	\$95.16	\$81.24	\$81.24	\$292,464.00	\$0.00	\$292,464.00
A la Carte Services									
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR CCOURSE	1			\$6,786.00	\$6,786.00	\$6,786.00	\$0.00	\$6,786.00
Total							\$299,250.00	\$0.00	\$299,250.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	60	2	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	60		01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	2		01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4		01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3		01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	30		01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200		01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	360		01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	300		01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARI AND HOLSTER - RH	55		01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100613	AXON TASER 10 - SAFARI AND HOLSTER - LH	5		01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1		01/01/2025
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	60		01/01/2025
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	2		01/01/2025
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	11		01/01/2025
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1		01/01/2025
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1		01/01/2025
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1		01/01/2025
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1		01/01/2025
BUNDLE - TASER 10 CERTIFICATION	80080	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1		01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	180		01/01/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	480		01/01/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	180		01/01/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	480		01/01/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	180		01/01/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	480		01/01/2028
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	180		01/01/2029
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	480		01/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	60	02/01/2025	01/31/2030
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	60	02/01/2025	01/31/2030
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/01/2025	01/31/2030

Services

Bundle	Item	Description	QTY
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Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	60
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ONDEMAND CERTIFICATION	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	60	01/01/2026	01/31/2030
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	01/01/2026	01/31/2030
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	60	01/01/2026	01/31/2030
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	2	01/01/2026	01/31/2030
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	11	01/01/2026	01/31/2030
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	01/01/2026	01/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
	50 N Duke St	Lancaster	PA	1 7602-2805	USA
2	50 N Duke St	Lancaster	PA	17602-2805	USA

Payment Details

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront PSO	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$6,786.00	\$0.00	\$6,786.00
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	60	\$53,996.78	\$0.00	\$53,996.78
Total				\$60,782.78	\$0.00	\$60,782.78

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	60	\$56,156.66	\$0.00	\$56,156.66
Total				\$56,156.66	\$0.00	\$56,156.66

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	60	\$58,402.92	\$0.00	\$58,402.92
Total				\$58,402.92	\$0.00	\$58,402.92

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	60	\$60,739.04	\$0.00	\$60,739.04
Total				\$60,739.04	\$0.00	\$60,739.04

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	60	\$63,168.60	\$0.00	\$63,168.60
Total				\$63,168.60	\$0.00	\$63,168.60

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc, Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

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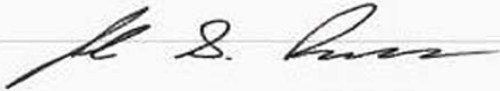
DocuSigned by:


550AEEB131A4424...

Robert E. Driscoll, Jr., Deputy General Counsel

7/16/2024 | 1:51 PM MST

Date Signed



Joshua Parsons - Chairman

8/14/2024

Date Signed



Ray D'Agostino - Vice Chairman

8/14/2024

Date Signed



Alice Yoder - Commissioner

8/14/2024

Date Signed

3/18/2024



On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of Behavioral Health and Developmental Services (BHDS), to approve the following:

Amended Agreement With:

Friendship Community, Inc.
Lititz, PA

Purpose:

To increase the amount of the contract to reflect actual utilization.

Friendship Community, Inc. provides residential services to individuals diagnosed with Intellectual and/or developmental disabilities.

Amount/Term:

\$258,268.31 for the period July 1, 2025 through June 30, 2026.

Increase of \$20,492.91, 8.62%.

Funding:

Human Services Block Grant.

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

Grant Renewal Agreement
With:

Pennsylvania Department of Human Services
Harrisburg, PA

and

Pennsylvania Department of Aging
Harrisburg, PA

Purpose:

To provide Medical Assistance Information and Referral services, and act as the financial management/pass through of grant funds to support the regional Aging and Disability Resource Center (ADRC)/PA Link Program.

Amount/Term:

\$197,158.00 for the period October 1, 2025 through June 30, 2026.

Funding:

Federal funding.

TITLE XIX GRANT AGREEMENT

This Title XIX grant agreement is between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Departments of Human Services ("DHS"), with its principal offices located at 625 Forster Street, Harrisburg, PA 17120, and the Pennsylvania Department of Aging ("PDA"), with its principal offices located at 555 Walnut Street, 5th Floor, Harrisburg, PA 17101, (collectively referred to as "Grantors"), and Lancaster County Office of Aging ("Grantee"), with its principal offices located at P.O. Box 83480 Lancaster, PA 17608-3480.

PDA is the designated State Unit on Aging under the Older Americans Act, responsible for, among other things, developing and administering services and programs for adults aged 60 and older in the Commonwealth. In accordance with 71 P.S. § 581-3(a)(3), PDA provides these services and programs through area agencies on aging ("AAAs") and other appropriate agencies, organizations, and institutions authorized in accordance with the Older Americans Act of 1965 ("OAA"), related federal laws, and applicable state laws.

DHS is the single state agency responsible for the administration of the Medicaid program in the Commonwealth, pursuant to Article IV of the Human Services Code, Act of June 13, 1967, P.L. 31, as amended (62 P.S. § 401). The Medicaid program in the Commonwealth is known as the Medical Assistance ("MA") Program.

Under Act 70 and the OAA, the Grantee is the AAA authorized to administer services and programs for older adults on behalf of the Department in Lancaster County.

Grantors wish to set forth the terms and conditions under which they award Title XIX funding to the Grantee.

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

1. Grant Award.

a. Initial Grant Award. Subject to the terms and conditions of this agreement and the availability of funds, the Grantors grant up to \$197,158 in Title XIX grant funds for state fiscal year ("SFY") 2025-2026 ("Initial Grant Award") to the Grantee to support the provision of the program services set forth in Exhibit A ("Work Statement"). The Grantee shall utilize the grant funds solely to provide the program services set forth in the Work Statement in accordance with the budget set forth in Exhibit B ("Budget") during the Initial Period of Performance, as defined in section 5(a).

b. Subsequent Grant Awards. Subject to the terms and conditions of this agreement and the availability of sufficient funds, the Grantors may award additional Title XIX grant funds to the Grantee for subsequent SFYs ("Subsequent Grant Awards") during the term of this agreement. If the Grantors make a Subsequent Grant Award, PDA shall provide written notice of the Subsequent Grant Award to the Grantee, without the need to amend this agreement. PDA shall require the Grantee to submit a proposed budget for the applicable SFY consistent with the notice of Subsequent Grant Award. Upon PDA's approval, the budget for the subsequent SFY will be incorporated into this agreement as an attachment to the Budget, without the need to amend this agreement. Any Subsequent Grant

Award is subject to the approval of the Governor's Office of the Budget, Comptroller's Operations Office. The Grantee shall utilize any grant funds awarded for a subsequent SFY solely to provide the services set forth in the Work Statement in accordance with the applicable attachment to the Budget during the applicable Subsequent Period of Performance, as defined in section 5(b).

2. Award Modifications. The Grantors may increase or decrease the amount of the Grant Award or any Subsequent Grant Award by providing written notice of award modification to the Grantee without the need to amend this agreement. The Grantors may require the Grantee to submit a revised budget consistent with the award modification. Upon the Grantors' approval, the revised budget will replace the Budget set forth in Exhibit B, without the need to amend this agreement. Award modifications that increase the amount of the Grant Award or any Subsequent Grant Award are subject to the approval of the Governor's Office of the Budget, Comptroller's Operations Office.

3. Budget Adjustments. The parties may adjust the dollar amounts of specific categories within the Budget or any attachment to the Budget ("Budget Adjustments") without the need to amend this agreement if the Budget Adjustments do not increase the Initial Grant Award or the Subsequent Grant Award. The Grantee shall submit any proposed Budget Adjustments to PDA for review and approval. PDA shall consult with DHS prior to approving any proposed Budget Adjustments. Budget Adjustments will not be effective until they have been approved by PDA in writing.

4. Term. The term of this agreement will commence on the date of the last Commonwealth signature and will remain in effect until June 30, 2030 ("Term"), unless sooner terminated in accordance with section 25. This agreement is not binding in any way, nor will the Commonwealth, DHS, or PDA be legally bound, until this agreement has been fully executed and the Grantee has received a fully executed copy.

5. Period of Performance.

a. Initial Period of Performance. The initial period of performance for this agreement will commence on October 1, 2025, and end on June 30, 2026, ("Initial Period of Performance"). PDA may extend the Period of Performance by providing written notice of extension, without the need to amend this agreement, so long as the extension of the Initial Period of Performance does not exceed the Term.

b. Subsequent Period of Performance. If the Department makes a subsequent grant award in accordance with section 1(b), the period of performance for any subsequent award will commence on July 1 of the applicable SFY and end on June 30 of the same SFY ("Subsequent Performance Period"). The Department may extend a Subsequent Performance Period by providing written notice of extension, without the need to amend this agreement, so long as the extension of the Subsequent Performance Period does not exceed the Term.

6. Extension of Term. PDA may extend the Term for up to 90 days by providing written notice of extension to the Grantee, without the need to amend this agreement. Any extension of the Term in excess of 90 days must be accomplished through a formal amendment to this agreement.

7. Reporting Requirements. The Grantee shall submit program and financial reports as required by PDA, DHS, or both on the time schedule(s) established by the applicable Grantor and via the requisite submission system identified by the applicable Grantor.

8. Disbursement of Grant Award.

a. *Expenditure Report.* Upon the full execution of this agreement, and each month thereafter, the Grantee shall submit to PDA an expenditure report that sets forth the costs and expenditures the Grantee incurred providing the program service set forth in the Work Statement during the reporting period. The Grantee shall submit each expenditure report in accordance with the Payment Provisions set forth in Exhibit C (“Payment Provisions”).

b. *Payment.* Upon PDA’s review and approval of an expenditure report, PDA shall reimburse the Grantee in accordance with the Payment Provisions.

c. *Withholding of Payment.* PDA may withhold any payment if PDA determines, in its sole discretion, that the Grantee has failed to fulfill its obligations under any previous grant agreement or another contract between the parties. Upon the Grantee's fulfillment of its obligations under the prior agreement or contract, PDA shall initiate the disbursement of the applicable payment.

9. Return of Unused Grant Funds. If the Grantee fails to expend all of the grant funds that it received during the Initial Period of Performance or the applicable Subsequent Period of Performance, the Grantee shall return the unused funds to PDA on or before September 30 of the applicable year, in accordance with 12 Pa. Code § 131.83. The Grantee shall return the unused grant funds via a check made payable to the “Pennsylvania Department of Aging.”

10. Program Guidelines. The Grantee shall administer the program and services in accordance with the guidelines set forth in the Statement of Work.

11. Commonwealth Standard Terms and Conditions. The Grantee shall comply with the Commonwealth’s Standard Terms and Conditions, Grant Version (Revised – 10/1/2023) set forth in Exhibit D.

12. Federal Terms and Conditions. The Grantee shall comply with the Federal Terms and Conditions set forth in Exhibit E.

13. Compliance with Applicable Law. The Grantee shall comply with all applicable federal, state, and local laws, regulations, policies, or directives applicable to the Grantee's activities under this agreement. 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.

14. General Compliance Monitoring. Upon PDA's written request, the Grantee shall provide all records, information, and other documentation requested by PDA. If PDA determines that the Grantee has failed to comply with the provisions of this agreement, PDA shall provide a written notice of non-compliance to the Grantee. PDA may publish Grantee monitoring results on its website.

15. No Department Liability. PDA shall not be liable for any claims, damages, or liability arising out of, or related to, the Grantee's activities, programs, or services funded, in whole or in part, under to this agreement. Nothing in this agreement may be construed to waive or otherwise affect the sovereign immunity of the Commonwealth or its agencies.

16. Maintenance of Records. Utilizing accepted procedures, the Grantee shall maintain, at its principal offices or place of business, complete and accurate records, including documents, correspondence, and other evidence pertaining to costs and expenses incurred by the Grantee under this agreement, and reflecting all matters and activities covered by this agreement. The Grantee shall maintain all records for a period of three years from the expiration or termination date of this agreement, except in those cases where unresolved audit claims or questions may require the Grantee to continue to maintain some or all records until the claim or question is finally resolved, or where otherwise required by statute or regulation.

17. Audit Rights. At any time during normal business hours and as often as PDA requires, the Grantee shall make all records related to this agreement available for inspection by PDA, Office of the Budget, Office of State Inspector General, Department of the Auditor General, Office of Attorney General, or their authorized representative(s) to audit, examine, and make copies of these records.

18. Offset, Withhold, and Recoup. At any time, PDA may offset, withhold, or recoup grant funds or payments for costs and expenses if PDA determines that the Grantee has breached a term of this agreement or an expenditure is or was not eligible, proper, or allowable under this agreement. The Grantee shall return grant funds in accordance with any recoupment instruction provided by PDA. These rights and remedies are in addition to those that PDA may have under law, statute, regulation, or otherwise.

19. Temporary Suspension.

a. *Grounds for Suspension.* PDA may temporarily suspend this agreement for Grantee's material non-compliance with a requirement of this agreement, chronic non-compliance with any requirement, violations of applicable law, audit exceptions, misuse of grant funds, malfeasance, or criminal activity.

b. *Notice of Suspension.* PDA shall provide a written notice of suspension to the Grantee. The notice must set forth the effective date of the suspension and identify the reason(s) for the suspension.

c. *Effect of Suspension.* During the period of suspension, the Grantee shall suspend its administration of the program services identified by PDA and shall not expend any grant funds in its possession allocated for those suspended program services. PDA shall not reimburse the Grantee for costs or expenses incurred by the Grantee during the period of suspension. PDA shall reimburse the Grantee for any allowable costs or expenses incurred by the Grantee prior to the effective date of the suspension.

d. *Grantee Obligations During Suspension.* The Grantee shall cure all deficiencies identified in the notice of suspension to PDA's satisfaction. The Grantee may not recommence its administration of program services funded under this agreement until PDA, at its discretion, reinstates this agreement by written notice following the suspension.

20. Termination.

a. *Termination for Convenience.* PDA may terminate this agreement at any time for its convenience by providing written notice of termination to the Grantee. The termination will be effective on the date set forth in the notice. The Grantee shall return all unused grant funds, and any interest earned on those funds, to PDA no later than 30 calendar days after the effective date of the termination.

b. *Non-Appropriation.* If the Term exceeds one year and funds are not appropriated or otherwise made available to PDA to support the Program in a subsequent year, PDA may terminate this agreement by providing written notice of termination to the Grantee. The termination will be effective on the date set forth in PDA's notice. The Grantee shall return all unused grant funds, and any interest earned on those funds, to PDA no later than 30 calendar days after the effective date of the termination.

c. *Termination for Cause.* PDA may terminate this agreement for cause by providing written notice of termination to the Grantee. The termination will be effective on the date set forth in the notice. PDA shall reimburse the Grantee for any eligible costs or expenses incurred by the Grantee prior to the effective date of the termination.

d. *Survival of Terms.* The Grantee's obligations set forth in sections 7, 9, 11, 14, 16, and 17 will survive the termination or expiration of this agreement.

21. Notice. All notices and other correspondence required or permitted under this agreement must be in writing and personally delivered or delivered by United States Postal Service, prepaid certified or registered mail, return receipt requested, by overnight courier with written evidence of receipt, or by email with evidence of receipt. Any notice or correspondence must be sent to the applicable party at the following address:

- a. If to PDA:
Jason Kavulich
Secretary
Department of Aging
555 Walnut Street, 5th Floor
Harrisburg, PA 17101

- b. If to the Grantee:

L. Thomas Martin
Executive Director
Lancaster County Office of Aging
P.O. Box 83480 Lancaster, PA 17608-3480

Either party may change its designated address by providing written notice to the other party.

22. Amendments and Modifications. Except as provided in sections 1(b), 2, 3, 5, 6, and Exhibit C, no alterations or variations to this agreement are valid unless they are made in writing and signed by the parties with the same formality as this agreement.

23. Assignment. The Grantee may not assign or transfer its rights or duties under this agreement without the prior written consent of PDA. Approval of an assignment does not establish any legal relationship between the Commonwealth, DHS, or PDA and the assignee.

24. Independent Parties. 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 PDA for any purpose whatsoever.

25. 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.

26. No Waiver. No delay or failure of PDA 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 PDA or the Commonwealth of the provision or its right or remedy.

27. 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.

28. 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.

29. 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.

[SIGNATURE PAGE FOLLOWS.]

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

Lancaster County Office of Aging

Name: _____ Date _____
Title: _____
SAP Vendor No.: 139096-005

[COUNTY COMMISSIONERS/BOARD OF DIRECTORS]

Authorized Signature Date

Print Name: _____
Title: _____

Authorized Signature Date

Print Name: _____
Title: _____

Authorized Signature Date

Print Name: _____
Title: _____

Authorized Signature Date

Print Name: _____
Title: _____

Authorized Signature Date

Print Name: _____
Title: _____

Authorized Signature Date

Print Name: _____
Title: _____

*If the AAA is a county entity, the signature, date, printed name, and title of at least two County Commissioners must be affixed. Home rule counties must affix the signature, date, printed name, and title of the authorized official(s) or representative(s) in accordance with their charter, administrative code, or as directed in writing by their solicitors. If the AAA is a Private Non-Profit agency, the signature, date, printed name, and title of the President or Vice President, and the Secretary or Treasurer must be affixed.

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF AGING**

Secretary or designee Date

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HUMAN SERVICES**

Secretary or designee Date

APPROVED AS TO FORM AND LEGALITY:

Office of Chief Counsel Date
Department of Aging

Office of Chief Counsel Date
Department of Human Services

Office of General Counsel Date

Office of Attorney General Date

APPROVED:

Comptroller Date

Fund Commitment No.: TBD

Assistance Listing Title and No.: MEDICAL ASSISTANCE SUPPORT/WAIVER- INFO & REFERRAL

Federal Share: 50%

State Share: 50%

EXHIBIT A

WORK STATEMENT

The Grantee shall provide Medical Assistance Information and Referral services, Aging and Disability Resource Center ("ADRC")/PA Link program services to consumers and participants in need of long-term services and support in accordance with the following:

A. State Level Administration Structure

DHS is responsible for:

1. Enrollment of MA Providers;
2. Promulgating necessary regulations;
3. Determining applicant eligibility through the County Assistance Offices ("CAO");
4. Filing all necessary financial and programmatic reports with the U.S. Department of Human Services Centers for Medicare & Medicaid Services ("CMS");
5. Administering the Appeals and Fair Hearings procedures;
6. Regular monitoring of the MA Program;
7. Maintaining a reporting system for activities; and
8. Administering the level of care assessments for individual seeking nursing facility services, home and community-based services, and services through Pennsylvania's Living Independence for the Elderly ("LIFE") Program.

PDA is responsible for:

1. Contracting with local AAAs meeting state and federal criteria to manage Lottery and Older American Act Programs and delegated Medicaid functions;
2. Promulgating necessary regulations;
3. Administering the Appeals and Fair Hearings procedures; and
4. Revising policies and procedures when necessary to provide for the effective implementation and operation of activities of this Grant Agreement.

B. Responsibilities Shared by PDA and DHS

1. Annual evaluation of the Grantee performance;
2. Developing technical assistance and training for Grantees and Home and Community-Based Waiver providers on relevant policies and procedures;
3. Develop policies and procedures, review and conduct program evaluations; and
4. Monitor performance and report opportunities for improvement and correction.

C. Overall Responsibilities of Grantee.

The Grantee shall:

1. Work cooperatively with the County Commissioners or equivalent chief executive on the programs under its auspices, and with other agencies to provide adequate services for individuals sixty years of age and older and individuals with disabilities.
2. Complete the reports required by PDA and DHS in a timely and accurate manner, which are necessary to effectively administer the programs.
3. Maintain accounting records showing all costs incurred.
4. Cooperate in the evaluation of the PDA and DHS programs.
5. Assist DHS with the implementation of cost allocation for services provided and cooperate with DHS and PDA by submitting any necessary information, including completing a DHS and PDA-prescribed time study, for cost allocation determinations.
6. Maintain consumer records in a uniform format ensuring the availability of information for program and fiscal accountability, which satisfy PDA and DHS standards.
7. Comply with all program evaluation and administrative requirements.
8. Be responsible for keeping such records as are required by the State for program management, fiscal accountability and evaluation of the program's effectiveness.
9. Cooperate with all technical assistance and training activities as directed by the Commonwealth.
10. Use Social Assistance Management System ("SAMS") application to maintain records.
11. Participate in Pennsylvania's ADRC program, also known as the PA Link, and be represented as a member on the local PA Link Oversight Committees and provide guidance in all functions the ADRC components.

D. Local Area Agency on Aging Sites - Required Services

1. Information and Referral: The Grantee shall provide information on available home and community-based waiver and MA programs and services and refer individuals to appropriate agencies and community resources that can provide the needed services.
 - Aging and Disability Resource Center Program (PA Link): The Grantee shall coordinate PA Link networks designed to eliminate barriers to home

and community-based waiver services. PA Link networks consist of AAAs, Centers for Independent Living (“CIL”), providers of waiver services for adults with physical disabilities, CAOs, and community-based agencies that provide services necessary to keep individuals in their homes and communities. PA Link networks help to eliminate barriers to home and community-based services. AAAs, as members of ADRC/PA Link, assist with the maintenance and sustainability of PA Link networks, the use of consistent information and referral processes, administer benefit and long-term options counseling, participate in cross-training, and assist with application processes for public services as well as private-pay services. The Grantee shall adhere specifically to the PDA, Aging Program Directives (“APD”) #18-01-05 Program Guidelines and #18-01-06 Person-Centered Counseling, which includes the components of a fully functioning ADRC. The Grantee shall ensure that all activities, budgets, and expenses are conducted and are acceptable as outlined in the funding and programmatic APDs. The Grantee shall perform the following tasks and submit quarterly reports on expenditures and activities by the last Friday of the second month following the end of the quarter:

- **Training** - Education provided to professionals and agency staff that promotes resource and knowledge development, enhances skill sets, and increases the ability of professionals to provide individuals, families and caregivers with the information and services they seek through a quality service experience. The Grantee shall facilitate a minimum of six separate training topics per program year.
- **Community Outreach and Education** - Information and education provided to the general public, including consumers, family members and caregivers that informs them of available resources, how to access those resources and how to connect to long term services and supports. The Grantee shall facilitate at least one outreach and education program per year.

PDA Title XIX Budget

10/1/25-6/30/26

AAA=26 Lancaster	PROGRAM TOTAL
Personnel	
Unit Director	1,341
Supervisor(s)	8,340
Vendor Manager	96,510
Other	3,217
Fringe Benefits	49,208
Transportation	0
Contracted Services	34,596
Other Operating	0
Miscellaneous	0
Indirect Cost	3,945
Fixed Assets	0
Total Budget	197,157

EXHIBIT C

PAYMENT PROVISIONS

- A. On or before the 15th day of each month, the Grantee shall submit, via AccuFund or any subsequent PDA submission system, an expenditure report to PDA that sets forth the allowable costs and expenses incurred by the Grantee during the reporting period. Allowable costs and expenses are set forth in the Aging Program Directive (“APD”) titled Area Agency on Aging (“AAA”) Program Requirements Planning and Allocations and Reporting Requirements for the Title XIX Agreement for each applicable SFY. Upon full execution of the agreement, PDA shall issue the current SFY APD to the Grantee and shall issue an updated APD at the beginning of each SFY during the Term of the agreement.
- B. Upon PDA’s review and approval of an expenditure report, PDA shall reimburse the Grantee for allowable costs and expenses incurred by the Grantee during the applicable reporting period. PDA shall disburse reimbursement payments to the Grantee on or about the first working day of each month and shall round the amount of each payment to the nearest whole dollar.
- C. In the event of a delayed payment by PDA, the Grantee shall pay for any services provided under any agreement or subgrant it has entered with a third-party. If the Grantee is required to borrow money to comply with this requirement, the interest paid by the Grantee for this purpose is an allowable expense under this agreement.
- D. PDA shall disapprove any cost or expense included in a report that is not allowable under the terms of this agreement.
- E. The Grantee may make advanced payments to its subgrantees (“Cash Advances”) when required. The amount of a Cash Advance may not exceed the projected disbursement payment due to the subgrantee for the applicable payment cycle. The Grantee shall pay any Cash Advance on a date as reasonably close to the date that the disbursement payment is due to the subgrantee as possible. The Grantee shall not use funds allocated under this agreement to make Cash Advances. For the avoidance of doubt, the Grantee shall pay Cash Advances from other sources available to it.
- F. The Grantee shall submit a close-out expenditure report of its actual final cost and expenses for the Initial Period of Performance and any Subsequent Period of Performance to PDA no later than 45 calendar days after the expiration or termination date of the applicable period of performance (August 15th).
- G. Payment provisions of this agreement are subject to change by the Pennsylvania Office of the Budget-Comptroller Operations as required to facilitate the cash management objectives of the Commonwealth. A revised payment provision detailing amended procedures will be provided to the Grantee in the event of change.

EXHIBIT D

COMMONWEALTH STANDARD TERMS AND CONDITIONS GRANT VERSION

(Revised - 10/1/2023)

1. DEFINITIONS

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

2. INDEMNIFICATION

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

3. NONDISCRIMINATION/SEXUAL HARASSMENT

- a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
 - i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
 - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or

any subgrant agreement, contract, or subcontract.

- iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
 - v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing

goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

4. GRANTEE INTEGRITY

- a. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:
 - i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - ii. "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.
 - iii. "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
 - iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, as may be amended, 4 Pa. Code §7.153(b), apply.
 - vi. "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.
- b. **Representations and Warranties.**
 - i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 - 1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - 2. been suspended, debarred, or otherwise disqualified from entering

into any contract with any governmental agency;

3. had any business license or professional license suspended or revoked;
4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
5. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti- trust investigation by any federal, state, or local prosecuting or investigative agency.

ii. **Grantee Explanation.** If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.

iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.

iv. **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.

c. **Grantee Responsibilities.** During the term of this agreement, the Grantee shall:

- i. maintain the highest standards of honesty and integrity.
- ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that governs Commonwealth contracting or grant administration.
- iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth

employees and ensure that its employees comply with the policy.

- iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
- v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
- vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
- viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

d. **Investigations.** If a State Inspector General investigation is initiated, the Grantee shall:

- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.

- iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not to be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.
- e. **Termination.** For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- f. **Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure their compliance with these provisions.

5. CONTRACTOR RESPONSIBILITY

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
 - i. The Contractor represents for itself and its subgrantees, contractors, and

subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.

- ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

6. AMERICANS WITH DISABILITIES ACT

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this agreement or from activities

provided for under this agreement.

- b. **Compliance.** For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

7. APPLICABLE LAW AND FORUM

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

8. RIGHT TO KNOW LAW

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this agreement.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
 - i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.

- c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement**
 - i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
 - ii. **Grantor Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- e. **Challenges of Commonwealth Release.** The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. **Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this agreement.

9. OFFSET

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

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

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

11. WORKER PROTECTION AND INVESTMENT

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

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;

- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

EXHIBIT E

FEDERAL TERMS AND CONDITIONS

A. PRO-CHILDREN ACT OF 1994

As required by the *Pro-Children Act of 1994, 20 U.S.C. Section 6081, et seq.*, the Grantee shall:

1. Prohibit smoking within any indoor facility owned or leased or contracted for and utilized by the Grantee for the routine or regular kindergarten, elementary, or secondary education or library services to children; and
2. Prohibit smoking within any indoor facility (or portion thereof) owned or leased or contracted for by the Grantee for the provision by the Grantee of regular or routine health care or day care or early childhood development (Head Start) services to children, or for the use of the employees of the Grantee who provide such services, except that this subsection shall not apply to:
 - a. Any portion of such facility that is used for inpatient hospital treatment of individuals dependent on, or addicted to, drugs or alcohol; and
 - b. Any private residence.

B. GUN FREE SCHOOLS CLAUSE

As required by the *Gun Free Schools Act of 1994, 20 U.S.C. §8921, et seq.*, as a condition of receiving funds under this Grant Agreement, Grantee shall comply with 24 P.S. §13-1317.2.

C. FEDERAL ASSURANCE CLAUSE

The Grantee's activities under this Grant Agreement shall be carried out on a nondiscriminatory basis in accordance with 34 CFR Parts 100, 104 and 106, and 45 CFR Part 90 (relating to nondiscrimination on the basis of race, color, national origin, sex, handicap or age); the *Civil Rights Act of 1870, as amended (42 U.S.C. §§1981, et seq.)*; and the *Federal Age Discrimination Act of 1975, as amended (42 U.S.C.*

§§6101-6107) and shall be carried out in accordance with the *Fair Labor Standards Act (29 U.S.C. §§201-219)*; *Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. §, 4601, 4602,*

4621-4633 and 4655); *Equal Pay Act (29 U.S.C. §206(d))*, 34 CFR Parts 80, 98 and 99; and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200 and 47

C.F.R. Part 75, as applicable. Grantee certifies that it is acting in compliance with the provisions of 2 C.F.R. Part 180 (relating to debarment and suspension), and 31 U.S.C. §1352 (relating to lobbying).

The above required certification shall be in such manner as required by applicable law. If Grantee is a school district, intermediate unit, area vocational-technical school, or other local educational

agency or a state or public agency, it further assures that its employees and officials, whose principal employment is in connection with an activity funded with federal grant money, shall not engage in any political activity barred by the *Hatch Act*, 5 U.S.C. §§1501, *et seq.*

D. LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The Grantee certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities,"¹¹ in accordance with its instructions.
3. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all grantees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U.S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

EXHIBIT F

AUDIT CLAUSE TO BE USED IN AGREEMENTS WITH GRANTEEES RECEIVING FEDERAL AWARDS FROM THE COMMONWEALTH

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

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

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

If the Grantee is a for-profit entity, it is not subject to the auditing and reporting requirements of *2 CFR Part 200, Subpart F -Audit Requirements (Subpart F)*. However, the pass-through commonwealth agency is responsible for establishing requirements, as necessary, to ensure compliance by for-profit grantees. The contract with the for-profit grantee should describe applicable compliance requirements and the for-profit grantee's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit grantees may include pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with *Government Auditing Standards*, a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post-award audits must be submitted directly to the affected commonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit grantees are electronically submitted to the Federal Audit Clearinghouse.

ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE

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

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

SUMISSION OF THE AUDIT REPORT

The Grantee must submit an electronic copy of the audit report package to the Federal Audit

Clearinghouse, which shall include the elements outlined in Subpart F.

SUBMISSION OF THE FEDERAL AUDIT CLEARINGHOUSE CONFIRMATION

The Grantee must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account [RA-BOASingleAudit\(@pa.gov\)](mailto:RA-BOASingleAudit@pa.gov).

AUDIT OVERSIGHT PROVISIONS.

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

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

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

Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

The Subgrantee must complete Federal Funding Accountability and Transparency Act Subrecipient Data Sheet (FFATA Sheet) attached here. The FFATA Sheet is to be completed and incorporated as part of this agreement.

Failure to provide accurate information for the Subgrantee named as a party to this agreement or to complete the FFATA Sheet will cause the inability of the Commonwealth of Pennsylvania (Commonwealth) to process this agreement and resulting in delay or loss of funds to the Subgrantee. The Subgrantee's documentation will be considered incomplete until such time that Subgrantee provides accurate FFATA information.

- (a) Registration and Identification Information – The Subgrantee must maintain a current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov. Subgrantee must provide its UEI, to the Commonwealth along with the signed agreement.
- (b) Primary Location - Subgrantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subgrantee must list the location where the most amount of the award is to be expended pursuant to this agreement.
- (c) Compensation of Officers - Subgrantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if**-
 - 1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal procurement contracts (and subcontracts) and Federal awards (and subawards); **and**
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards; **and**
 - 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If the Subgrantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subgrantee. Subgrantee must provide information responding to this question along with Subgrantee's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subgrantee provides such information responding to this question.

Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

Subrecipient must provide information along with Subrecipient's return of the signed agreement. The Commonwealth will not process the agreement until such time that Subrecipient provides such information.

REGISTRATION AND IDENTIFICATION INFORMATION

Unique Entity Identifier (UEI):

[INSTRUCTIONS: Subrecipient must provide its assigned UEI. Subrecipient must maintain current registration that permits their entity registration to appear in a public search in SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A UEI is issued upon registration in SAM.gov.]

PRIMARY LOCATION

City:

State:

Zip+4:

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to the agreement.]

COMPENSATION OF OFFICERS

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

By marking the following box
Subrecipient affirms they do not
meet the conditions for reporting
highly compensated officials

☐

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if --

- the entity in the preceding fiscal year received—
 - 80 percent or more of its annual gross revenues in Federal procurement contracts (and subcontracts) and Federal awards (and subawards); **and**
 - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards; **and**
- the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If the Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient.

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

Memorandum of Understanding With:

Workforce Development Board
& PA CareerLink
Lancaster, PA

Purpose:

To establish a partnership that helps provide older adults with the skills and training through various programs to help them become more employable.

Amount/Term:

\$4,379.26 for the period July 1, 2026 through June 30, 2029.

Funding:

Title V (Federal) employment program.

3/25/26



Pennsylvania Workforce System: Memorandum of Understanding

LANCASTER COUNTY WORKFORCE DEVELOPMENT BOARD & PA
CAREERLINK® LANCASTER COUNTY



A proud partner of the American  Job Center network

Auxiliary aids and services are available upon request to individuals with disabilities. Equal Opportunity Employer/Program. Equal Opportunity is the Law. Language Assistance Available free of charge. TTY: (717) 391-3570 For detailed information on filing a complaint, and other equal opportunity information, please see: <https://www.lancastercountywib.com/organizational-integrity/operating-documents/>

Memorandum of Understanding

Contents

INTRODUCTION.....	4
VISION	5
MISSION	5
SYSTEM STRUCTURE	5
PA CareerLink®	5
Lancaster County PA CareerLink® Site (Comprehensive)	5
One-Stop Operator	6
Partners.....	6
TERMS AND CONDITIONS	7
Partner Services	7
Partner On-Site Representation Schedule	11
Roles and Responsibilities of Parties	12
All parties to this agreement shall comply with:	12
Chief Elected Official	13
Lancaster County WDB	13
Local Workforce Development Board Staff	14
One-Stop Operator	15
Partners Collaborative Professional Development.....	16
Data Sharing.....	17
Confidentiality.....	17
Referrals.....	18
Accessibility.....	19
Physical Accessibility.....	19
Virtual Accessibility.....	19
Communication Accessibility	19
Programmatic Accessibility.....	19
Outreach	20
Monitoring	20
• All parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.....	20
Non-Discrimination and Equal Opportunity	21
Indemnification.....	21
Severability	21
Drug and Alcohol-Free Workplace.....	21
Certification Regarding Lobbying.....	21
Debarment and Suspension.....	21
Priority of Service.....	21
Buy American Provision	22
Salary Compensation and Bonus Limitations	22
Non-Assignment	22
Governing Law	22
Steps to Reach Consensus	22
Dispute Resolution.....	23
MOU Negotiation Outcome Notification.....	24
Modification Process	24
Renewal Process	25
Termination	25
Execution	25

Memorandum of Understanding

Effective Period.....	26
INFRASTRUCTURE FUNDING AGREEMENT	26
Partners.....	26
Infrastructure Costs	27
Cost Allocation Methodology	28
Steps to Reach Consensus	31
Dispute Resolution and Impasse	31
Steps to implement the State Funding Mechanism	31
Step 1: Notice of failure to reach consensus given to the Governor.....	31
Step 2: Negotiation materials provided to the Governor.....	31
Step 3: Governor Determinations and Calculations.	32
Step 4: Infrastructure Funding Agreement Execution	32
IFA Modification.....	32
Effective Period.....	32
PA CAREERLINK® OPERATING BUDGET	33
Cost Reconciliation and Allocation Base Update.....	33
Attached PA CareerLink® Operating Budget (Appendix A).....	34
MOU AUTHORITY AND SIGNATURE PAGE	35

Memorandum of Understanding

INTRODUCTION

Changing labor markets and technological advancements revolutionized how businesses find talent and how job seekers look for work. Social media, artificial intelligence (AI), online platforms and professional networking sites are evolving rapidly, perpetuating shifts in labor market dynamics. Rising consumer expectations and global competition transformed how business is done in most industries. Employers must move faster and more efficiently to stay ahead of (or at least keep up with) competitors. This makes it imperative for the public workforce system to continuously adapt and reframe strategies and policies designed to support employers and job seekers.

The **Lancaster County Workforce Development Board, or Lancaster County WDB**, seeks to establish a system that stands in stark contrast to the “traditional” or historical transaction-based model, whereby each agency operates its own business and job seeker services functions, and participants move from place to place seeking services. Instead, the goal is to create integrated locations and a unified structure and process of proactive, transparent, and effective job seeker and business services, orchestrated by a seamless collaboration of talent development and support agencies.

The purpose of this memorandum of understanding, or MOU, is to define the parameters within which education, workforce, economic development, and other partner programs and entities operating in the **Lancaster County Workforce Development Area, or Lancaster County WDA**, create a seamless, customer-focused service delivery system that aligns service delivery across the area and enhances access to program services. By realizing one-stop opportunities together, partners can build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs while increasing customer access and performance outcomes.

The MOU is also a financial plan, including terms and conditions, to fund the services and operating costs of the **Lancaster County WDA** PA CareerLink® system. The parties to this agreement agree that joint funding is a necessary foundation for an integrated service delivery system. The MOU parties’ goal is to develop overarching parameters in establishing a funding mechanism that:

- establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the local area
- reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among partners (thereby improving each program’s effectiveness)
- reduces overhead costs for any one partner by streamlining and sharing financial, procurement and facility costs
- ensures that costs are appropriately shared by PA CareerLink® partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, while requiring that all funds are spent solely for allowable purposes consistent with applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

This MOU is executed between the **Lancaster County WDB**, or local board, or LWDB, and PA CareerLink® system partners, or partners, and the chief local elected official, or CLEO, **Ray D’Agostino, Chairman, Lancaster County Commissioners**. They are collectively referred to as the “parties” to this MOU.

This MOU confirms parties’ understanding regarding the operation and management of the PA CareerLink® Center in the **Lancaster County Workforce Development Area**, or Local Area or LWDA. The **Lancaster County WDB** provides local oversight of workforce programming for the **Lancaster County WDA**.

Memorandum of Understanding

The **Lancaster County WDB**, with the agreement of the CEO, has competitively selected **Equus Workforce Solutions** as the one-stop operator for the **Lancaster County WDA**, as further outlined in the One-Stop Operator section.

The Infrastructure Funding Agreement, or IFA, and PA CareerLink® Operating Budget, or OB, establish a financial plan, including terms and conditions, to fund the services and operating costs of the **Lancaster County WDA** PA CareerLink® system. Parties to this MOU agree that joint funding is an essential foundation for an integrated service-delivery system and necessary to maintain the **Lancaster County WDA's** high-standard PA CareerLink® system.

The Vision, Mission, System Structure, Terms and Conditions, Infrastructure Funding Agreement, Operating Budget and parties to the MOU Signatory Pages contained herein reflect the commitment of the parties to their job seeker, worker and business customers, as well as to the overall **Lancaster County** community.

VISION

A Lancaster County that fosters innovation, equity, and opportunity for all that creates measurable economic mobility.

MISSION

To lead the workforce development ecosystem by aligning fiscal and educational resources to support Lancaster County jobseekers and employers.

SYSTEM STRUCTURE

PA CareerLink®

The one-stop delivery system, also referred to as PA CareerLink® in Pennsylvania, merges workforce development, educational and other human resource services into a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance. Established under the Workforce Investment Act of 1998, or WIA, and continued by the Workforce Innovation and Opportunity Act, or WIOA, the centers offer a comprehensive array of services designed to match talent with opportunities. The **Lancaster County WDA** has **one (1)** PA CareerLink® site, also known as one-stop, designed to provide a full range of assistance to job seekers, workers, and businesses under one roof.

Lancaster County PA CareerLink® Site (Comprehensive)

Site Administrator: Christine Roggenbaum	Phone: (717) 509-5613
Location Address: 1046 Manheim Pike, Lancaster, PA 17601	Email Address: info@jobs4lancaster.com
Operating Hours: Monday-Friday 8:30am-5pm * potential for non-traditional hours	Website: www.jobs4lancaster.com

Memorandum of Understanding

One-Stop Operator

The **Lancaster County WDB** selected the One-Stop Operator, or Operator, **Equus Workforce Solutions**, through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and local procurement laws and regulations. All documentation for the competitive Operator procurement and selection process is available upon request by contacting support@lancastercountywib.com. WIOA requires a competitive process be conducted at least once every four years to properly procure an Operator. Functional details are outlined in the *Roles and Responsibilities of Partners* section, under *One-Stop Operator*.

Partners

To establish a high quality one-stop delivery system and enhance collaboration amongst partner programs, all required partners and additional partners represented in the **Lancaster County WDA** are considered parties to the MOU. It is agreed that any required program not represented in the **Lancaster County WDA** is not a Party to the MOU, and further, the non-represented required program is articulated as not available in the local area MOU.

Local Area Program Partners List

Required Program	Authorization	Partner Organization or enter “Program Not Available”	Signatory Official (Name & Title)	Contact Information (Phone & Email)
Adult Education and Family Literacy Activities (AEFLA)	WIOA Title II Adult Education and Family Literacy Act program	Lancaster-Lebanon Intermediate Unit 13 and Literacy & Learning Success Center of the Literacy Council of Lancaster/Lebanon	Tim Shenk – Program Director of Community Education Cheryl Hiester, Executive Director	
Employment and Training Programs -Department of Housing and Urban Development (HUD)	Employment and Training activities carried out under Department of Housing and Urban Development	Program Not Available		
Employment and Training Activities - PA Department of Community Economic Development (DCED)	Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.)	Community Action Partnership of Lancaster	Vanessa Philbert, Chief Executive Officer	Signed via NOO
Job Corps	WIOA Title I, Subtitle C	Adams and Associates	Kelly King, Executive Center Director	
Jobs for Veterans State Grant Programs	38 U.S.C. Chapter 41	PA Department of Labor & Industry, Bureau of Workforce Programs and Operations	Keith Baker, Assistant Regional Director	Signed via NOO
National Farmworker Jobs Program (NFJP)	WIOA Title I, Sec. 167	Program not available		
Native American Programs	WIOA Title I, Sec. 166 (29 U.S.C. 3221)	Council of Three Rivers American Indian Center, Inc	Kerry Jevsevar	
Postsecondary Career & Technical Education (Perkins V)	Carl D. Perkins Vocational & Applied Technology Act of 2006 (20 U.S.C. 2301 et seq.) and (as amended Pub. L. No. 115-224))	Harrisburg Area Community College (HACC)	Saleem Hiram Chief Financial Officer	
Postsecondary Career & Technical Education (Perkins V)	Carl D. Perkins Vocational & Applied Technology Act of 2006 (20 U.S.C. 2301 et seq.) and (as amended Pub. L. No. 115-224))	Lancaster County Career and Technology Center (LCCTC)	David Smith	
Postsecondary Career & Technical Education (Perkins V)	Carl D. Perkins Vocational & Applied Technology Act of 2006 (20 U.S.C. 2301 et seq.) and (as amended Pub. L. No. 115-224))	Thaddeus Stevens College of Technology	Valerie Hatfield	
Reentry Employment Opportunities (REO) Programs	Second Chance Act of 2007, Sec. 212 (42 U.S.C. 17532) and WIOA Title 1, Sec. 169	Lancaster County Workforce Development Board	Anna Ramos, Executive Director	

Memorandum of Understanding

Senior Community Service Employment Program (SCSEP)	Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)	AARP Foundation	John Farrell	
Senior Community Service Employment Program (SCSEP)	Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)	Lancaster County Office of Aging	Tom Martin	
State Unemployment Insurance (UI) Program	Social Security Act 9 of 1935 (Title III, IX and XII) and Federal Unemployment Tax Act (FUTA) of 1939	PA Department of Labor & Industry	Karen Campbell	
Temporary Assistance for Needy Families (TANF)	Social Security Act, Part A of Title IV (43 U.S.C. 601 et seq.)	PA Department of Human Services	Dan Pick Executive Director	
Trade Adjustment Assistance (TAA)	Title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	PA Department of Labor & Industry	Keith Baker, Assistant Regional Director	
Vocational Rehabilitation State Grant Programs	Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA Title IV	PA Department of Labor & Industry, Office of Vocational Rehabilitation (OVR)	Susan Richeson, District Administrator	
Wagner-Peyser Act - Employment Service (ES) Programs	Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA Title III	PA Department of Labor & Industry	Keith Baker, Assistant Regional Director	
WIOA Adult, Dislocated Worker, and Youth Programs	WIOA Title I, Subtitle B, Chapter 2 (Youth) WIOA Title I, Subtitle B, Chapter 3 (Adult and Dislocated Worker)	Lancaster County Workforce Development Board	Anna Ramos, Executive Director	
Youth Build Program	WIOA Title I, Sec. 171 (29 U.S.C. 3226)	Program Not Available		
Additional Programs		RENT ONLY		
WIOA BWDA		PA Department of Labor and Industry	Gregory Hart	
BWDA ATO	Apprenticeship and Training Office	PA Departments of Labor and Industry	Tonya Seibert	

TERMS AND CONDITIONS

Partner Services

Each partner that is party to the MOU provides one or more services or activities based upon the partner program's authorizing statute and regulation requirement. All partner services provided must be listed in the MOU. For purposes of this MOU, the services are classified in three major groups: *Business Services, Job Seeker Services and Youth Services.*

Partners agree to make the listed services available, as applicable to the program, consistent with and coordinated by the PA CareerLink® Operator. Additional services may be provided on a case-by-case basis with the approval of the LWDB and the CEO. This listing must include the programs, the partner who will be providing the services, the way those services will be provided and where the services will be provided. The MOU contains services made available at each PA CareerLink® site or some services not directly made available at a PA CareerLink® site but are still associated with the service site.

Identify PA CareerLink® Site:	
Business Services <i>Expand the list as needed</i>	Service Provider <i>List Program Partner(s) or entity(s) delivering the service described</i>

Memorandum of Understanding

Required Business Services	
Recruitment and other business services on behalf of employers, including information and referrals to specialized business services other than those traditionally offered through the one-stop delivery system (678.430(a)(4)(ii))	BWPO, Title I- Equus
Labor market employment statistics information (678.430(a)(6))	BWPO, Title I- Equus
Post job vacancies in the state labor market areas (678.430(a)(6)(i))	BWPO, Title I- Equus
Information about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system (678.430(a)(8))	One-Stop Operator
Employer-oriented labor exchange activities and labor market information (678.435(a))	BWPO
Establish and develop relationships and networks with large and small employers and their intermediaries. Develop, convene, or implement industry or sector partnerships (678.435(a))	BWPO, Title I-, Equus, OVR, TANF
Help area employers manage reductions in force in coordination with rapid response activities and with strategies for the aversion of layoffs, which may include strategies such as early identification of firms at risk of layoffs, use of feasibility studies to assess the needs of and options for at-risk firms, and the delivery of employment and training activities to address risk factors (678.435(c)(4))	BWPO, Title I-, Equus, OVR, Rapid Response
Business Services <i>Expand the list as needed</i>	Service Provider <i>List Program Partner(s) or entity(s) delivering the service described</i>
Permissible Business Services	
Customized screening and referral of qualified participants in training services to employers (678.435(b)(1))	BWPO, Title I-Equus, OVR
Customized services to employers, employer associations, or other such organizations, on employment-related issues (678.435(b)(2))	BWPO, Title I-Equus, OVR
Customized recruitment events and related services for employers including targeted job fairs (678.435(b)(3))	BWPO, Title I- Equus, OVR
Customized labor market information for specific employers, sectors, industries or clusters (678.435(b)(5))	BWPO, Title I- Equus, WDB
Provide other similar customized services (678.435(b)(6))	BWPO
Develop and implement industry sector strategies (including strategies involving industry partnerships, regional skills alliances, industry skill panels, and sectoral skills partnerships) (678.435(c)(1))	WDB
Customized assistance or referral for assistance in the development of a registered apprenticeship program (678.435(c)(2))	BWPO, Title I-Equus
Develop and deliver innovative workforce investment services and strategies for area employers, which may include career pathways, skills upgrading, skill standard development and certification for recognized postsecondary credential or other employer use, and other effective initiatives for meeting the workforce investment needs of area employers and workers (678.435(c)(3))	HACC, LCCTC, TSCT, WDB
Assist area employers in managing reductions in force in coordination with rapid response activities and with strategies for the aversion of layoffs, which may include strategies such as early identification of firms at risk of layoffs, use of feasibility studies to assess the needs of and options for at-risk firms, and the delivery of employment and training activities to address risk factors (678.435(c)(4))	BWPO

Memorandum of Understanding

Marketing of business services to area employers, including small and mid-sized employers (678.435(c)(5))	BWPO, Title I- Equus, TANF
Assist employers with accessing local, State, and Federal tax credits (678.435(c)(6))	BWPO, Title I- Equus, OVR, TANF
Additional Business Services <i>If provided, service and provider(s) must be identified</i>	

Job Seeker Services <i>Expand the list as needed</i>	Service Provider <i>List Program Partner(s) or entity(s) delivering the service described</i>
Required Job Seeker Career Services	
Determine if individual is eligible to receive assistance from the adult, dislocated worker, or youth programs (678.430(a)(1))	Title I-EDSI, Title V-SCSEP, TANF
Outreach, intake (including worker profiling), and orientation to information and other services available through the one-stop delivery system (678.430(a)(2))	BWPO, Title I- EDSI, Title V-SCSEP, TANF
Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and need for supportive services (678.430(a)(3))	Title I- EDSI, Equus, Title II, Title V-SCSEP, TANF
Job search and placement assistance, and when needed by an individual, career counseling, including: information on in-demand industry sectors and occupations as well as information on nontraditional employment (678.430(4)(i)(A-B))	BWPO, Title I-EDSI, Equus, OVR, Title V-SCSEP, TANF
Provide referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and, when appropriate, other workforce development programs (678.430(a)(5))	All Partners
Labor market employment statistics information (678.430(a)(6))	BWPO, Title I- EDSI, Equus, WDB
Provide performance information and program cost information on eligible providers of education, training, and workforce services by program and type of providers (678.430(a)(7))	Title I- EDSI, Title V-SCSEP
Information describing how the local area is performing on local performance accountability measures and additional one-stop delivery system performance information, if any (678.430(a)(8))	One-Stop Operator
Supportive services or assistance information, and appropriate referrals to those services and assistance (678.430(a)(9))	BWPO, Title I- EDSI, Equus, OVR, Title V-SCSEP, TANF
Information and meaningful assistance with filing Unemployment Insurance claim (678.430(a)(10))	BWPO
Assist in establishing eligibility for programs of financial aid assistance for programs not provided under WIOA (678.430(a)(11))	Title I-EDSI, Equus, TANF

Required Job Seeker Individualized Services	
Comprehensive and specialized assessments of skill level(s) and service needs (678.430(b)(1))	Title I- EDSI, Equus, Title V-SCSEP, TANF
Develop an individual employability development plan (678.430(b)(2))	BWPO, Title I-EDSI Equus, Title V-SCSEP, TANF
Group counseling (678.430(b)(3))	Title I-EDSI, Equus, TANF
Individual counseling (678.430(b)(4))	BWPO, Title I-EDSI, Equus, OVR, TANF
Career planning (678.430(b)(5))	BWPO, Title I-EDSI, Equus, OVR, Title V-SCSEP
Short-term pre-vocational or pre-training services (678.430(b)(6))	Title I- EDSI, Equus, Title V-SCSEP, TANF

Memorandum of Understanding

Provide internships and work experiences that are linked to careers as well as workforce preparation activities (678.430(b)(7))	Title I- EDSI, Equus, OVR, Title V-SCSEP, TANF
Provide internships and work experiences linked to careers or workforce preparation activities (678.430(b)(8))	Title I-EDSI, Equus, OVR, Title V-SCSEP, TANF
Financial literacy services (678.430(b)(9))	Title I-EDSI, Equus, OVR, TANF
Provide out-of-area job search assistance and relocation assistance (678.430(b)(10))	BWPO
Provide English language acquisition and integrated education and training programs (678.430(b)(11))	Title II, TANF

Job Seeker Services <i>Expand the list as needed</i>	Service Provider <i>List Program Partner(s) or entity(s) delivering the service described</i>
Other Required Job Seeker Services	
Follow-up services and support. (678.430(c))	Title I-EDSI, Equus, OVR, Title V-SCSEP, TANF
Occupational skills training, including training for nontraditional employment (680.200(a)) <i>Pennsylvania policy requires this service be made available in all LWDAs</i>	Title I- EDSI, Equus, OVR, Title V-SCSEP, TANF

Permissible Job Seeker Services	
On-the-Job Training (680.200(b))	Title I- EDSI, Equus, OVR, Title V-SCSEP, TANF
Incumbent Worker Training (680.200(c))	Title I- WDB
Programs that combine workplace training with related instruction which may include cooperative education (680.200(d))	BWPO
Skills upgrading and retraining (680.200(f))	BWPO, HACC, LCCTC, TSCT
Entrepreneurial training (680.200(g))	TANF
Transitional jobs (680.200(h))	Title I- EDSI, Equus
Job readiness training in combination with other training services (680.200(i))	LCCTC, TSCT, Title V-SCSEP, TANF
Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with other training services (680.200(j))	Title II, TANF
Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training (680.200(k))	HACC
Additional Job Seeker Services <i>If provided, service and provider(s) must be identified</i>	

Youth Services <i>Expand the list as needed</i>	Service Provider <i>List Program Partner(s) or entity(s) delivering the service described</i>
Required Youth Services	
Provide tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or recognized equivalent, or for a recognized postsecondary credential (681.460(a)(1))	Title I- Equus, Title II

Memorandum of Understanding

Provide alternative secondary school services or dropout recovery services (681.460(a)(2))	Title I- Equus Title II
Provide paid and unpaid work experiences having academic and occupational education components: summer employment and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing and OJT training opportunities (681.460(a)(3))	Title I- Equus, OVR
Conduct occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials, that are aligned with in-demand industry sectors or occupations in the involved local area (681.460(a)(4))	HACC, TSCT, LCCTC, Title I- Equus
Provide education offered concurrently with, and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster (681.460(a)(5))	Title I- Equus, Title II
Provide leadership development opportunities, including community service and peer-centered activities that encourage responsibility and other positive social and civic behaviors (681.460(a)(6))	Title I- Equus
Provide support services (681.460(a)(7))	Title I- Equus, OVR
Provide adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months (681.460(a)(8))	Title I- Equus
Provide follow-up services for not less than 12 months after the completion of participation as appropriate (681.460(a)(9))	Title I- Equus
Provide comprehensive guidance and counseling which may include drug and alcohol abuse counseling and referrals to counseling as appropriate (681.460(a)(10))	Title I- Equus, OVR
Conduct financial literacy education (681.460(a)(11))	Title I- Equus
Conduct entrepreneurial skills training (681.460(a)(12))	Title I- Equus
Provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling and career exploration services (681.460(a)(13))	Title I- Equus
Provide activities that help youth prepare for and transition to postsecondary education and training (681.460(a)(14))	Title I- Equus, OVR

Permissible Youth Services	
<i>If provided, service and provider(s) must be identified</i>	
Incentive payments to youth participants (681.640)	Title I- Equus
Additional Youth Services	
<i>If provided, service and provider(s) must be identified</i>	

Partner On-Site Representation Schedule

The partners agree to represent their program(s) within the local area's PA CareerLink® service site(s) and agree on the completion and maintenance of a program representation schedule for any local area service delivery location. The MOU parties agree with the following representation schedules that account for all PA CareerLink® sites.

Program Partner On-Site Representation Schedule

PA CareerLink® site:

Memorandum of Understanding

Partner Program	Linked Virtually or represented by other physically co-located partner staff*ii	# of Staff	Weekly Staff Hours	# of FTEs**iii	% of Total FTEs
Adult Education and Family Literacy Activities (AEFLA)	Co-located	1	8	.2	.419%
Jobs for Veterans State Grant Programs	Co-located	1	40	1.00	1.00%
Native American Programs	Virtual				
Postsecondary Career & Technical Education (Perkins V)	Co-located (LCCTC)	1	8	.20	.421%
Postsecondary Career & Technical Education (Perkins V)	Co-located (HACC)	1	8	.20	.421%
Postsecondary Career & Technical Education (Perkins V)	Co-located (TSCT)	1	8	.20	.421%
Senior Community Service Employment Program (SCSEP)	Co-located (AARP/Office of Aging)	2	16	.40	.842%
State Unemployment Insurance (UI) Program	Co-located	2	24	.6	1.263%
Temporary Assistance for Needy Families (TANF)	Co-located	11.3	452	11.3	23.79%
Vocational Rehabilitation	Co-located	7	72	1.8	3.79%
Wagner-Peyser Act Employment Service (ES) Programs	Co-located	5	45	5	1.125%
WIOA Adult, Dislocated Worker, Business Services and Youth Programs	Co-located	13.21	528.4	13.21	27.810%
Community Services Block Grant	Virtual				
Job Corps	Co-located	1	24	.60	1.263%
TANF Youth Development	Co-located	3.71	148.4	3.71	7.811%
Non-Custodial Parent Program	Co-located	1	16	.40	.842%
National Farmworkers Program					
Rapid Response	Co-located	1	40	1.0	1.66%
Totals				47.5	

Roles and Responsibilities of Parties

The parties to this agreement will work closely together to ensure that all PA CareerLink® sites are high-performing workplaces with staff that will ensure quality of service.

All parties to this agreement shall comply with:

- Workforce Innovation and Opportunity Act, enacted July 22, 2014
- WIOA promulgating regulations, *Department of Labor Only, 20 Code of Federal Regulations, or CFR Parts 603, 651, 652, et al.*, Final Rule, published August 19, 2016
- WIOA promulgating regulations *Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions, 20 CFR Parts 676, 677 and 678*, Final Rule, published August 19, 2016
- WIOA Section 188 and its promulgating regulations 29 CFR Part 38; Final Rule, published December 2, 2016
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352)

Memorandum of Understanding

- Section 504 of the Rehabilitation Act of 1973, as amended
- The Americans with Disabilities Act of 1990 (Public Law 101-336)
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor, or U.S. DOL
- Training and Employment Guidance Letter, or TEGL, 37-14, *Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System* and other guidance related to implementing WIOA sec. 188
- The Family Educational Rights and Privacy Act, or FERPA (20 U.S.C. § 1232g; 34 CFR part 99)
- Confidentiality requirements governing the protection and use of personal information held by the Vocational Rehabilitation agency (34 CFR 361.38)
- The confidentiality requirements governing the use of confidential information held by the State Unemployment Insurance agency (20 CFR part 603)
- all amendments to each, and
- all requirements imposed by the regulations issued pursuant to these acts

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- Collaborate and reasonably help each other develop necessary service-delivery protocols for the services outlined in the Partner Services section above
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement

Chief Elected Official

The CEO for the **Lancaster County WDA is Commissioner Ray D'Agostino, Chairperson, Lancaster County Board of Commissioners**. The CEO will, at a minimum:

- In partnership with the **Lancaster County WDB** and other applicable partners within the planning region, develop and submit a single WIOA regional plan that includes a description of the activities that shall be undertaken by all Local WDBs and their partners, and that incorporates plans for each of the local areas in the planning region
- Approve the **Lancaster County WDB** budget and workforce center cost allocation plan
- Approve the selection of the one-stop operator following the competitive procurement process, and
- Coordinate with the **Lancaster County WDB** to oversee the operations of the local area PA CareerLink® system

Lancaster County WDB

Memorandum of Understanding

The LWDB ensures the workforce-related needs of employers, workers, and job seekers in the **Lancaster County WDA** and/or the region are met, to the maximum extent possible with available resources. The **Lancaster County WDB** will, at a minimum:

- In partnership with the CEO and other applicable partners within the Local WDA, develop and submit a WIOA local plan that includes a description of the activities that shall be undertaken by the LWDB and its partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy
- In partnership with the CEO and other applicable partners within the planning region, develop and submit a single WIOA regional plan that includes a description of the activities that shall be undertaken by all LWDBs and their partners, and that incorporates plans for each of the local areas in the planning region
- In collaboration and partnership with the CEO and other applicable partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies
- In cooperation with the local area CEOs and the other LWDBs within the regional area, design and approve the PA CareerLink® system structure. This includes, but is not limited to:
 - Adequate, sufficient, and accessible one-stop center locations and facilities
 - Sufficient numbers and type of career and training services providers (including eligible providers with expertise in assisting individuals with disabilities as well as eligible providers with expertise in assisting adults in need of adult education and literacy activities)
 - A holistic system of supporting services, and
 - One or more competitively procured one-stop operators
- In collaboration with the CEO, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s)
- Determine the role and day-to-day duties of the one-stop operator
- Approve annual budget allocations for operation of the PA CareerLink® system
- Upon the LWDB's request, the one-stop operator might negotiate MOUs with partners
- Leverage additional funding for the PA CareerLink® system to operate and expand one-stop customer activities and resources, and
- Review and evaluate performance of the **Lancaster County WDA** service delivery system and one-stop operator(s)

Local Workforce Development Board Staff

Specific responsibilities include, at a minimum:

- Assist the CEO and the **Lancaster County WDB** with the development and submission of a single WIOA regional plan (if a planning region) and the WIOA local plan
- Support the **Lancaster County WDB** with the implementation and execution of the local area, and if applicable, the planning region vision, goals, objectives, and workforce-related policies, including all duties outlined above
- Provide operational and grant-specific guidance to the one-stop operator
- Investigate and resolve elevated customer complaints and grievance issues
- Prepare regular reports and recommendations to the **Lancaster County WDB**, and

Memorandum of Understanding

- Oversee negotiations and maintenance of MOUs with one-stop partners

One-Stop Operator

Equus Workforce Solutions will employ **1** PA CareerLink® One Stop Operator who will act as “functional leader”. As such, they will have the authority to organize partner staff, to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member’s employer of record. The one-stop operator and operator staff, will, at a minimum:

- Manage daily operations, including but not limited to:
 - Managing and coordinating partner responsibilities, as defined in this MOU
 - Managing hours of operation, including possible extended hours of operation
 - Coordinating daily work schedules and workflow based upon operational needs, and
 - Coordinating staff vacations/unscheduled absences with the formal leader to ensure service coverage by center staff
- Assist the LWDB in establishing and maintaining the PA CareerLink® system structure. This includes but is not limited to:
 - Ensuring that State requirements for center certification are met and maintained
 - Ensuring that career services such as the ones outlined in WIOA sec. 134(c)(2) are available and accessible
 - Ensuring that **Lancaster County WDB** policies are implemented and adhered to
 - Adhering to the provisions outlined in the contract with the **Lancaster County WDB** and the **Lancaster County WDB Business Plan** (*if the LWDB has such a plan*)
 - Reinforcing strategic objectives of the **Lancaster County WDB** to partners, and
 - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed
- Integrate systems and coordinate services for the center and its partners, placing priority on customer service
- Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program’s authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts
- Functional alignment includes having one-stop center staff who perform similar tasks serve on relevant functional teams, e.g., Skills Development Team or Business Services Team
- Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program
- The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center
- Oversee and coordinate partner, program, and PA CareerLink® system performance. This includes but is not limited to:
 - Providing and/or contributing to reports of center activities, as requested by the **Lancaster County WDB**

Memorandum of Understanding

- Providing input to the formal leader (partner program official) on the work performance of staff under their purview
- Notifying the formal leader immediately of any staff leave requests or unexcused absences, disciplinary needs, or changes in employee status
- Identifying and facilitating the timely resolution of complaints, problems, and other issues
- Collaborating with the **Lancaster County WDB** on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems, and coordinated data batch downloads (while ensuring the confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603)
- Ensuring open communication with the formal leader(s) to facilitate efficient and effective center operations
- Evaluating customer satisfaction data and propose service strategy changes to the **Lancaster County WDB** based on findings
- Manage fiscal responsibilities and records for the center. This includes assisting the **Lancaster County WDB** with cost allocations and the maintenance and reconciliation of one-stop center operation budgets

Equus Workforce Solutions will not assist in the development, preparation, and submission of WIOA local plans. They cannot manage or assist in future competitive processes for selecting operators or select or terminate one-stop operators, career services providers, or Youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the **Lancaster County WDB**. **Lancaster County WDB** is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

Partners Collaborative Professional Development

Each partner commits to cross-training staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement including but not limited to developing a collaborative professional development plan. The One Stop Operator will be responsible for implementing the plan and tracking compliance. If a partner utilizes rotating staff at the PA CareerLink, at least one partner staff is required to complete the required professional development activities.

1. The center's workforce development front line staff will be encouraged to achieve a *Certified Workforce Development Professional* certification or equivalent.
2. Beginning July 1, 2023, all existing staff and subsequently new staff that will be included in the cost allocation method of the PA CareerLink® will complete Workforce Staff Training, an online self-paced training supported by PA Department of Education and PA Department of Labor and Industry. Training is accessible at <https://www.workforcestafftraining.com/>.
3. All Title I staff will complete CareerLink 101
4. Staff will complete annual safety training coordinated by One Stop Operator
5. Staff will complete annual Equal Opportunity and Disability Awareness training coordinated by One Stop Operator

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing and collaboration with the one-stop operator

Memorandum of Understanding

- Joint planning, collaborative professional development, policy development and system design processes
- Commitment to the joint mission, vision, goals, strategies, and performance measures
- The design and use of common intake, assessment, referral, and case management processes,
- The use of common and/or linked data management systems and data sharing methods, as appropriate
- Leveraging of resources, including other public agency and non-profit organization services
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in regularly scheduled partner meetings to exchange information in support of the above and encourage program and staff integration

Data Sharing

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

Partners further agree that the collection, use and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy these requirements.

All data, including customer PII, collected, used, and disclosed by partners will be subject to the following:

- Customer PII will be properly secured in accordance with the **Lancaster County WDB's** policies and procedures regarding the safeguarding of PII.
- The collection, use and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the PA CareerLink® system only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and partner staff will be trained in the protection, use and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

Confidentiality

All parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding

Memorandum of Understanding

confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all the other parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the parties for the parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all the requirements set forth in 34 CFR 361.38.

Referrals

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the partners' programs represented in the **Lancaster County WDA** PA CareerLink® system
- Develop materials summarizing their program requirements and making them available for partners and customers
- Develop and utilize common intake, eligibility determination, assessment, and registration forms
- Provide substantive referrals – in accordance with the **Lancaster County WDA** Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that partner resources are being

Memorandum of Understanding

leveraged at an optimal level

Accessibility

Accessibility to the services provided by PA CareerLink® and all partner agencies is essential to meeting the requirements and goals of the local service delivery system. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

Physical Accessibility

One-stops will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, considering reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

For more information regarding accessibility requirements, refer to WIOA Section 188 and the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (ADA) and Pennsylvania's Non-Discrimination Plan, or NDP.

Virtual Accessibility

The **Lancaster County WDB** will work with the PA Workforce Development Board, or PA WDB, to ensure job seekers, workers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code.

Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media or work out a separate agreement with the local board to post content through its website.

Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments and individuals with speech-language impairments.

For more information, please refer to the U.S. Department of Labor's Office of Disability Employment Policy's website at <https://www.dol.gov/odep/topics/CommunicationsAccess.htm>.

Programmatic Accessibility

All partners agree that they will not discriminate in their employment practices or services based on gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or based on any other classification protected under state or federal law. Partners must ensure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to

Memorandum of Understanding

their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all PA CareerLink® programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, comprehension, or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the local service delivery system.

Outreach

The **Lancaster County WDB** and its partners will develop and implement a strategic outreach plan that will include, at a minimum:

- Specific steps to be taken by each partner
- An outreach plan to the region's human resources professionals
- An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need
- An outreach and recruitment plan for out-of-school youth
- Sector strategies and career pathways
- Connections to registered apprenticeship
- A plan for messaging to internal audiences
- An outreach tool kit for partners
- Regular use of social media
- Clear objectives and expected outcomes, and
- Leveraging of any statewide outreach materials relevant to the region

Monitoring

The **Lancaster County WDB**, or its designated staff, officials from the state and local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- Federal awards are used for authorized purposes in compliance with law, regulations, and state policies
- Those laws, regulations and policies are enforced properly
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness
- Outcomes are assessed and analyzed periodically to ensure performance goals are met
- Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- All MOU terms and conditions are fulfilled
- All parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

Memorandum of Understanding

Non-Discrimination and Equal Opportunity

All parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The parties specifically agree that they will comply with WIOA Section 188 and its promulgating regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, Titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, Title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws. The parties agree that they will comply with Pennsylvania's NDP.

Indemnification

All parties to this MOU recognize the partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No partner assumes any responsibility for any other party, state or non-state, for the consequences of any act or omission of any third party. The parties acknowledge the **Lancaster County WDB** and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the parties have no responsibility and/or liability for any actions of the **Lancaster County WDB** or the one-stop operator.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

Drug and Alcohol-Free Workplace

All parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

Certification Regarding Lobbying

All parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

Debarment and Suspension

All parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

Priority of Service

All parties certify that they will adhere to all statutes, regulations, policies and plans regarding priority of service,

Memorandum of Understanding

including, but not limited to, priority of service for veterans and eligible persons, and priority of service for the WIOA Title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth and English language learners.

Buy American Provision

Each Party that receives funds made available under Title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of Title 41 of the United States Code (commonly known as the “Buy American Act.”) and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, Title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other parties.

Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania. All parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

Steps to Reach Consensus

The **Lancaster County WDB** agrees to maintain a log of actions taken to reach consensus. This is necessary because should non- consensus ever occur, the **Lancaster County WDB** must be able to state how they attempted to approach this requirement. The parties to the MOU agree to use the following steps to reach consensus:

1. **Notification of Partners:** the **Lancaster County WDB** Chair (or designee) must notify all parties in writing that it is necessary to modify or renew the MOU, to provide all applicable policies and preceding MOU documents, and any other documents deemed required to achieve an executable MOU.
2. **Kickoff Meeting:** The **Lancaster County WDB** Chair (or designee) is responsible for convening all required and additional PA CareerLink® partners to formally kick-off negotiations, and to ensure that, at a minimum, all partners from all counties within the LWDA are appropriately represented. The kickoff meeting should take place no later than within three (3) weeks^{iv} of notification as it must be hosted in a timely manner to allow for all steps to be conducted in good faith and in an open and transparent environment.

Memorandum of Understanding

At the kickoff meeting, the **Lancaster County WDB** Chair (or designee) must provide a detailed review of all relevant documents, facts, and information and ensure all parties have sufficient time to ask questions or voice concerns and are fully aware of expectations and the overall process.

3. **Negotiations:** Over the course of the four (4) weeks^v following the formal kickoff meeting, partners must submit all relevant documents to the **Lancaster County WDB** Chair (or designee) to begin the drafting of the MOU. During this timeframe, additional formal or informal meetings (informational and negotiation sessions) may take place, if conducted in an open and transparent manner with pertinent information provided to all parties.
4. **Draft MOU:** Within six (6) weeks^{vi} of the kickoff meeting, the **Lancaster County WDB** Chair (or designee) must email a complete draft of the MOU to all parties.
5. **Review and Comment:** Within three (3) weeks^{vii} of receipt of the draft MOU, all parties must review and return feedback to the **Lancaster County WDB** Chair (or designee). It is advised that each Party also use this time to allow their respective Legal Departments to review the MOU for legal sufficiency. It is the responsibility of the **Lancaster County WDB** Chair (or designee) to ensure all PA CareerLink® partners to the MOU are aware of the comments and revisions that are needed.
6. **Finalized Draft:** The **Lancaster County WDB** Chair (or designee) must circulate the finalized MOU and secure partner signatures within four (4) weeks^{viii} of receipt of feedback. The MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all parties.

If it is determined that a partner is unwilling to sign the MOU, then the **Lancaster County WDB** Chair (or designee) must ensure that the agreed upon dispute resolution process is followed.

Dispute Resolution

The following section details the dispute resolution process designed for use by the parties of the MOU when unable to successfully reach an agreement on any of the MOU's language or elements necessary to execute the MOU. A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the **Lancaster County WDB** Chair (or designee) to coordinate the MOU dispute resolution ensuring issues are resolved appropriately. Any party to the MOU may seek resolution under this process.

1. All parties are advised to actively participate in local negotiations in a good faith effort to reach agreement. In case of disputes, parties shall attempt informal resolution first. The **Lancaster County WDB** Executive Committee shall attempt to mediate and resolve the dispute in an informal manner.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the **Lancaster County WDB** Chair (or designee) and all parties to the MOU regarding the conflict within ten (10)^{ix} business days.
3. The **Lancaster County WDB** Chair (or designee) shall place the dispute on the agenda of a special meeting of the **Lancaster County WDB's** Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. A proposed resolution or decision shall be agreed upon by a simple majority consent of the Executive Committee members present.
4. The proposed resolution or decision of the **Lancaster County WDB** Executive Committee shall be considered final unless the proposed resolution or decision is in contradiction of applicable State and Federal laws or regulations governing the partner agencies. The right of appeal no longer exists when a

Memorandum of Understanding

decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.

5. The **Lancaster County WDB** Executive Committee must provide a written response and dated summary of the proposed resolution to all parties to the MOU.
6. The **Lancaster County WDB** Chair (or designee) will contact the petitioner and the appropriate parties to verify that all are in agreement with the proposed resolution.

MOU Negotiation Outcome Notification

When the MOU is being negotiated, renewed, or modified the Governor must be made aware of the local area's consensus status no later than 90 days within the MOU's expiration date. Likewise, if a dispute occurs halting the negotiation or modification process, the Governor must be made aware of the situation. To accomplish this notification, the **Lancaster County WDB** Chair (or designee) agrees to submit a *MOU Negotiation Outcome Notification* template and any other required documentation to PA Department of L&I's PA CareerLink® Finance & Budget Unit resource account RA-LI-PACL-FINOP@pa.gov.

Modification Process

The MOU parties agree that non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require MOU modification.

1. **Notification of Partners:** When a MOU Party wishes to modify the MOU, the Party must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).
2. **Discussion/Negotiation:** Upon notification, the **Lancaster County WDB** Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with all MOU parties in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the parties. If the proposed modification is extensive and is met with opposition, the **Lancaster County WDB** Chair (or designee) may need to call a meeting of the parties to resolve the issue. Upon agreement of all parties, a modification will be processed.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the **Lancaster County WDB**, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the **Lancaster County WDB** Chair (or designee) presents the agreement as a proposed MOU modification to the other MOU parties, and the remaining steps are followed.

If determined that a partner is unwilling to agree to the MOU modification, the **Lancaster County WDB** Chair (or designee) must ensure that the process found at the MOU's Dispute Resolution section is followed.

3. **Signatures:** The LANCASTER COUNTY WDB Chair (or designee) must immediately circulate the MOU modification and secure partner signatures within four (4) weeks^x.

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the **Lancaster County WDB** Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other parties.

The MOU will be considered *fully executed* once all parties receive a copy of the complete MOU including all

Memorandum of Understanding

MOU Authority and Signature Pages.

Renewal Process

Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require MOU renewal. Substantial changes, such as changes in one-stop partners, or a change due to the election of a new CEO, will require MOU renewal. MOU renewals must be completed at least every three years.

A MOU renewal requires all parties to review and agree to all MOU elements. Thereafter, the parties will follow the process detailed in the **MOU's Execution section**. The renewed MOU will become *effective* as of the date of signing by the final signatory.

Termination

This MOU will remain in effect until the end date specified in the Effective Period section below, unless:

- All parties mutually agree to terminate this MOU prior to the end date.
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds, or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days^{xi} after receiving written notice from the **Lancaster County WDB** Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the parties to the MOU must convene within thirty (30) days^{xii} after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above.

All parties agree that this MOU shall be reviewed and updated to ensure it contains up-to-date information regarding funding, delivery of services and changes in the signatory official of the CEO, **Lancaster County WDB** or PA CareerLink® partner(s) as needed; and then, renewed not less than once every three (3) year period to ensure appropriate funding and delivery of services.

Execution

After consensus has been reached, it is agreed **Lancaster County WDB** must circulate the finalized MOU and secure authorization from signatories representing each of the parties to the MOU. Authorized signatories for all the parties must review the MOU. Thereafter, the parties must return a completed, signed and dated *MOU Authority and Signature Page* to **Lancaster County WDB**. The MOU will be considered *fully executed* once all parties receive a copy of the complete MOU including all *MOU Authority and Signature Pages*.

Memorandum of Understanding

If it is determined that a MOU Party is unwilling to authorize the MOU, then **Lancaster County WDB** must ensure that the dispute resolution process is followed.

Effective Period

This MOU is entered into on **July 1, 2026**. This MOU will become *effective* as of the date of signing by the final signatory and will expire on **June 30, 2029**, unless any of the reasons found in the MOU's Termination section apply.

INFRASTRUCTURE FUNDING AGREEMENT

The MOU parties agree that Infrastructure Funding Agreement, or IFA, is an incorporated component of the MOU, and when consensus is reached, allows the Local Funding Mechanism to be employed.

The partners of the **Lancaster County WDA** PA CareerLink® sites have come together to establish a self-negotiated, rather than state funding mechanism-driven, method of covering costs associated with the one-stop system. Information related to costs, including those related to the MOU and Infrastructure Funding Agreements, the cost allocation methodology, steps to reach consensus, dispute resolution process, and impasse process are outlined below.

Note that the PA CareerLink® Operating Budget, or OB, is a fluid document; at times modifications will be needed to reflect changes in staffing levels or instances of increasing or decreasing costs associated with site operations. These budgets reflect current cost allocation methods applied to partners and are included in this MOU's PA CareerLink® Operating Budget section.

PA CareerLink® infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the PA CareerLink®, including, but not limited to:

- Rental of the facilities;
- Utilities and maintenance;
- Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,
- Technology to facilitate access to the PA CareerLink® including technology used for the center's planning and outreach activities.

All parties to the MOU and the IFA recognize that infrastructure costs are applicable to all required partners, whether they are physically located in the PA CareerLink® center or not. If a program's authorization does not require infrastructure contributions, but the partner contributes to infrastructure costs nonetheless the partner is to be a MOU Party. Each partner's contributions to these costs, however, may vary as these contributions are based on the proportionate use and relative benefit received, consistent with the partner programs' authorizing laws and regulations and the Uniform Guidance.

Partners

Partners funding the costs of infrastructure according to this IFA are the same as identified in the **MOU's partners' section**. In cases where no financial contribution is shown, the identified partner is either not present in the region therefore no financial contribution is expected, or their contribution is provided in-kind in lieu of a cash payment and is equivalent to the expected cash payment. PA CareerLink® offices maintain materials on programs that are not available in the region i.e., Job Corps, Indian and Native American programs and make referrals as appropriate.

Memorandum of Understanding

Infrastructure Costs

The PA CareerLink® Operating Budget, or OB, is the end result of MOU negotiations and the IFA process. It is necessary to maintain the **Lancaster County WDA's** high standard PA CareerLink® system. Furthermore, the PA CareerLink® OB will be the actual document that assigns each partner's shared cost or contribution of funding the region's PA CareerLink® system pursuant to the provisions of the MOU and its subparts. The OB is recognized as a MOU component, and that all parties may announce OB consensus through the exchange of correspondence between the local board and partners or by some other agreed upon procedure. Such agreed upon amendments or modifications will become part of the MOU. It includes the following *cost categories*, as required by WIOA and its implementing regulations:

- Infrastructure costs
- Additional Costs to include career services and shared services

The infrastructure portion of the OB for each PA CareerLink® is specific to the "infrastructure cost" cost category. The infrastructure costs lists appropriate infrastructure-related *cost pools*, and in turn, related *cost items* are listed with the cost pool. The infrastructure budget example below is specific to the 'infrastructure cost' category:

Cost Pool	Cost Item
Rent	
Utilities	Above the amount built into rent
Telephone	Local line & service
System Maintenance	Annual Maintenance
State LAN Connections	
Non-State LAN Connections	
Telecommunications/Internet	
Equipment & Technology Costs	Computer & Phone Maintenance
Fax	
Copier/FAX BWPO and Non-State	Monthly Lease
Supplies- Office	
Reasonable Accommodations	ADA/LEP, Language Line
Telephone Upgrade	
Assistive Technology	
Signage	
Other 'Common Identifier' Costs	
In-kind Contributions	In-kind, in lieu of
Telephone-Long Distance	Connection & Service
Liability Insurance	Building
Printing/Copier Use	Usage

All costs will be allocated according to partners' proportionate use and relative benefits received and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The PA CareerLink® OB is expected to be transparent and negotiated among partners on an equitable basis to ensure costs are shared appropriately. All partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair. All program income received will be used to offset rent expenses in the quarter in which the invoicing occurs.

The MOU parties agree to use L&I budget templates designed to allow local area customization and follow the rules attached to the budget templates. Agreed upon infrastructure budget information will be applied to the

Memorandum of Understanding

annual PA CareerLink® OB. These costs are identified in the OB – Part 1; and are allocated by partner based upon the agreed cost allocation methodology outlined in the OB – Part 3. These are not fixed costs and may change.

Cost Allocation Methodology

Within the **Lancaster County WDA** one-stop system, a variety of allocation methods are used as agreed upon by the MOU parties, which reflect the best measure of benefit received by the partner programs. Cost allocation methodologies are incorporated within the MOU's OB. The attached OBs outline the method of allocation by partner and includes utilizing a payment ration based on partner office sharing, direct square footage, telephone lines and internet connections and FTEs based on the number of staff that regularly occupy space within the one-stop.

All partners in the **Lancaster County WDA** are physically co-located in the one-stop center(s) as outlined in the Partner On-Site Representation Schedule section of the MOU, with the following exceptions:

Required Partners	Additional Partners
Unemployment Insurance	
Indian and Native American Program	
YouthBuild	
Job Corps	

These partners/programs are linked virtually through online service access to a program staff member via PA CareerLink® center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals.

The UI program, as a required partner, must contribute to the cost of infrastructure and certain additional services. The Indian and Native American, or INA, Program is strongly encouraged, but not required, to contribute to the cost of infrastructure and certain additional services. Even if not physically co-located within the PA CareerLink® Centers, a significant number of UI customers and a small number of INA customers use the local PA CareerLink® system to access services such as:

- Using resource room computers to file UI claims, conduct work searches, and communicate with off-site program staff
- Using resource room staff for general assistance for the above services and for general information
- Using other resource room equipment such as copiers, scanners, fax machines, or assistive technology for individuals with disabilities
- Obtaining labor market information
- Attending reemployment workshops
- Filing grievances or appeals

These services are utilized in direct benefit of the UI and INA programs and in support thereof and will, therefore, be proportionately paid for.

The **Lancaster County WDA** selected four (4) different allocation bases to determine overall partner contributions assigned on the Operating Budget. This was done in an effort to:

- Remedy the imbalance of non-physically represented partners, and
- Comply with the requirement of partners' contributions having to be in proportion to the partners' use of the one-stop center(s) and relative benefit received.

The **Lancaster County WDA** selected four (4) different allocation bases to include:

Memorandum of Understanding

- Full Time Equivalent, or FTE
- Rent Only/Flat Rate
- In-Kind In Lieu of Cash Payment
- Direct Square Footage Utilized

The parties to the MOU and IFA recognize a formal and fiduciary relationship with the public workforce system. Efforts will be made to track customer utilization of partner services and referrals between partner agencies to determine proportionate use and benefits more accurately.

In cases where a specific dollar amount is provided to a local area on behalf of a partner (e.g., PA Department of Community and Economic Development's annual contribution), the allocation method utilized to determine the area's award will also be utilized to determine the amount of financial support for the **Lancaster County WDA's** PA CareerLink® service sites.

OBs show each partner's percent allocation, broken down by methodology, which determines their annual contribution to the cost of operating the PA CareerLink® sites. The methodologies include the use of partner FTEs, as provided on the PA CareerLink® Staffing Survey, which is included with the attached OBs.

What follows is Methods of Allocation guidance: This table shows each partner's percent allocation (broken down by methodology), which determines their annual contribution to the cost of operating the PA CareerLink®. These methodologies are primarily based on partner full time equivalents, or FTEs, as provided on the PA CareerLink® Staffing Survey accompanying the Operating Budget. FTE's are calculated by day. One day equals .20 FTE. One day (.20 FTE) is the minimum allowable FTE calculation.

Program / Authorization	Partner Name / Acronym	FTE	% of FTE
Adult, Dislocated Worker, and Youth Programs - WIOA Title I	EDSI/EQUUS	13.21	27.810%
EARN	EDSI	11.30	23.790%
Work Ready	EDSI	1.20	2.526%
TANF Youth	EQUUS WFS	3.71	7.811%
Non-Custodial Parent Program	EQUUS WFS	0.40	0.842%
Business Services	EQUUS WFS	4.58	9.642%
Adult & Literacy Program - WIOA Title II	IU 13	0.00	0.000%
Adult & Literacy Program - WIOA Title II	Literacy Council	0.20	0.421%
Career & Technical Program - Carl D. Perkins Career & Technical Education Act	CTE LCCTC	0.20	0.421%
Career & Technical Program - Carl D. Perkins Career & Technical Education Act	CTE HACC	0.20	0.421%
Career & Technical Program - Carl D. Perkins Career & Technical Education Act	CTE Thaddeus Stevens	0.20	0.421%

Memorandum of Understanding

Employment and Training Activities - Community Services Block Grant Act	CSBG/DCED	0.00	0.000%
Youth Programs - WIOA Title I		0.00	0.000%
Job Corps - WIOA Title I C	Job Corps	0.60	1.263%
Jobs for Veterans State Grants - Chpt. 41 of Title 38 U.S.C.	JVSG (DVOP)	1.00	2.105%
Jobs for Veterans State Grants - Chpt. 41 of Title 38 U.S.C.	JVSG (LVER)	0.00	0.000%
Wagner Peyser Employment Services - WIOA Title III, Staff Development, Regional Staff	Wagner Peyser (BWPO)	1.25	2.632%
Reentry Employment Opportunities Program - Second Chance Act Sec. 212 and WIOA Sec. 169	PATHWAY HOME	0.00	0.000%
Senior Community Services Employment Program - Older Americans Act Title V	SCSEP - AARP	0.20	0.421%
Senior Community Services Employment Program - Older Americans Act Title V	SCEP - Office of Aging	0.20	0.421%
Temporary Assistance for Needy Families Program - Social Security Act Title IV	TANF/DHS	0.00	0.000%
Trade Adjustment Assistance Program - Trade Act Title II	Trade	0.00	0.000%
Unemployment Insurance Program - Unemployment Compensation Laws	UC	0.60	1.263%
Vocational Rehab Program - WIOA Title IV and Title 1 of Rehabilitation Act	OVR	1.80	3.790%
YouthBuild - WIOA Sec. 171	YouthBuild	0.00	0.000%
Reemployment	Reemployment	0.00	0.000%
Rapid Response - Additional Partner	Rapid Response	1.00	2.105%
Temporary Assistance for Needy Families Program - Social Security Act Title IV	TANF/DHS (Direct)	0.00	0.000%
National Farmworker Jobs Program - WIOA Sec. 167	NFJP(PATHSTONE)	0.00	0.000%
WIOA Title 1 Native American National Program	NANP	0.00	0.000%
Apprenticeship Training Office	ATO	0.00	0.000%
Workers Comp	Workers Comp	0.00	0.000%
Wagner-Peyser Staff Development	Staff Development	1.00	2.105%
Reemployment Services Eligibility and Assessments (RESEA) Grant	RESEA	3.75	7.895%
Apprenticeship & Training Office	ATO – Rent only	0.40	0.842%
WIOA BWDA office	BWDA – Rent only	0.50	1.053%
		47.50	100.00%

Memorandum of Understanding

The additional table below shows other options for allocation, which include, but are not limited to:

- Using a payment ratio based on partner office sharing, to allocate other methodologies, such as square footage, telephone lines and internet connections;
- FTEs based on days per week that partner staff are on-site; and
- Customers served, based on the previous program year's actual count of customers served, plus a projected increase or decrease for the applicable program year.

Other methodologies:

PARTNER	DAYS/WEEK	ASSIGNED OFFICE	OFFICE SHARING/ PAYMENT RATIO	# OF STAFF	FTEs BASED ON DAYS/WEEK	% OF TOTAL FTEs	ASSIGNED OFFICE SPACE/ SQUARE FOOTAGE	SQ. FT. PAID FOR BASED ON OFFICE SHARING/ PAYMENT RATIO	% OF TOTAL SQUARE FOOTAGE	# OF TELEPHONE LINES	TELEPHONE LINES PAID FOR BASED ON OFFICE SHARING/ PAYMENT RATIO	% OF TOTAL TELEPHONE LINES UTILIZED	# OF INTERNET CONNECTIONS	INTERNET CONNECTIONS PAID FOR BASED ON OFFICE SHARING/ PAYMENT RATIO	% OF TOTAL INTERNET CONNECTIONS UTILIZED	# OF CUSTOMERS SERVED*	% OF TOTAL CUSTOMERS SERVED
Partner A	5	Office 1	100%	1	1	31.250%	50	50	35.714%	1	1	33.333%	1	1	33.333%	807	36.832%
Partner B	3	Office 2	50%	1	0.6	18.750%	45	22.5	16.071%	1	0.5	16.667%	1	0.5	16.667%	328	14.970%
Partner C	3	Office 2	50%	1	0.6	18.750%		22.5	16.071%	1	0.5	16.667%	1	0.5	16.667%	215	9.813%
Partner D	4	Office 3	80%	1	0.8	25.000%	45	36	25.714%	1	0.8	26.667%	1	0.8	26.667%	718	32.770%
Partner E	1	Office 3	20%	1	0.2	6.250%		9	6.429%	1	0.2	6.667%	1	0.2	6.667%	123	5.614%
TOTALS				5	3.2	100.000%	140	140	100.000%	5	3	100.000%	5	3	100.000%	2191	100.000%

*Customers Served methodology based on previous program year actual numbers, plus a projected increase of 2%.

Steps to Reach Consensus

All parties agree that the steps to reach consensus for this IFA will be the same as described in the MOU's Terms and Conditions. Partners will make a concerted effort to negotiate the IFA along with the remainder of the MOU, including the overall operating budget, for the **Lancaster County WDA** PA CareerLink® network.

Dispute Resolution and Impasse

All parties will actively participate in Local IFA negotiations in a good faith effort to reach agreement. In case of disputes, parties shall attempt informal resolution first. Should informal resolution efforts fail, the process outlined in the MOU's Terms and Condition section that details Dispute Resolution must be followed.

If the LWDB, CEO and one-stop partners in a local area employed the dispute resolution process but still reach an impasse related to infrastructure cost funding, the State Funding Mechanism, or SFM, is triggered.

Steps to implement the State Funding Mechanism

Step 1: Notice of failure to reach consensus given to the Governor.

If the parties cannot reach consensus on methods of sufficiently funding a one-stop center's infrastructure costs and the amounts to be contributed by each local partner program, the **Lancaster County WDB** is required to notify the Governor. Notification must be given to the Governor no later than ninety (90) days before the expiration of the MOU.

Step 2: Negotiation materials provided to the Governor.

The **Lancaster County WDB** Chair (or designee) must provide the appropriate and relevant materials and documents used in the negotiations to the Governor, preferably at the time of the notification of failure to reach consensus, but no later than five (5) business days^{xiii} thereafter. At a minimum, the **Lancaster County WDB** Chair (or designee) must provide to the Governor:

- The local WIOA plan

Memorandum of Understanding

- The cost allocation methodology or methodologies proposed by the partners to be used in determining the proportionate share
- The proposed amounts or budget to fund infrastructure costs
- The amount of partner funds included
- The type of funds (cash, non-cash, and third-party in-kind contributions) available (including all documentation on how partners valued non-cash and third-party in-kind contributions consistent with 2 CFR 200.306)
- Any proposed or agreed on PA CareerLink® budget (for individual centers or a network of centers), and
- Any partially agreed upon, proposed, Operating Budget(s)
- Any partially agreed upon, proposed, or draft IFAs

The local board may also provide the Governor with additional materials that they or the Governor find to be appropriate.

Step 3: Governor Determinations and Calculations.

The Governor will:

- Determine one-stop center infrastructure budget(s)
- Establish cost allocation methodology(s)
- Determine partners' proportionate shares
- Calculate statewide caps
- Assess the aggregate total of infrastructure contributions as it relates to the statewide cap, and
- Adjust allocations

Once all determinations and calculations are completed, the Governor will notify the **Lancaster County WDB** Chair (or designee) of the final decision and provide a revised IFA for execution by the parties.

Step 4: Infrastructure Funding Agreement Execution

The Infrastructure Funding Agreement becomes effective as of the date of signing by the final signatory.

Programs may appeal the Governor's determinations of their infrastructure cost contributions in accordance with the process established under 20 CFR 678.750, 34 CFR 361.750, and 34 CFR 463.750.

IFA Modification

All parties agree to abide by the modification process, as outlined in the MOU's Terms and Conditions except as they may relate to modifying annual PA CareerLink® Operating Budgets. The **LANCASTER COUNTY WDB** will comply with L&I directives and guidance regarding operating budget modification.

Effective Period

This IFA is entered into on July 1, 2026. This IFA will become effective as of the date of signing by the final signatory below and will expire on June 30, 2029, unless any of the reasons in the MOU's Termination section apply.

Memorandum of Understanding

PA CAREERLINK® OPERATING BUDGET

The PA CareerLink® Operating Budget, or OB, is an incorporated MOU component. The purpose of this section is to establish a financial plan to fund the services and operating costs of the **Lancaster County WDA** PA CareerLink® system. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the One-Stop Operating Budget, also known as the PA CareerLink® Operating Budget or Operating Budget, is to develop the overarching parameters in establishing a funding mechanism that:

- Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the local area
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among partners (thereby improving each program's effectiveness)
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement and facility costs, and
- Ensures that costs are appropriately shared by PA CareerLink® partners by determining contributions based on the proportionate use of the one-stops and relative benefits received and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The partners consider the Operating Budget necessary to maintain **Lancaster County WDA's** high-standard PA CareerLink® system. Furthermore, the Operating Budget will be the actual document that assigns each partner's shared cost, or contribution, of funding to the **Lancaster County WDA** PA CareerLink® system pursuant to the provisions of this MOU and its subparts. The Operating Budget is a component to this MOU and that all parties may announce their consensus of the Operating Budget through the exchange of correspondence between the local board and partners or by some other agreed upon procedure.

Such agreed upon amendments, or modifications, will become part of this MOU. It includes, but is not limited to, the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure Costs (separately outlined in the Infrastructure Funding Agreement, or IFA),
- Additional Costs (career services and shared services); see WIOA Section 121(i)(1) and 20 CFR Rule 678.760

All costs will be allocated according to partners' proportionate use and relative benefits received and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The Operating Budget is expected to be transparent and negotiated among partners on an equitable basis to ensure costs are shared appropriately. All partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

Cost Reconciliation and Allocation Base Update

All parties agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process:

- Based upon L&I requirements, partners will provide the **Lancaster County WDB** with the following information no later than thirty (30) days after the end of each quarter, as applicable:
 - Quarterly cost information and documentation of the actual costs,
 - Updated staffing information (per the 1st day of a new program year and the 1st day of each subsequent quarter), and

Memorandum of Understanding

- Actual customer participation numbers (per the last day of the last month of each quarter).
- Upon receipt of the above information, the **Lancaster County WDB** will:
 - Compare budgeted costs to actual costs,
 - Update the allocation bases, and
 - Apply the updated allocation bases, as described in the Cost Allocation Methodology section above, to determine the actual costs allocable to each partner.
- The **Lancaster County WDB** will prepare an updated budget document showing cost adjustments and will prepare an invoice for each partner with the actual costs allocable to each partner for the quarter.
- The **Lancaster County WDB** will submit the invoices to the partners and send a copy of the updated budget to all parties no later than forty-five (45) days after the end of each quarter. The partners understand that the timeliness of the **Lancaster County WDB**'s preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each partner in providing the necessary cost information. For partners that advance funds to the local area, the **Lancaster County WDB** will only send a copy of the updated budget.
- Upon receipt of the invoice and adjusted budget, each partner will review both documents and will submit payment to the **Lancaster County WDB** no later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For partners that advance funds to the local area, the **Lancaster County WDB** may draw down funds for quarterly payments upon approval via email of the reconciled budget.
- Partners will communicate any disputes with costs in the invoice or the adjusted budget to the **Lancaster County WDB** in writing. The **Lancaster County WDB** will review the disputed cost items and respond accordingly to the partner and **Lancaster County WDB** within ten (10) days of receipt of notice of the disputed costs. When necessary, the **Lancaster County WDB** will revise the invoice and the adjusted budget upon resolution of the dispute.

Based upon L&I requirements, upon receipt of the above information, the **Lancaster County WDB**, or **Lancaster County** Fiscal Agent, will provide an Operating Budget – Financial Status Report, or OB FSR, on or before 45 days after the end of the quarter.

Attached PA CareerLink® Operating Budget (Appendix A)

The parties to the MOU have attached to this MOU a copy of the specified PA CareerLink® service site's PA CareerLink® Operating Budget as required by law.

Memorandum of Understanding

MOU AUTHORITY AND SIGNATURE PAGE

It is agreed a completed, signed, and dated MOU Authority and Signature page is required from each MOU signatory official representing a Party to the MOU. Completed MOU Authority and Signature pages are to be submitted to the **Lancaster County WDB**. All finalized MOU Authority and Signature pages are to be attached to the MOU and are considered a component of the MOU.

The effective period of this MOU is 7/1/26 to 6/30/29

By signing my name below, I, _____, representing _____, a Party to the MOU, certify that I have read and understand all components that compose this initial, re-negotiated, modified, or renewed MOU. All my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

- ☐ MOU
- ☐ Infrastructure Funding Agreement
- ☐ Operating Budget

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

- ☐ MOU
- ☐ Infrastructure Funding Agreement
- ☐ Operating Budget

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three (3) years;
- b) Upon re-negotiation, renewal, modification, or termination; or
- c) On June 30, 2029, whichever occurs earlier.

Signature

Date

Print Name and Title

Agency Name

Agency Contact Information

Program funding for this MOU: Federal ☐ State ☐ Other ☐

If Federal provide CFDA #: _____; if State provide appropriation identification: _____

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

1. **Renewal Agreement With:**

Berks Encore
Reading, PA

Purpose:

To continue to operate the regionally based Aging and Disabilities Resource Center (ADRC), which is comprised of many community organizations and provides covered services and supports that impact individuals over the age of 60 and adults with disabilities. The organizations represent a caring, knowledgeable network of collaborating partners which provide supportive services to consumers within the ADRC region (Berks, Lancaster and Lebanon Counties).

Amount/Term:

\$123,481.00 for the period July 1, 2026 through June 30, 2027.

Funding:

Federal funding.

2. **Renewal Agreement With:**

Michael C. Buonomo
Narvon, PA

Purpose:

To continue to perform psychological evaluations, behavioral supports and recommendations to clients of Office of Aging.

Amount/Term:

\$30,000.00 for the period July 1, 2026 through June 30, 2029.

This is a 4.5% increase or \$1.35 per 15-minute billable service rate due to increase in administrative and travel expenses.

Funding:

State Aging Block Grant.

3. **Renewal Agreement With:**

Communication Essentials, LLC
Lancaster, PA

Purpose:

To continue to provide interpretation services on an as-needed basis.

Amount/Term:

\$30,000.00 for the period July 1, 2026 through June 30, 2029.

Funding:

State Aging Block Grant.

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

Contract Awards To:

Brenntag Northeast
Buckmans, Inc.
Carmeuse Lime & Stone
Evoqua Water Technologies
George S. Coyne Chemical Co.
JCI Jones Chemicals, Inc.
NORWECO
Paradigm Labs
Shannon Chemical Corporation
Univar Solutions USA
USALCO

Purpose:

To provide chemicals for water, pool and sewage treatment for Lancaster County and the Lancaster County Purchasing Cooperative.

Amount/Term:

\$5,403,187.23 for one year commencing April 1, 2026 through March 31, 2027.
6.21% increase in costs.

Lancaster County portion: \$46,400.00, 2.02% increase from 2025.

Funding:

General Services budget.

CHEMICALS - WATER, POOL, & SEWAGE TREATMENT AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the COUNTY OF LANCASTER (hereinafter "the COUNTY") a class 2A county of the Commonwealth of Pennsylvania with an address of 150 North Queen Street, Lancaster, PA 17603 and Brenntag Northeast (hereinafter "CONTRACTOR") whose principal address is 81 W. Huller Lane, Reading, PA 19605.

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

1. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT specifically Item(s): 8B,14,19,20,28A,30,32, and 38 at the invitation of the COUNTY including but not limited to those described in Section 3 of the Invitation for Bid (26-002).
2. **COMPENSATION.** The COUNTY agrees to pay CONTRACTOR for the services listed in this Agreement at the rate and in the manner indicated in CONTRACTOR's executed and accepted Bid. Said payment shall be the total compensation paid by the COUNTY to CONTRACTOR, including all related incidental work thereto.
3. **REPRESENTATIONS.** CONTRACTOR further agrees to the following:
 - a. CONTRACTOR shall strictly maintain all clients' confidentiality and rights to privacy regarding names, identities, clients, records, etc.
 - b. CONTRACTOR agrees to comply with Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") regulations regarding the identification, use, and disclosure of Protected Health Information (PHI). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
 - c. CONTRACTOR, its agents, employees, directors, and officers shall not be considered employees of the COUNTY for any purpose and specifically as any benefits or withholding of taxes is concerned. No withholding will be made by the COUNTY for any federal, state, social security, or local taxes from the amounts paid to CONTRACTOR by the COUNTY. CONTRACTOR agrees to be solely responsible for the withholding and payment of such taxes.
 - d. CONTRACTOR, its agents, employees, directors, and officers shall not be covered by the COUNTY'S workers' compensation or unemployment insurance provided by the COUNTY to its employees and expressly waives any such coverage. The COUNTY shall not be responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of any act or omission, or any violation of law on the part of third persons causing damage to the CONTRACTOR.
 - e. CONTRACTOR shall not assign its rights or obligations under this AGREEMENT to any other person or entity whatsoever unless written consent is first obtained from the COUNTY.

- f. In order to protect the COUNTY'S goodwill, CONTRACTOR, its agents, employees, and officers all agree to conduct themselves reasonably, prudently, and courteously in such a manner so as not to reflect adversely upon the COUNTY; and CONTRACTOR will perform at all times faithfully, industriously, and to the best of its ability, experience, and talents all of the duties that may be required pursuant to the expressed and implicit terms of this AGREEMENT, and to the complete satisfaction of the COUNTY; and will act in conformity with all statutes, regulations, and ordinances of the United States, the Commonwealth of Pennsylvania, and the COUNTY.
 - g. CONTRACTOR certifies that it is in compliance with the Drug-Free Workplace Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the COUNTY.
 - h. CONTRACTOR agrees to replace any individual on its service team upon reasonable invitation of the COUNTY. The COUNTY has the sole right to accept and reject any individual assigned to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT.
4. TERM OF AGREEMENT. This AGREEMENT shall remain in effect for one (1) year commencing on April 1, 2026, and terminating March 31, 2027. Either party may terminate this AGREEMENT by giving the other party ninety (90) days' written notice.

The term of this Agreement shall be for a one (1) year base period commencing on April 1, 2026, and terminating March 31, 2027.

5. OPTION TO EXTEND PERFORMANCE PERIOD. The COUNTY may, by written notice to CONTRACTOR prior to the expiration of the Contract, extend the terms of the AGREEMENT for a period of not less than one-month (30 days) and not more than ninety (90) days, provided that the COUNTY shall give the CONTRACTOR a preliminary written notice of its intent to extend at least ninety (90) days before the AGREEMENT expires.
- a. The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the Bid Pricing Form shall apply to any extension made pursuant to this option provision, unless otherwise lowered by CONTRACTOR.
6. INCORPORATION OF BID, CONTRACT MODIFICATION, AMENDMENT, AND TERMINATION. CONTRACTOR agrees to comply with the terms and conditions set forth in its bid, the IFB and any addenda thereto, and any negotiated additions or changes to the received bid, all of which are incorporated herein by reference as though fully set forth at length. This AGREEMENT incorporates, in order of precedence, the following:
- 1. The AGREEMENT.
 - 2. The County Invitation for Bid (IFB) and any addenda thereto.
 - 3. CONTRACTOR's proposal submission and any subsequent correspondence.

- a. This document and all the above-referenced documents contain all terms, provisions, and conditions of the AGREEMENT. All provisions thereof are intended by the parties to be whole and entire.
 - b. Any alteration, variation, modifications, or waiver of any provision of the AGREEMENT shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this AGREEMENT.
 - c. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this AGREEMENT.
 - d. The COUNTY may terminate this AGREEMENT at any time, upon thirty (30) days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.
 - e. The County shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence, or other pertinent data and information gathered by, or computed by CONTRACTOR under this agreement. However, the CONTRACTOR shall remain the owners of their methodologies, trade secrets, and other copyrighted forms and materials.
7. INDEMNIFICATION. CONTRACTOR, its officers, directors, agents, employees, heirs, successors, and assigns shall indemnify and hold harmless the COUNTY, its Commissioners, officers, employees, representatives, and agents and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties, and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the COUNTY, its Commissioners, officers, employees, representatives, and agents arising from or related to its performance, including but not limited to CONTRACTOR's negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions, of this AGREEMENT.
- a. CONTRACTOR further agrees to indemnify and save harmless the COUNTY from any and all actions, claims and demands whatsoever that may result from CONTRACTOR's use of any facilities owned by the COUNTY, and does further agree to repair any damage to the COUNTY-owned property caused by CONTRACTOR's negligence or willful actions.
 - b. It is not the intention of this Section, or anything herein provided, to confer in a third-party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the COUNTY a right of action either under this AGREEMENT or in any manner whatsoever.
8. LIABILITY AND OTHER INSURANCE. CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall maintain and provide certification of the following: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent

necessary under applicable law, (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and for such risks as the COUNTY may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by CONTRACTOR. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously in full force and effect.

9. GENERAL REQUIREMENTS FOR INSURANCE. Except as otherwise approved by the COUNTY in writing, the following provisions shall apply to each and every policy of insurance which CONTRACTOR is required hereunder to carry:

- a. The form, amount, and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the COUNTY's approval;
- b. CONTRACTOR shall cause each insurance carrier to deliver its certificate of insurance to the COUNTY and to any other party designated by the COUNTY, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the COUNTY's Invitation;
- c. At least thirty (30) days prior to the expiration of each policy, CONTRACTOR shall provide the COUNTY with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, a sixty (60) day notice of such action shall be sent via certified mail to the COUNTY;
- d. CONTRACTOR shall not permit any condition to exist and shall not commit any act or omission which would wholly or partially invalidate any insurance.
- e. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability;
- f. The requirements described above are also applicable to any and all other employees or subcontractors hired by CONTRACTOR to perform work under this contract.

10. INSURANCE.

- a. The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this AGREEMENT, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.
 - i. General Liability Insurance:
 - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate
 - Products-Comp/Ops: \$2,000,000 in the aggregate
 - Personal & Advertising Injury: \$1,000,000 in the aggregate
 - Medical Expense (any person): \$5,000 per occurrence

Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).

Cyber Liability: \$2,000,000

ii. Workers' Compensation and Employers' Liability Insurance:

Limits of Liability: Workers' Compensation - Statutory Limits.

Employers' Liability –

Bodily Injury by Accident: \$500,000 Each Accident

Bodily Injury by Disease: \$500,000 Each Employee

Bodily Injury by Disease: \$500,000 Policy Limit

Other States' coverage and Pennsylvania endorsement.

iii. Automobile Liability:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

Coverage: Owner, non-owned, and hired vehicles.

iv. Professional Liability Insurance:

Limits of Liability: \$1,000,000 by claim and \$1,000,000 in the aggregate.

Coverage: For occurrences happening during the performance of services required under this AGREEMENT, coverage shall be maintained in full force and effect under the policy for the full term of the AGREEMENT period, including options and extensions. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.

v. Umbrella Liability: Umbrella and/or Excess Liability Coverage in the amount of \$1,000,000.

b. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, with have been rated A- or better by A.M. Best Rating Service, which are licensed to do business in the Commonwealth of Pennsylvania.

c. CONTRACTOR shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering CONTRACTOR for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this AGREEMENT, including any negligent or otherwise wrongful acts or omissions by CONTRACTOR or any employee or agent thereof in at least such amounts and on such terms as follows: For third party damages, \$2,000,000 for each "event" subject to an annual aggregate limit of \$4,000,000. For first party privacy response costs incurred by CONTRACTOR, \$2,000,000 each event and aggregate. This includes but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the Pennsylvania HIPAA Act). Upon request, CONTRACTOR shall furnish the COUNTY, upon request and as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. CONTRACTOR shall not cancel or reduce any such insurance without the

prior written consent of the COUNTY. CONTRACTOR shall notify the COUNTY in writing within five (5) business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew, or rescind cyber liability insurance or Errors and Omissions insurance.

- d. If CONTRACTOR desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.
- e. The COUNTY reserves the right to review categories and levels of insurance coverage held by CONTRACTOR in an ongoing program of risk management. CONTRACTOR will be notified, in writing, of coverage requirements as determined by this review and CONTRACTOR agrees to secure such requested coverage.
- f. If CONTRACTOR fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the AGREEMENT and to exercise all appropriate rights and remedies.
- g. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this AGREEMENT.
- h. Waiver of subrogation in favor of the COUNTY, its Board of Commissioners, employees, directors, officers, departments, and divisions applies under all policies.
- i. When it applies, Additional Insured must read: The County of Lancaster, its Board of Commissioners, employees, directors, officers, departments, and divisions shall be included as additional insured with respect to the work performed for this contract: CHEMICALS - WATER, POOL, & SEWAGE TREATMENT IFB #26-002.
- j. Cancellation Clause must read: Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- k. Certificate Holder - County of Lancaster, Attn: Purchasing Department, 150 North Queen Street, Lancaster, PA 17603.
- l. CONTRACTOR hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the COUNTY. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. § 481(b)] of said Act.
- m. CONTRACTOR shall accept full responsibility for the payment of premiums of all insurance for CONTRACTOR or CONTRACTOR's employees who are performing services pursuant to this AGREEMENT.

11. HOLD HARMLESS CLAUSE. In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission, or negligence of CONTRACTOR be procured or kept in full force and effect, CONTRACTOR shall indemnify, defend, and save harmless the COUNTY against losses, claims, and demands to the same extent as the COUNTY would have been indemnified by each insurance if it had been in full force and effect.
12. INDEPENDENT CAPACITY OF CONTRACTOR. CONTRACTOR, its employees, and agents are not deemed to be employees of the COUNTY in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.
13. NO ASSIGNMENT. CONTRACTOR shall not assign any part of this AGREEMENT without prior written approval of the COUNTY.
14. LIQUIDATED DAMAGES
- a. If CONTRACTOR fails to perform the services within the time specified in this AGREEMENT, or any extension, CONTRACTOR shall, in place of actual damages, pay to the COUNTY as fixed, agreed, and liquidated damages, for each occurrence, the following:
 - i. In the event that the AGREEMENT is terminated, in whole or in part, for default or because CONTRACTOR fails to perform satisfactorily, CONTRACTOR may be charged the sum of \$250.00 per day for each calendar day from the date of notification until the date of correction.
 - b. Alternatively, if delivery or performance is so delayed, the COUNTY may terminate this AGREEMENT in whole or in part. In that event, CONTRACTOR shall be liable for fixed, agreed, and liquidated damages accruing until the time the COUNTY may reasonably obtain delivery or performance of similar supplies or services.
 - c. CONTRACTOR shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of CONTRACTOR.
15. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR(S). Funds are not presently available for performance under this contract beyond December 31, 2026, or for services initially contemplated for performance starting in 2027. The COUNTY's obligation for performance of the AGREEMENT beyond December 31, 2026, is contingent upon the availability of appropriated funds upon which payment for AGREEMENT purposes can be made. No legal liability on the part of the COUNTY for any payment may arise for performance under this AGREEMENT beyond December 31, 2026, until funds are made available by the COUNTY and until CONTRACTOR receives notice of availability, to be confirmed in writing by the issuance of a Delivery Order or Purchase Order by the County Purchasing Department.
16. FAMILIARITY WITH PROPOSED WORK. CONTRACTOR certifies that it has carefully considered the work proposed and the COUNTY's Invitation for Bid to determine the difficulties and requirements incidental to the prosecution of the work, and that it possesses the necessary experience, expertise, and resources to meet or exceed the needs expressed in the IFB.

17. NON-DISCRIMINATION. CONTRACTOR agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services. CONTRACTOR expressly agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that CONTRACTOR has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment, or other entity, but CONTRACTOR shall remain primarily responsible for compliance hereunder.
18. CERTIFICATION REGARDING IMPARTIALITY AND CONFLICT OF INTEREST. CONTRACTOR certifies that it is a totally independent contractor and that to the best of its knowledge, no COUNTY official or employee is also an owner, corporate officer, or employee of its business, or has a vested interest, financial or otherwise, in this AGREEMENT or in the business of CONTRACTOR.
- a. CONTRACTOR further certifies that it has fully disclosed as part of its Bid, in writing and prior to executing this AGREEMENT, which of its owners, corporate officers, management level employees, and associates is employed by the COUNTY or is a family member of a COUNTY employee, stating the persons' names and positions with CONTRACTOR and whether such individual has a position of authority and/or will be involved with the CONTRACTOR duties on a daily/monthly basis.
 - b. CONTRACTOR will inform the COUNTY in writing immediately if any potential conflict of interest arises during the performance of this AGREEMENT. Conflict of interest may constitute grounds for termination of this AGREEMENT following notification by the COUNTY to CONTRACTOR (allowing CONTRACTOR a reasonable opportunity to respond) where same is not corrected by CONTRACTOR within a reasonable time period after notice.
19. IMMIGRATION REFORM AND CONTROL ACT OF 1986. CONTRACTOR recognizes its responsibilities to assure the identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.
20. STATUTES APPLICABLE TO THIS AGREEMENT. CONTRACTOR is responsible for familiarity and compliance with all statutes that apply to its performance under this AGREEMENT.
21. NO ARBITRATION CLAUSES. CONTRACTOR agrees that no AGREEMENT with the County shall include Arbitration Clauses.
22. LICENSING. CONTRACTOR and all individuals acting under the authority of the CONTRACTOR shall at all times be appropriately licensed in the Commonwealth of Pennsylvania to perform all services under this Agreement. Failure to be so licensed shall be an instance of default.

23. DEFAULT/BREACH/RESOLUTION. If CONTRACTOR or the COUNTY defaults in its performance under the Terms and Conditions of the AGREEMENT, the defaulting party shall be promptly notified in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this AGREEMENT will be terminated. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the AGREEMENT. In addition, should the default of CONTRACTOR necessitate the County termination of this contract in whole or in part, COUNTY may acquire, correct, or replace with services or supplies similar to those terminated and CONTRACTOR shall pay to the COUNTY the cost occasioned by its default and/or make an equitable adjustment in the contract price at the option of the COUNTY.
24. AGREEMENT NOT TO HIRE. CONTRACTOR and the COUNTY both agree not to solicit, hire, contract with, or engage the employment or services of any employee or former employee of CONTRACTOR or the COUNTY during the period of, and for one (1) year after, the termination of the AGREEMENT without prior written approval of the other party. CONTRACTOR and the COUNTY agree that such approval will not be unreasonably withheld.
25. CONFIDENTIAL INFORMATION. All Information contained in the files of the COUNTY and all departments thereof is considered "Confidential Information." "Confidential Information" means any and all information, data, documents, files, and records disclosed to CONTRACTOR by the COUNTY either directly or indirectly, in writing or orally. Confidential Information does not include information which (i) is known to CONTRACTOR at the time of disclosure to CONTRACTOR by the COUNTY as evidenced by written records of CONTRACTOR, (ii) has become publicly known and made generally available through no wrongful act of CONTRACTOR or (iii) has been rightfully received by CONTRACTOR from a third party who is authorized to make such disclosure.
- a. CONTRACTOR agrees not to use any Confidential Information disclosed to it by the COUNTY for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between CONTRACTOR and the COUNTY to third parties or to employees of CONTRACTOR except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. CONTRACTOR will have or has had employees who have access to Confidential Information of the COUNTY sign a nondisclosure agreement in content substantially similar to this AGREEMENT and will promptly notify the COUNTY in writing of the names of each such employee upon the Invitation of the COUNTY at any time. CONTRACTOR agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the COUNTY in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that CONTRACTOR utilizes to protect its own Confidential Information of a similar nature. CONTRACTOR agrees to notify the COUNTY promptly in writing of any misuse or misappropriation of Confidential Information of the COUNTY which may come to CONTRACTOR's attention.

26. HIPAA. If applicable, CONTRACTOR agrees to comply with HIPAA. CONTRACTOR assumes any and all responsibility for compliance with HIPAA relative to the processing, confidentiality, and security of medical and/or health information and related documentation/records in connection with CONTRACTOR's provision of services as set forth under the AGREEMENT. CONTRACTOR hereby agrees to indemnify, defend, reimburse, and hold harmless the COUNTY, its officers, agents, and employees for, or on account of, any violation of HIPAA attributable to its performance under the AGREEMENT which subjects the COUNTY to any non-compliance penalties, whether civil or otherwise.
27. CHOICE OF LAW. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, The laws of the Commonwealth of Pennsylvania, United States of America (including its statutes of limitations), without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.
28. CHOICE OF FORMUM. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the courts of the Commonwealth of Pennsylvania, County of Lancaster, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Pennsylvania, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
27. JURISDICTION. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the Federal Court for the Eastern District of Pennsylvania.

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

ATTEST:

**LANCASTER COUNTY
BOARD OF COMMISSIONERS**

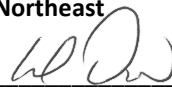
Lawrence M. George, Administrator/Chief Clerk

Ray D' Agostino, Chairman

Joshua G. Parson, Vice Chairman

Alice Yoder, Commissioner

VENDOR:
Brenntag Northeast



CHEMICALS - WATER, POOL, & SEWAGE TREATMENT AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the COUNTY OF LANCASTER (hereinafter "the COUNTY") a class 2A county of the Commonwealth of Pennsylvania with an address of 150 North Queen Street, Lancaster, PA 17603 and Buckmans, Inc. (hereinafter "CONTRACTOR") whose principal address is 105 Airport Road, Pottstown, PA 19464.

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

1. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT specifically Item(s): 7 at the invitation of the COUNTY including but not limited to those described in Section 3 of the Invitation for Bid (26-002).
2. **COMPENSATION.** The COUNTY agrees to pay CONTRACTOR for the services listed in this Agreement at the rate and in the manner indicated in CONTRACTOR's executed and accepted Bid. Said payment shall be the total compensation paid by the COUNTY to CONTRACTOR, including all related incidental work thereto.
3. **REPRESENTATIONS.** CONTRACTOR further agrees to the following:
 - a. CONTRACTOR shall strictly maintain all clients' confidentiality and rights to privacy regarding names, identities, clients, records, etc.
 - b. CONTRACTOR agrees to comply with Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") regulations regarding the identification, use, and disclosure of Protected Health Information (PHI). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
 - c. CONTRACTOR, its agents, employees, directors, and officers shall not be considered employees of the COUNTY for any purpose and specifically as any benefits or withholding of taxes is concerned. No withholding will be made by the COUNTY for any federal, state, social security, or local taxes from the amounts paid to CONTRACTOR by the COUNTY. CONTRACTOR agrees to be solely responsible for the withholding and payment of such taxes.
 - d. CONTRACTOR, its agents, employees, directors, and officers shall not be covered by the COUNTY'S workers' compensation or unemployment insurance provided by the COUNTY to its employees and expressly waives any such coverage. The COUNTY shall not be responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of any act or omission, or any violation of law on the part of third persons causing damage to the CONTRACTOR.
 - e. CONTRACTOR shall not assign its rights or obligations under this AGREEMENT to any other person or entity whatsoever unless written consent is first obtained from the COUNTY.
 - f. In order to protect the COUNTY'S goodwill, CONTRACTOR, its agents, employees, and

officers all agree to conduct themselves reasonably, prudently, and courteously in such a manner so as not to reflect adversely upon the COUNTY; and CONTRACTOR will perform at all times faithfully, industriously, and to the best of its ability, experience, and talents all of the duties that may be required pursuant to the expressed and implicit terms of this AGREEMENT, and to the complete satisfaction of the COUNTY; and will act in conformity with all statutes, regulations, and ordinances of the United States, the Commonwealth of Pennsylvania, and the COUNTY.

- g. CONTRACTOR certifies that it is in compliance with the Drug-Free Workplace Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the COUNTY.
 - h. CONTRACTOR agrees to replace any individual on its service team upon reasonable invitation of the COUNTY. The COUNTY has the sole right to accept and reject any individual assigned to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT.
4. TERM OF AGREEMENT. This AGREEMENT shall remain in effect for one (1) year commencing on April 1, 2026, and terminating March 31, 2027. Either party may terminate this AGREEMENT by giving the other party ninety (90) days' written notice.

The term of this Agreement shall be for a one (1) year base period commencing on April 1, 2026, and terminating March 31, 2027.

5. OPTION TO EXTEND PERFORMANCE PERIOD. The COUNTY may, by written notice to CONTRACTOR prior to the expiration of the Contract, extend the terms of the AGREEMENT for a period of not less than one-month (30 days) and not more than ninety (90) days, provided that the COUNTY shall give the CONTRACTOR a preliminary written notice of its intent to extend at least ninety (90) days before the AGREEMENT expires.
- a. The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the Bid Pricing Form shall apply to any extension made pursuant to this option provision, unless otherwise lowered by CONTRACTOR.
6. INCORPORATION OF BID, CONTRACT MODIFICATION, AMENDMENT, AND TERMINATION. CONTRACTOR agrees to comply with the terms and conditions set forth in its bid, the IFB and any addenda thereto, and any negotiated additions or changes to the received bid, all of which are incorporated herein by reference as though fully set forth at length. This AGREEMENT incorporates, in order of precedence, the following:
- 1. The AGREEMENT.
 - 2. The County Invitation for Bid (IFB) and any addenda thereto.
 - 3. CONTRACTOR's proposal submission and any subsequent correspondence.

- a. This document and all the above-referenced documents contain all terms, provisions, and conditions of the AGREEMENT. All provisions thereof are intended by the parties to be whole and entire.
 - b. Any alteration, variation, modifications, or waiver of any provision of the AGREEMENT shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this AGREEMENT.
 - c. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this AGREEMENT.
 - d. The COUNTY may terminate this AGREEMENT at any time, upon thirty (30) days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.
 - e. The County shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence, or other pertinent data and information gathered by, or computed by CONTRACTOR under this agreement. However, the CONTRACTOR shall remain the owners of their methodologies, trade secrets, and other copyrighted forms and materials.
7. INDEMNIFICATION. CONTRACTOR, its officers, directors, agents, employees, heirs, successors, and assigns shall indemnify and hold harmless the COUNTY, its Commissioners, officers, employees, representatives, and agents and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties, and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the COUNTY, its Commissioners, officers, employees, representatives, and agents arising from or related to its performance, including but not limited to CONTRACTOR's negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions, of this AGREEMENT.
- a. CONTRACTOR further agrees to indemnify and save harmless the COUNTY from any and all actions, claims and demands whatsoever that may result from CONTRACTOR's use of any facilities owned by the COUNTY, and does further agree to repair any damage to the COUNTY-owned property caused by CONTRACTOR's negligence or willful actions.
 - b. It is not the intention of this Section, or anything herein provided, to confer in a third-party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the COUNTY a right of action either under this AGREEMENT or in any manner whatsoever.
8. LIABILITY AND OTHER INSURANCE. CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall maintain and provide certification of the following: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists)

in such amounts to afford minimum protection per occurrence as described below, and for such risks as the COUNTY may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by CONTRACTOR. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously in full force and effect.

9. **GENERAL REQUIREMENTS FOR INSURANCE.** Except as otherwise approved by the COUNTY in writing, the following provisions shall apply to each and every policy of insurance which CONTRACTOR is required hereunder to carry:

- a. The form, amount, and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the COUNTY's approval;
- b. CONTRACTOR shall cause each insurance carrier to deliver its certificate of insurance to the COUNTY and to any other party designated by the COUNTY, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the COUNTY's Invitation;
- c. At least thirty (30) days prior to the expiration of each policy, CONTRACTOR shall provide the COUNTY with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, a sixty (60) day notice of such action shall be sent via certified mail to the COUNTY;
- d. CONTRACTOR shall not permit any condition to exist and shall not commit any act or omission which would wholly or partially invalidate any insurance.
- e. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability;
- f. The requirements described above are also applicable to any and all other employees or subcontractors hired by CONTRACTOR to perform work under this contract.

10. **INSURANCE.**

- a. The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this AGREEMENT, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.
 - i. General Liability Insurance:
 - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate
 - Products-Comp/Ops: \$2,000,000 in the aggregate
 - Personal & Advertising Injury: \$1,000,000 in the aggregate
 - Medical Expense (any person): \$5,000 per occurrence
 - Coverage: Premise operations, blanket contractual liability, personal injury

liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).

Cyber Liability: \$2,000,000

ii. Workers' Compensation and Employers' Liability Insurance:

Limits of Liability: Workers' Compensation - Statutory Limits.

Employers' Liability –

Bodily Injury by Accident: \$500,000 Each Accident

Bodily Injury by Disease: \$500,000 Each Employee

Bodily Injury by Disease: \$500,000 Policy Limit

Other States' coverage and Pennsylvania endorsement.

iii. Automobile Liability:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

Coverage: Owner, non-owned, and hired vehicles.

iv. Professional Liability Insurance:

Limits of Liability: \$1,000,000 by claim and \$1,000,000 in the aggregate.

Coverage: For occurrences happening during the performance of services required under this AGREEMENT, coverage shall be maintained in full force and effect under the policy for the full term of the AGREEMENT period, including options and extensions. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.

v. Umbrella Liability: Umbrella and/or Excess Liability Coverage in the amount of \$1,000,000.

- b. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, which have been rated A- or better by A.M. Best Rating Service, which are licensed to do business in the Commonwealth of Pennsylvania.
- c. CONTRACTOR shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering CONTRACTOR for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this AGREEMENT, including any negligent or otherwise wrongful acts or omissions by CONTRACTOR or any employee or agent thereof in at least such amounts and on such terms as follows: For third party damages, \$2,000,000 for each "event" subject to an annual aggregate limit of \$4,000,000. For first party privacy response costs incurred by CONTRACTOR, \$2,000,000 each event and aggregate. This includes but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the Pennsylvania HIPAA Act). Upon request, CONTRACTOR shall furnish the COUNTY, upon request and as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. CONTRACTOR shall not cancel or reduce any such insurance without the prior written consent of the COUNTY. CONTRACTOR shall notify the COUNTY in writing

within five (5) business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew, or rescind cyber liability insurance or Errors and Omissions insurance.

- d. If CONTRACTOR desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.
- e. The COUNTY reserves the right to review categories and levels of insurance coverage held by CONTRACTOR in an ongoing program of risk management. CONTRACTOR will be notified, in writing, of coverage requirements as determined by this review and CONTRACTOR agrees to secure such requested coverage.
- f. If CONTRACTOR fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the AGREEMENT and to exercise all appropriate rights and remedies.
- g. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this AGREEMENT.
- h. Waiver of subrogation in favor of the COUNTY, its Board of Commissioners, employees, directors, officers, departments, and divisions applies under all policies.
- i. When it applies, Additional Insured must read: The County of Lancaster, its Board of Commissioners, employees, directors, officers, departments, and divisions shall be included as additional insured with respect to the work performed for this contract: CHEMICALS - WATER, POOL, & SEWAGE TREATMENT IFB #26-002.
- j. Cancellation Clause must read: Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- k. Certificate Holder - County of Lancaster, Attn: Purchasing Department, 150 North Queen Street, Lancaster, PA 17603.
- l. CONTRACTOR hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the COUNTY. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. § 481(b)] of said Act.
- m. CONTRACTOR shall accept full responsibility for the payment of premiums of all insurance for CONTRACTOR or CONTRACTOR's employees who are performing services pursuant to this AGREEMENT.

11. HOLD HARMLESS CLAUSE. In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission, or negligence of CONTRACTOR be procured or kept in full force and effect, CONTRACTOR shall indemnify, defend, and save harmless the COUNTY against losses, claims, and demands to the same extent as the COUNTY would have been indemnified by each insurance if it had been in full force and effect.
12. INDEPENDENT CAPACITY OF CONTRACTOR. CONTRACTOR, its employees, and agents are not deemed to be employees of the COUNTY in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.
13. NO ASSIGNMENT. CONTRACTOR shall not assign any part of this AGREEMENT without prior written approval of the COUNTY.
14. LIQUIDATED DAMAGES
- a. If CONTRACTOR fails to perform the services within the time specified in this AGREEMENT, or any extension, CONTRACTOR shall, in place of actual damages, pay to the COUNTY as fixed, agreed, and liquidated damages, for each occurrence, the following:
 - i. In the event that the AGREEMENT is terminated, in whole or in part, for default or because CONTRACTOR fails to perform satisfactorily, CONTRACTOR may be charged the sum of \$250.00 per day for each calendar day from the date of notification until the date of correction.
 - b. Alternatively, if delivery or performance is so delayed, the COUNTY may terminate this AGREEMENT in whole or in part. In that event, CONTRACTOR shall be liable for fixed, agreed, and liquidated damages accruing until the time the COUNTY may reasonably obtain delivery or performance of similar supplies or services.
 - c. CONTRACTOR shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of CONTRACTOR.
15. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR(S). Funds are not presently available for performance under this contract beyond December 31, 2026, or for services initially contemplated for performance starting in 2027. The COUNTY's obligation for performance of the AGREEMENT beyond December 31, 2026, is contingent upon the availability of appropriated funds upon which payment for AGREEMENT purposes can be made. No legal liability on the part of the COUNTY for any payment may arise for performance under this AGREEMENT beyond December 31, 2026, until funds are made available by the COUNTY and until CONTRACTOR receives notice of availability, to be confirmed in writing by the issuance of a Delivery Order or Purchase Order by the County Purchasing Department.
16. FAMILIARITY WITH PROPOSED WORK. CONTRACTOR certifies that it has carefully considered the work proposed and the COUNTY's Invitation for Bid to determine the difficulties and requirements incidental to the prosecution of the work, and that it possesses the necessary experience, expertise, and resources to meet or exceed the needs expressed in the IFB.

17. NON-DISCRIMINATION. CONTRACTOR agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services. CONTRACTOR expressly agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that CONTRACTOR has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment, or other entity, but CONTRACTOR shall remain primarily responsible for compliance hereunder.
18. CERTIFICATION REGARDING IMPARTIALITY AND CONFLICT OF INTEREST. CONTRACTOR certifies that it is a totally independent contractor and that to the best of its knowledge, no COUNTY official or employee is also an owner, corporate officer, or employee of its business, or has a vested interest, financial or otherwise, in this AGREEMENT or in the business of CONTRACTOR.
- a. CONTRACTOR further certifies that it has fully disclosed as part of its Bid, in writing and prior to executing this AGREEMENT, which of its owners, corporate officers, management level employees, and associates is employed by the COUNTY or is a family member of a COUNTY employee, stating the persons' names and positions with CONTRACTOR and whether such individual has a position of authority and/or will be involved with the CONTRACTOR duties on a daily/monthly basis.
 - b. CONTRACTOR will inform the COUNTY in writing immediately if any potential conflict of interest arises during the performance of this AGREEMENT. Conflict of interest may constitute grounds for termination of this AGREEMENT following notification by the COUNTY to CONTRACTOR (allowing CONTRACTOR a reasonable opportunity to respond) where same is not corrected by CONTRACTOR within a reasonable time period after notice.
19. IMMIGRATION REFORM AND CONTROL ACT OF 1986. CONTRACTOR recognizes its responsibilities to assure the identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.
20. STATUTES APPLICABLE TO THIS AGREEMENT. CONTRACTOR is responsible for familiarity and compliance with all statutes that apply to its performance under this AGREEMENT.
21. NO ARBITRATION CLAUSES. CONTRACTOR agrees that no AGREEMENT with the County shall include Arbitration Clauses.
22. LICENSING. CONTRACTOR and all individuals acting under the authority of the CONTRACTOR shall at all times be appropriately licensed in the Commonwealth of Pennsylvania to perform all services under this Agreement. Failure to be so licensed shall be an instance of default.

23. DEFAULT/BREACH/RESOLUTION. If CONTRACTOR or the COUNTY defaults in its performance under the Terms and Conditions of the AGREEMENT, the defaulting party shall be promptly notified in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this AGREEMENT will be terminated. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the AGREEMENT. In addition, should the default of CONTRACTOR necessitate the County termination of this contract in whole or in part, COUNTY may acquire, correct, or replace with services or supplies similar to those terminated and CONTRACTOR shall pay to the COUNTY the cost occasioned by its default and/or make an equitable adjustment in the contract price at the option of the COUNTY.
24. AGREEMENT NOT TO HIRE. CONTRACTOR and the COUNTY both agree not to solicit, hire, contract with, or engage the employment or services of any employee or former employee of CONTRACTOR or the COUNTY during the period of, and for one (1) year after, the termination of the AGREEMENT without prior written approval of the other party. CONTRACTOR and the COUNTY agree that such approval will not be unreasonably withheld.
25. CONFIDENTIAL INFORMATION. All Information contained in the files of the COUNTY and all departments thereof is considered "Confidential Information." "Confidential Information" means any and all information, data, documents, files, and records disclosed to CONTRACTOR by the COUNTY either directly or indirectly, in writing or orally. Confidential Information does not include information which (i) is known to CONTRACTOR at the time of disclosure to CONTRACTOR by the COUNTY as evidenced by written records of CONTRACTOR, (ii) has become publicly known and made generally available through no wrongful act of CONTRACTOR or (iii) has been rightfully received by CONTRACTOR from a third party who is authorized to make such disclosure.
- a. CONTRACTOR agrees not to use any Confidential Information disclosed to it by the COUNTY for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between CONTRACTOR and the COUNTY to third parties or to employees of CONTRACTOR except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. CONTRACTOR will have or has had employees who have access to Confidential Information of the COUNTY sign a nondisclosure agreement in content substantially similar to this AGREEMENT and will promptly notify the COUNTY in writing of the names of each such employee upon the Invitation of the COUNTY at any time. CONTRACTOR agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the COUNTY in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that CONTRACTOR utilizes to protect its own Confidential Information of a similar nature. CONTRACTOR agrees to notify the COUNTY promptly in writing of any misuse or misappropriation of Confidential Information of the COUNTY which may come to CONTRACTOR's attention.

26. HIPAA. If applicable, CONTRACTOR agrees to comply with HIPAA. CONTRACTOR assumes any and all responsibility for compliance with HIPAA relative to the processing, confidentiality, and security of medical and/or health information and related documentation/records in connection with CONTRACTOR's provision of services as set forth under the AGREEMENT. CONTRACTOR hereby agrees to indemnify, defend, reimburse, and hold harmless the COUNTY, its officers, agents, and employees for, or on account of, any violation of HIPAA attributable to its performance under the AGREEMENT which subjects the COUNTY to any non-compliance penalties, whether civil or otherwise.
27. CHOICE OF LAW. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, The laws of the Commonwealth of Pennsylvania, United States of America (including its statutes of limitations), without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.
28. CHOICE OF FORMUM. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the courts of the Commonwealth of Pennsylvania, County of Lancaster, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Pennsylvania, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
27. JURISDICTION. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the Federal Court for the Eastern District of Pennsylvania.

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

ATTEST:

**LANCASTER COUNTY
BOARD OF COMMISSIONERS**

Lawrence M. George, Administrator/Chief Clerk

Ray D' Agostino, Chairman

Joshua G. Parson, Vice Chairman

Alice Yoder, Commissioner

VENDOR:
Buckmans, Inc.

Karl Levins

Karl Levins- Vice President

CHEMICALS - WATER, POOL, & SEWAGE TREATMENT AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the COUNTY OF LANCASTER (hereinafter "the COUNTY") a class 2A county of the Commonwealth of Pennsylvania with an address of 150 North Queen Street, Lancaster, PA 17603 and O-N Minerals (Chemstone) Company d.b.a. Carmeuse Lime & Stone (hereinafter "CONTRACTOR") whose principal address is 11 Stanwix St. 21st Floor Pittsburgh, PA 15222.

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

1. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT specifically Item(s): 25 at the invitation of the COUNTY including but not limited to those described in Section 3 of the Invitation for Bid (26-002).
2. **COMPENSATION.** The COUNTY agrees to pay CONTRACTOR for the services listed in this Agreement at the rate and in the manner indicated in CONTRACTOR's executed and accepted Bid. Said payment shall be the total compensation paid by the COUNTY to CONTRACTOR, including all related incidental work thereto.
3. **REPRESENTATIONS.** CONTRACTOR further agrees to the following:
 - a. CONTRACTOR shall strictly maintain all clients' confidentiality and rights to privacy regarding names, identities, clients, records, etc.
 - b. CONTRACTOR agrees to comply with Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") regulations regarding the identification, use, and disclosure of Protected Health Information (PHI). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
 - c. CONTRACTOR, its agents, employees, directors, and officers shall not be considered employees of the COUNTY for any purpose and specifically as any benefits or withholding of taxes is concerned. No withholding will be made by the COUNTY for any federal, state, social security, or local taxes from the amounts paid to CONTRACTOR by the COUNTY. CONTRACTOR agrees to be solely responsible for the withholding and payment of such taxes.
 - d. CONTRACTOR, its agents, employees, directors, and officers shall not be covered by the COUNTY'S workers' compensation or unemployment insurance provided by the COUNTY to its employees and expressly waives any such coverage. The COUNTY shall not be responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of any act or omission, or any violation of law on the part of third persons causing damage to the CONTRACTOR.
 - e. CONTRACTOR shall not assign its rights or obligations under this AGREEMENT to any other person or entity whatsoever unless written consent is first obtained from the COUNTY.

- f. In order to protect the COUNTY'S goodwill, CONTRACTOR, its agents, employees, and officers all agree to conduct themselves reasonably, prudently, and courteously in such a manner so as not to reflect adversely upon the COUNTY; and CONTRACTOR will perform at all times faithfully, industriously, and to the best of its ability, experience, and talents all of the duties that may be required pursuant to the expressed and implicit terms of this AGREEMENT, and to the complete satisfaction of the COUNTY; and will act in conformity with all statutes, regulations, and ordinances of the United States, the Commonwealth of Pennsylvania, and the COUNTY.
 - g. CONTRACTOR certifies that it is in compliance with the Drug-Free Workplace Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the COUNTY.
 - h. CONTRACTOR agrees to replace any individual on its service team upon reasonable invitation of the COUNTY. The COUNTY has the sole right to accept and reject any individual assigned to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT.
4. TERM OF AGREEMENT. This AGREEMENT shall remain in effect for one (1) year commencing on April 1, 2026, and terminating March 31, 2027. Either party may terminate this AGREEMENT by giving the other party ninety (90) days' written notice.
- The term of this Agreement shall be for a one (1) year base period commencing on April 1, 2026, and terminating March 31, 2027.
5. OPTION TO EXTEND PERFORMANCE PERIOD. The COUNTY may, by written notice to CONTRACTOR prior to the expiration of the Contract, extend the terms of the AGREEMENT for a period of not less than one-month (30 days) and not more than ninety (90) days, provided that the COUNTY shall give the CONTRACTOR a preliminary written notice of its intent to extend at least ninety (90) days before the AGREEMENT expires.
- a. The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the Bid Pricing Form shall apply to any extension made pursuant to this option provision, unless otherwise lowered by CONTRACTOR.
6. INCORPORATION OF BID, CONTRACT MODIFICATION, AMENDMENT, AND TERMINATION. CONTRACTOR agrees to comply with the terms and conditions set forth in its bid, the IFB and any addenda thereto, and any negotiated additions or changes to the received bid, all of which are incorporated herein by reference as though fully set forth at length. This AGREEMENT incorporates, in order of precedence, the following:
- 1. The AGREEMENT.
 - 2. The County Invitation for Bid (IFB) and any addenda thereto.
 - 3. CONTRACTOR's proposal submission and any subsequent correspondence.

- a. This document and all the above-referenced documents contain all terms, provisions, and conditions of the AGREEMENT. All provisions thereof are intended by the parties to be whole and entire.
 - b. Any alteration, variation, modifications, or waiver of any provision of the AGREEMENT shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this AGREEMENT.
 - c. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this AGREEMENT.
 - d. The COUNTY may terminate this AGREEMENT at any time, upon thirty (30) days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.
 - e. The County shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence, or other pertinent data and information gathered by, or computed by CONTRACTOR under this agreement. However, the CONTRACTOR shall remain the owners of their methodologies, trade secrets, and other copyrighted forms and materials.
7. INDEMNIFICATION. CONTRACTOR, its officers, directors, agents, employees, heirs, successors, and assigns shall indemnify and hold harmless the COUNTY, its Commissioners, officers, employees, representatives, and agents and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties, and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the COUNTY, its Commissioners, officers, employees, representatives, and agents arising from or related to its performance, including but not limited to CONTRACTOR's negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions, of this AGREEMENT.
- a. CONTRACTOR further agrees to indemnify and save harmless the COUNTY from any and all actions, claims and demands whatsoever that may result from CONTRACTOR's use of any facilities owned by the COUNTY, and does further agree to repair any damage to the COUNTY-owned property caused by CONTRACTOR's negligence or willful actions.
 - b. It is not the intention of this Section, or anything herein provided, to confer in a third-party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the COUNTY a right of action either under this AGREEMENT or in any manner whatsoever.
8. LIABILITY AND OTHER INSURANCE. CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall maintain and provide certification of the following: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists)

in such amounts to afford minimum protection per occurrence as described below, and for such risks as the COUNTY may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by CONTRACTOR. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously in full force and effect.

9. GENERAL REQUIREMENTS FOR INSURANCE. Except as otherwise approved by the COUNTY in writing, the following provisions shall apply to each and every policy of insurance which CONTRACTOR is required hereunder to carry:

- a. The form, amount, and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the COUNTY's approval;
- b. CONTRACTOR shall cause each insurance carrier to deliver its certificate of insurance to the COUNTY and to any other party designated by the COUNTY, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the COUNTY's Invitation;
- c. At least thirty (30) days prior to the expiration of each policy, CONTRACTOR shall provide the COUNTY with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, a sixty (60) day notice of such action shall be sent via certified mail to the COUNTY;
- d. CONTRACTOR shall not permit any condition to exist and shall not commit any act or omission which would wholly or partially invalidate any insurance.
- e. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability;
- f. The requirements described above are also applicable to any and all other employees or subcontractors hired by CONTRACTOR to perform work under this contract.

10. INSURANCE.

- a. The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this AGREEMENT, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.
 - i. General Liability Insurance:
 - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate
 - Products-Comp/Ops: \$2,000,000 in the aggregate
 - Personal & Advertising Injury: \$1,000,000 in the aggregate
 - Medical Expense (any person): \$5,000 per occurrence
 - Coverage: Premise operations, blanket contractual liability, personal injury

liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).

Cyber Liability: \$2,000,000

ii. Workers' Compensation and Employers' Liability Insurance:

Limits of Liability: Workers' Compensation - Statutory Limits.

Employers' Liability –

Bodily Injury by Accident: \$500,000 Each Accident

Bodily Injury by Disease: \$500,000 Each Employee

Bodily Injury by Disease: \$500,000 Policy Limit

Other States' coverage and Pennsylvania endorsement.

iii. Automobile Liability:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

Coverage: Owner, non-owned, and hired vehicles.

iv. Professional Liability Insurance:

Limits of Liability: \$1,000,000 by claim and \$1,000,000 in the aggregate.

Coverage: For occurrences happening during the performance of services required under this AGREEMENT, coverage shall be maintained in full force and effect under the policy for the full term of the AGREEMENT period, including options and extensions. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.

v. Umbrella Liability: Umbrella and/or Excess Liability Coverage in the amount of \$1,000,000.

- b. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, which have been rated A- or better by A.M. Best Rating Service, which are licensed to do business in the Commonwealth of Pennsylvania.
- c. CONTRACTOR shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering CONTRACTOR for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this AGREEMENT, including any negligent or otherwise wrongful acts or omissions by CONTRACTOR or any employee or agent thereof in at least such amounts and on such terms as follows: For third party damages, \$2,000,000 for each "event" subject to an annual aggregate limit of \$4,000,000. For first party privacy response costs incurred by CONTRACTOR, \$2,000,000 each event and aggregate. This includes but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the Pennsylvania HIPAA Act). Upon request, CONTRACTOR shall furnish the COUNTY, upon request and as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. CONTRACTOR shall not cancel or reduce any such insurance without the prior written consent of the COUNTY. CONTRACTOR shall notify the COUNTY in writing

within five (5) business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew, or rescind cyber liability insurance or Errors and Omissions insurance.

- d. If CONTRACTOR desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.
- e. The COUNTY reserves the right to review categories and levels of insurance coverage held by CONTRACTOR in an ongoing program of risk management. CONTRACTOR will be notified, in writing, of coverage requirements as determined by this review and CONTRACTOR agrees to secure such requested coverage.
- f. If CONTRACTOR fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the AGREEMENT and to exercise all appropriate rights and remedies.
- g. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this AGREEMENT.
- h. Waiver of subrogation in favor of the COUNTY, its Board of Commissioners, employees, directors, officers, departments, and divisions applies under all policies.
- i. When it applies, Additional Insured must read: The County of Lancaster, its Board of Commissioners, employees, directors, officers, departments, and divisions shall be included as additional insured with respect to the work performed for this contract: CHEMICALS - WATER, POOL, & SEWAGE TREATMENT IFB #26-002.
- j. Cancellation Clause must read: Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- k. Certificate Holder - County of Lancaster, Attn: Purchasing Department, 150 North Queen Street, Lancaster, PA 17603.
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- m. CONTRACTOR shall accept full responsibility for the payment of premiums of all insurance for CONTRACTOR or CONTRACTOR's employees who are performing services pursuant to this AGREEMENT.

11. HOLD HARMLESS CLAUSE. In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission, or negligence of CONTRACTOR be procured or kept in full force and effect, CONTRACTOR shall indemnify, defend, and save harmless the COUNTY against losses, claims, and demands to the same extent as the COUNTY would have been indemnified by each insurance if it had been in full force and effect.
12. INDEPENDENT CAPACITY OF CONTRACTOR. CONTRACTOR, its employees, and agents are not deemed to be employees of the COUNTY in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.
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14. LIQUIDATED DAMAGES
 - a. If CONTRACTOR fails to perform the services within the time specified in this AGREEMENT, or any extension, CONTRACTOR shall, in place of actual damages, pay to the COUNTY as fixed, agreed, and liquidated damages, for each occurrence, the following:
 - i. In the event that the AGREEMENT is terminated, in whole or in part, for default or because CONTRACTOR fails to perform satisfactorily, CONTRACTOR may be charged the sum of \$250.00 per day for each calendar day from the date of notification until the date of correction.
 - b. Alternatively, if delivery or performance is so delayed, the COUNTY may terminate this AGREEMENT in whole or in part. In that event, CONTRACTOR shall be liable for fixed, agreed, and liquidated damages accruing until the time the COUNTY may reasonably obtain delivery or performance of similar supplies or services.
 - c. CONTRACTOR shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of CONTRACTOR.
15. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR(S). Funds are not presently available for performance under this contract beyond December 31, 2026, or for services initially contemplated for performance starting in 2027. The COUNTY's obligation for performance of the AGREEMENT beyond December 31, 2026, is contingent upon the availability of appropriated funds upon which payment for AGREEMENT purposes can be made. No legal liability on the part of the COUNTY for any payment may arise for performance under this AGREEMENT beyond December 31, 2026, until funds are made available by the COUNTY and until CONTRACTOR receives notice of availability, to be confirmed in writing by the issuance of a Delivery Order or Purchase Order by the County Purchasing Department.
16. FAMILIARITY WITH PROPOSED WORK. CONTRACTOR certifies that it has carefully considered the work proposed and the COUNTY's Invitation for Bid to determine the difficulties and requirements incidental to the prosecution of the work, and that it possesses the necessary experience, expertise, and resources to meet or exceed the needs expressed in the IFB.

17. NON-DISCRIMINATION. CONTRACTOR agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services. CONTRACTOR expressly agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that CONTRACTOR has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment, or other entity, but CONTRACTOR shall remain primarily responsible for compliance hereunder.
18. CERTIFICATION REGARDING IMPARTIALITY AND CONFLICT OF INTEREST. CONTRACTOR certifies that it is a totally independent contractor and that to the best of its knowledge, no COUNTY official or employee is also an owner, corporate officer, or employee of its business, or has a vested interest, financial or otherwise, in this AGREEMENT or in the business of CONTRACTOR.
- a. CONTRACTOR further certifies that it has fully disclosed as part of its Bid, in writing and prior to executing this AGREEMENT, which of its owners, corporate officers, management level employees, and associates is employed by the COUNTY or is a family member of a COUNTY employee, stating the persons' names and positions with CONTRACTOR and whether such individual has a position of authority and/or will be involved with the CONTRACTOR duties on a daily/monthly basis.
 - b. CONTRACTOR will inform the COUNTY in writing immediately if any potential conflict of interest arises during the performance of this AGREEMENT. Conflict of interest may constitute grounds for termination of this AGREEMENT following notification by the COUNTY to CONTRACTOR (allowing CONTRACTOR a reasonable opportunity to respond) where same is not corrected by CONTRACTOR within a reasonable time period after notice.
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21. NO ARBITRATION CLAUSES. CONTRACTOR agrees that no AGREEMENT with the County shall include Arbitration Clauses.
22. LICENSING. CONTRACTOR and all individuals acting under the authority of the CONTRACTOR shall at all times be appropriately licensed in the Commonwealth of Pennsylvania to perform all services under this Agreement. Failure to be so licensed shall be an instance of default.

23. DEFAULT/BREACH/RESOLUTION. If CONTRACTOR or the COUNTY defaults in its performance under the Terms and Conditions of the AGREEMENT, the defaulting party shall be promptly notified in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this AGREEMENT will be terminated. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the AGREEMENT. In addition, should the default of CONTRACTOR necessitate the County termination of this contract in whole or in part, COUNTY may acquire, correct, or replace with services or supplies similar to those terminated and CONTRACTOR shall pay to the COUNTY the cost occasioned by its default and/or make an equitable adjustment in the contract price at the option of the COUNTY.
24. AGREEMENT NOT TO HIRE. CONTRACTOR and the COUNTY both agree not to solicit, hire, contract with, or engage the employment or services of any employee or former employee of CONTRACTOR or the COUNTY during the period of, and for one (1) year after, the termination of the AGREEMENT without prior written approval of the other party. CONTRACTOR and the COUNTY agree that such approval will not be unreasonably withheld.
25. CONFIDENTIAL INFORMATION. All Information contained in the files of the COUNTY and all departments thereof is considered "Confidential Information." "Confidential Information" means any and all information, data, documents, files, and records disclosed to CONTRACTOR by the COUNTY either directly or indirectly, in writing or orally. Confidential Information does not include information which (i) is known to CONTRACTOR at the time of disclosure to CONTRACTOR by the COUNTY as evidenced by written records of CONTRACTOR, (ii) has become publicly known and made generally available through no wrongful act of CONTRACTOR or (iii) has been rightfully received by CONTRACTOR from a third party who is authorized to make such disclosure.
- a. CONTRACTOR agrees not to use any Confidential Information disclosed to it by the COUNTY for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between CONTRACTOR and the COUNTY to third parties or to employees of CONTRACTOR except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. CONTRACTOR will have or has had employees who have access to Confidential Information of the COUNTY sign a nondisclosure agreement in content substantially similar to this AGREEMENT and will promptly notify the COUNTY in writing of the names of each such employee upon the Invitation of the COUNTY at any time. CONTRACTOR agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the COUNTY in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that CONTRACTOR utilizes to protect its own Confidential Information of a similar nature. CONTRACTOR agrees to notify the COUNTY promptly in writing of any misuse or misappropriation of Confidential Information of the COUNTY which may come to CONTRACTOR's attention.

26. HIPAA. If applicable, CONTRACTOR agrees to comply with HIPAA. CONTRACTOR assumes any and all responsibility for compliance with HIPAA relative to the processing, confidentiality, and security of medical and/or health information and related documentation/records in connection with CONTRACTOR's provision of services as set forth under the AGREEMENT. CONTRACTOR hereby agrees to indemnify, defend, reimburse, and hold harmless the COUNTY, its officers, agents, and employees for, or on account of, any violation of HIPAA attributable to its performance under the AGREEMENT which subjects the COUNTY to any non-compliance penalties, whether civil or otherwise.
27. CHOICE OF LAW. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, The laws of the Commonwealth of Pennsylvania, United States of America (including its statutes of limitations), without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.
28. CHOICE OF FORUM. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the courts of the Commonwealth of Pennsylvania, County of Lancaster, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Pennsylvania, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
27. JURISDICTION. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the Federal Court for the Eastern District of Pennsylvania.

IN WITNESS WHEREOF, the County of Lancaster and **O-N Minerals (Chemstone) Company d.b.a. Carmeuse Lime & Stone** have executed this agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

**LANCASTER COUNTY
BOARD OF COMMISSIONERS**

Lawrence M. George, Administrator/Chief Clerk

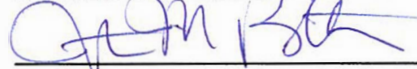
Ray D' Agostino, Chairman

Joshua G. Parson, Vice Chairman

Alice Yoder, Commissioner

VENDOR:

**O-N Minerals (Chemstone) Company d.b.a.
Carmeuse Lime & Stone**



JONATHAN BRIGHT / VP - FINANCE

CHEMICALS - WATER, POOL, & SEWAGE TREATMENT AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the COUNTY OF LANCASTER (hereinafter "the COUNTY") a class 2A county of the Commonwealth of Pennsylvania with an address of 150 North Queen Street, Lancaster, PA 17603 and George S. Coyne Chemical Co. (hereinafter "CONTRACTOR") whose principal address is 3015 State Road, Croydon, PA 19021.

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

1. SCOPE OF SERVICES. CONTRACTOR agrees to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT specifically Item(s): 8-C, and 9 at the invitation of the COUNTY including but not limited to those described in Section 3 of the Invitation for Bid (26-002).
2. COMPENSATION. The COUNTY agrees to pay CONTRACTOR for the services listed in this Agreement at the rate and in the manner indicated in CONTRACTOR's executed and accepted Bid. Said payment shall be the total compensation paid by the COUNTY to CONTRACTOR, including all related incidental work thereto.
3. REPRESENTATIONS. CONTRACTOR further agrees to the following:
 - a. CONTRACTOR shall strictly maintain all clients' confidentiality and rights to privacy regarding names, identities, clients, records, etc.
 - b. CONTRACTOR agrees to comply with Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") regulations regarding the identification, use, and disclosure of Protected Health Information (PHI). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
 - c. CONTRACTOR, its agents, employees, directors, and officers shall not be considered employees of the COUNTY for any purpose and specifically as any benefits or withholding of taxes is concerned. No withholding will be made by the COUNTY for any federal, state, social security, or local taxes from the amounts paid to CONTRACTOR by the COUNTY. CONTRACTOR agrees to be solely responsible for the withholding and payment of such taxes.
 - d. CONTRACTOR, its agents, employees, directors, and officers shall not be covered by the COUNTY'S workers' compensation or unemployment insurance provided by the COUNTY to its employees and expressly waives any such coverage. The COUNTY shall not be responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of any act or omission, or any violation of law on the part of third persons causing damage to the CONTRACTOR.
 - e. CONTRACTOR shall not assign its rights or obligations under this AGREEMENT to any other person or entity whatsoever unless written consent is first obtained from the COUNTY.

George S. Coyne Chemical Co., Inc.
3015 State Road
Croydon, PA 19021-6997
Phone: 215-785-3000 Fax: 215-785-1585

- f. In order to protect the COUNTY'S goodwill, CONTRACTOR, its agents, employees, and officers all agree to conduct themselves reasonably, prudently, and courteously in such a manner so as not to reflect adversely upon the COUNTY; and CONTRACTOR will perform at all times faithfully, industriously, and to the best of its ability, experience, and talents all of the duties that may be required pursuant to the expressed and implicit terms of this AGREEMENT, and to the complete satisfaction of the COUNTY; and will act in conformity with all statutes, regulations, and ordinances of the United States, the Commonwealth of Pennsylvania, and the COUNTY.
 - g. CONTRACTOR certifies that it is in compliance with the Drug-Free Workplace Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the COUNTY.
 - h. CONTRACTOR agrees to replace any individual on its service team upon reasonable invitation of the COUNTY. The COUNTY has the sole right to accept and reject any individual assigned to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT.
4. TERM OF AGREEMENT. This AGREEMENT shall remain in effect for one (1) year commencing on April 1, 2026, and terminating March 31, 2027. Either party may terminate this AGREEMENT by giving the other party ninety (90) days' written notice.
- The term of this Agreement shall be for a one (1) year base period commencing on April 1, 2026, and terminating March 31, 2027.
5. OPTION TO EXTEND PERFORMANCE PERIOD. The COUNTY may, by written notice to CONTRACTOR prior to the expiration of the Contract, extend the terms of the AGREEMENT for a period of not less than one-month (30 days) and not more than ninety (90) days, provided that the COUNTY shall give the CONTRACTOR a preliminary written notice of its intent to extend at least ninety (90) days before the AGREEMENT expires.
- a. The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the Bid Pricing Form shall apply to any extension made pursuant to this option provision, unless otherwise lowered by CONTRACTOR.
6. INCORPORATION OF BID, CONTRACT MODIFICATION, AMENDMENT, AND TERMINATION. CONTRACTOR agrees to comply with the terms and conditions set forth in its bid, the IFB and any addenda thereto, and any negotiated additions or changes to the received bid, all of which are incorporated herein by reference as though fully set forth at length. This AGREEMENT incorporates, in order of precedence, the following:
- 1. The AGREEMENT.
 - 2. The County Invitation for Bid (IFB) and any addenda thereto.
 - 3. CONTRACTOR's proposal submission and any subsequent correspondence.

- a. This document and all the above-referenced documents contain all terms, provisions, and conditions of the AGREEMENT. All provisions thereof are intended by the parties to be whole and entire.
 - b. Any alteration, variation, modifications, or waiver of any provision of the AGREEMENT shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this AGREEMENT.
 - c. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this AGREEMENT.
 - d. The COUNTY may terminate this AGREEMENT at any time, upon thirty (30) days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.
 - e. The County shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence, or other pertinent data and information gathered by, or computed by CONTRACTOR under this agreement. However, the CONTRACTOR shall remain the owners of their methodologies, trade secrets, and other copyrighted forms and materials.
7. INDEMNIFICATION. CONTRACTOR, its officers, directors, agents, employees, heirs, successors, and assigns shall indemnify and hold harmless the COUNTY, its Commissioners, officers, employees, representatives, and agents and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties, and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the COUNTY, its Commissioners, officers, employees, representatives, and agents arising from or related to its performance, including but not limited to CONTRACTOR's negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions, of this AGREEMENT.
- a. CONTRACTOR further agrees to indemnify and save harmless the COUNTY from any and all actions, claims and demands whatsoever that may result from CONTRACTOR's use of any facilities owned by the COUNTY, and does further agree to repair any damage to the COUNTY-owned property caused by CONTRACTOR's negligence or willful actions.
 - b. It is not the intention of this Section, or anything herein provided, to confer in a third-party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the COUNTY a right of action either under this AGREEMENT or in any manner whatsoever.
8. LIABILITY AND OTHER INSURANCE. CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall maintain and provide certification of the following: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists)

in such amounts to afford minimum protection per occurrence as described below, and for such risks as the COUNTY may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by CONTRACTOR. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously in full force and effect.

9. GENERAL REQUIREMENTS FOR INSURANCE. Except as otherwise approved by the COUNTY in writing, the following provisions shall apply to each and every policy of insurance which CONTRACTOR is required hereunder to carry:

- a. The form, amount, and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the COUNTY's approval;
- b. CONTRACTOR shall cause each insurance carrier to deliver its certificate of insurance to the COUNTY and to any other party designated by the COUNTY, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the COUNTY's Invitation;
- c. At least thirty (30) days prior to the expiration of each policy, CONTRACTOR shall provide the COUNTY with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, a sixty (60) day notice of such action shall be sent via certified mail to the COUNTY;
- d. CONTRACTOR shall not permit any condition to exist and shall not commit any act or omission which would wholly or partially invalidate any insurance.
- e. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability;
- f. The requirements described above are also applicable to any and all other employees or subcontractors hired by CONTRACTOR to perform work under this contract.

10. INSURANCE.

- a. The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this AGREEMENT, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.

i. General Liability Insurance:

Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate

Products-Comp/Ops: \$2,000,000 in the aggregate

Personal & Advertising Injury: \$1,000,000 in the aggregate

Medical Expense (any person): \$5,000 per occurrence

Coverage: Premise operations, blanket contractual liability, personal injury

liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).

Cyber Liability: \$2,000,000

ii. Workers' Compensation and Employers' Liability Insurance:

Limits of Liability: Workers' Compensation - Statutory Limits.

Employers' Liability –

Bodily Injury by Accident: \$500,000 Each Accident

Bodily Injury by Disease: \$500,000 Each Employee

Bodily Injury by Disease: \$500,000 Policy Limit

Other States' coverage and Pennsylvania endorsement.

iii. Automobile Liability:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

Coverage: Owner, non-owned, and hired vehicles.

iv. Professional Liability Insurance:

Limits of Liability: \$1,000,000 by claim and \$1,000,000 in the aggregate.

Coverage: For occurrences happening during the performance of services required under this AGREEMENT, coverage shall be maintained in full force and effect under the policy for the full term of the AGREEMENT period, including options and extensions. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.

v. Umbrella Liability: Umbrella and/or Excess Liability Coverage in the amount of \$1,000,000.

- b. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, which have been rated A- or better by A.M. Best Rating Service, which are licensed to do business in the Commonwealth of Pennsylvania.
- c. CONTRACTOR shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering CONTRACTOR for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this AGREEMENT, including any negligent or otherwise wrongful acts or omissions by CONTRACTOR or any employee or agent thereof in at least such amounts and on such terms as follows: For third party damages, \$2,000,000 for each "event" subject to an annual aggregate limit of \$4,000,000. For first party privacy response costs incurred by CONTRACTOR, \$2,000,000 each event and aggregate. This includes but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the Pennsylvania HIPAA Act). Upon request, CONTRACTOR shall furnish the COUNTY, upon request and as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. CONTRACTOR shall not cancel or reduce any such insurance without the prior written consent of the COUNTY. CONTRACTOR shall notify the COUNTY in writing

within five (5) business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew, or rescind cyber liability insurance or Errors and Omissions insurance.

- d. If CONTRACTOR desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.
- e. The COUNTY reserves the right to review categories and levels of insurance coverage held by CONTRACTOR in an ongoing program of risk management. CONTRACTOR will be notified, in writing, of coverage requirements as determined by this review and CONTRACTOR agrees to secure such requested coverage.
- f. If CONTRACTOR fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the AGREEMENT and to exercise all appropriate rights and remedies.
- g. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this AGREEMENT.
- h. Waiver of subrogation in favor of the COUNTY, its Board of Commissioners, employees, directors, officers, departments, and divisions applies under all policies.
- i. When it applies, Additional Insured must read: The County of Lancaster, its Board of Commissioners, employees, directors, officers, departments, and divisions shall be included as additional insured with respect to the work performed for this contract: CHEMICALS - WATER, POOL, & SEWAGE TREATMENT IFB #26-002.
- j. Cancellation Clause must read: Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- k. Certificate Holder - County of Lancaster, Attn: Purchasing Department, 150 North Queen Street, Lancaster, PA 17603.
- l. CONTRACTOR hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the COUNTY. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. § 481(b)] of said Act.
- m. CONTRACTOR shall accept full responsibility for the payment of premiums of all insurance for CONTRACTOR or CONTRACTOR's employees who are performing services pursuant to this AGREEMENT.

11. HOLD HARMLESS CLAUSE. In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission, or negligence of CONTRACTOR be procured or kept in full force and effect, CONTRACTOR shall indemnify, defend, and save harmless the COUNTY against losses, claims, and demands to the same extent as the COUNTY would have been indemnified by each insurance if it had been in full force and effect.
12. INDEPENDENT CAPACITY OF CONTRACTOR. CONTRACTOR, its employees, and agents are not deemed to be employees of the COUNTY in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.
13. NO ASSIGNMENT. CONTRACTOR shall not assign any part of this AGREEMENT without prior written approval of the COUNTY.
14. LIQUIDATED DAMAGES
- a. If CONTRACTOR fails to perform the services within the time specified in this AGREEMENT, or any extension, CONTRACTOR shall, in place of actual damages, pay to the COUNTY as fixed, agreed, and liquidated damages, for each occurrence, the following:
 - i. In the event that the AGREEMENT is terminated, in whole or in part, for default or because CONTRACTOR fails to perform satisfactorily, CONTRACTOR may be charged the sum of \$250.00 per day for each calendar day from the date of notification until the date of correction.
 - b. Alternatively, if delivery or performance is so delayed, the COUNTY may terminate this AGREEMENT in whole or in part. In that event, CONTRACTOR shall be liable for fixed, agreed, and liquidated damages accruing until the time the COUNTY may reasonably obtain delivery or performance of similar supplies or services.
 - c. CONTRACTOR shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of CONTRACTOR.
15. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR(S). Funds are not presently available for performance under this contract beyond December 31, 2026, or for services initially contemplated for performance starting in 2027. The COUNTY's obligation for performance of the AGREEMENT beyond December 31, 2026, is contingent upon the availability of appropriated funds upon which payment for AGREEMENT purposes can be made. No legal liability on the part of the COUNTY for any payment may arise for performance under this AGREEMENT beyond December 31, 2026, until funds are made available by the COUNTY and until CONTRACTOR receives notice of availability, to be confirmed in writing by the issuance of a Delivery Order or Purchase Order by the County Purchasing Department.
16. FAMILIARITY WITH PROPOSED WORK. CONTRACTOR certifies that it has carefully considered the work proposed and the COUNTY's Invitation for Bid to determine the difficulties and requirements incidental to the prosecution of the work, and that it possesses the necessary experience, expertise, and resources to meet or exceed the needs expressed in the IFB.

17. NON-DISCRIMINATION. CONTRACTOR agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services. CONTRACTOR expressly agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that CONTRACTOR has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment, or other entity, but CONTRACTOR shall remain primarily responsible for compliance hereunder.
18. CERTIFICATION REGARDING IMPARTIALITY AND CONFLICT OF INTEREST. CONTRACTOR certifies that it is a totally independent contractor and that to the best of its knowledge, no COUNTY official or employee is also an owner, corporate officer, or employee of its business, or has a vested interest, financial or otherwise, in this AGREEMENT or in the business of CONTRACTOR.
- a. CONTRACTOR further certifies that it has fully disclosed as part of its Bid, in writing and prior to executing this AGREEMENT, which of its owners, corporate officers, management level employees, and associates is employed by the COUNTY or is a family member of a COUNTY employee, stating the persons' names and positions with CONTRACTOR and whether such individual has a position of authority and/or will be involved with the CONTRACTOR duties on a daily/monthly basis.
 - b. CONTRACTOR will inform the COUNTY in writing immediately if any potential conflict of interest arises during the performance of this AGREEMENT. Conflict of interest may constitute grounds for termination of this AGREEMENT following notification by the COUNTY to CONTRACTOR (allowing CONTRACTOR a reasonable opportunity to respond) where same is not corrected by CONTRACTOR within a reasonable time period after notice.
19. IMMIGRATION REFORM AND CONTROL ACT OF 1986. CONTRACTOR recognizes its responsibilities to assure the identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.
20. STATUTES APPLICABLE TO THIS AGREEMENT. CONTRACTOR is responsible for familiarity and compliance with all statutes that apply to its performance under this AGREEMENT.
21. NO ARBITRATION CLAUSES. CONTRACTOR agrees that no AGREEMENT with the County shall include Arbitration Clauses.
22. LICENSING. CONTRACTOR and all individuals acting under the authority of the CONTRACTOR shall at all times be appropriately licensed in the Commonwealth of Pennsylvania to perform all services under this Agreement. Failure to be so licensed shall be an instance of default.

23. DEFAULT/BREACH/RESOLUTION. If CONTRACTOR or the COUNTY defaults in its performance under the Terms and Conditions of the AGREEMENT, the defaulting party shall be promptly notified in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this AGREEMENT will be terminated. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the AGREEMENT. In addition, should the default of CONTRACTOR necessitate the County termination of this contract in whole or in part, COUNTY may acquire, correct, or replace with services or supplies similar to those terminated and CONTRACTOR shall pay to the COUNTY the cost occasioned by its default and/or make an equitable adjustment in the contract price at the option of the COUNTY.
24. AGREEMENT NOT TO HIRE. CONTRACTOR and the COUNTY both agree not to solicit, hire, contract with, or engage the employment or services of any employee or former employee of CONTRACTOR or the COUNTY during the period of, and for one (1) year after, the termination of the AGREEMENT without prior written approval of the other party. CONTRACTOR and the COUNTY agree that such approval will not be unreasonably withheld.
25. CONFIDENTIAL INFORMATION. All Information contained in the files of the COUNTY and all departments thereof is considered "Confidential Information." "Confidential Information" means any and all information, data, documents, files, and records disclosed to CONTRACTOR by the COUNTY either directly or indirectly, in writing or orally. Confidential Information does not include information which (i) is known to CONTRACTOR at the time of disclosure to CONTRACTOR by the COUNTY as evidenced by written records of CONTRACTOR, (ii) has become publicly known and made generally available through no wrongful act of CONTRACTOR or (iii) has been rightfully received by CONTRACTOR from a third party who is authorized to make such disclosure.
- a. CONTRACTOR agrees not to use any Confidential Information disclosed to it by the COUNTY for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between CONTRACTOR and the COUNTY to third parties or to employees of CONTRACTOR except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. CONTRACTOR will have or has had employees who have access to Confidential Information of the COUNTY sign a nondisclosure agreement in content substantially similar to this AGREEMENT and will promptly notify the COUNTY in writing of the names of each such employee upon the invitation of the COUNTY at any time. CONTRACTOR agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the COUNTY in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that CONTRACTOR utilizes to protect its own Confidential Information of a similar nature. CONTRACTOR agrees to notify the COUNTY promptly in writing of any misuse or misappropriation of Confidential Information of the COUNTY which may come to CONTRACTOR's attention.

26. HIPAA. If applicable, CONTRACTOR agrees to comply with HIPAA. CONTRACTOR assumes any and all responsibility for compliance with HIPAA relative to the processing, confidentiality, and security of medical and/or health information and related documentation/records in connection with CONTRACTOR's provision of services as set forth under the AGREEMENT. CONTRACTOR hereby agrees to indemnify, defend, reimburse, and hold harmless the COUNTY, its officers, agents, and employees for, or on account of, any violation of HIPAA attributable to its performance under the AGREEMENT which subjects the COUNTY to any non-compliance penalties, whether civil or otherwise.
27. CHOICE OF LAW. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, The laws of the Commonwealth of Pennsylvania, United States of America (including its statutes of limitations), without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.
28. CHOICE OF FORMUM. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the courts of the Commonwealth of Pennsylvania, County of Lancaster, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Pennsylvania, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
27. JURISDICTION. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the Federal Court for the Eastern District of Pennsylvania.

IN WITNESS WHEREOF, the County of Lancaster and **George S. Coyne Chemical Co.** have executed this agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

**LANCASTER COUNTY
BOARD OF COMMISSIONERS**

Lawrence M. George, Administrator/Chief Clerk

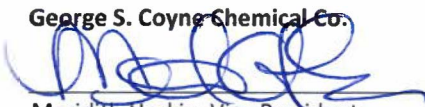
Ray D' Agostino, Chairman

Joshua G. Parson, Vice Chairman

Alice Yoder, Commissioner

VENDOR:

George S. Coyne Chemical Co.



Meredith Haskin, Vice President

George S. Coyne Chemical Co., Inc.
3015 State Road
Croydon, PA 19021-6997
Phone: 215-785-3000 Fax: 215-785-1585

CHEMICALS - WATER, POOL, & SEWAGE TREATMENT AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the COUNTY OF LANCASTER (hereinafter "the COUNTY") a class 2A county of the Commonwealth of Pennsylvania with an address of 150 North Queen Street, Lancaster, PA 17603 and Evoqua Water Technologies (hereinafter "CONTRACTOR") whose principal address is 2650 Tallevast Road, Sarasota, FL 34243.

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

1. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT specifically Item(s): 4, 18, 34, and 37 at the invitation of the COUNTY including but not limited to those described in Section 3 of the Invitation for Bid (26-002).
2. **COMPENSATION.** The COUNTY agrees to pay CONTRACTOR for the services listed in this Agreement at the rate and in the manner indicated in CONTRACTOR's executed and accepted Bid. Said payment shall be the total compensation paid by the COUNTY to CONTRACTOR, including all related incidental work thereto.
3. **REPRESENTATIONS.** CONTRACTOR further agrees to the following:
 - a. CONTRACTOR shall strictly maintain all clients' confidentiality and rights to privacy regarding names, identities, clients, records, etc.
 - b. CONTRACTOR agrees to comply with Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") regulations regarding the identification, use, and disclosure of Protected Health Information (PHI). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
 - c. CONTRACTOR, its agents, employees, directors, and officers shall not be considered employees of the COUNTY for any purpose and specifically as any benefits or withholding of taxes is concerned. No withholding will be made by the COUNTY for any federal, state, social security, or local taxes from the amounts paid to CONTRACTOR by the COUNTY. CONTRACTOR agrees to be solely responsible for the withholding and payment of such taxes.
 - d. CONTRACTOR, its agents, employees, directors, and officers shall not be covered by the COUNTY'S workers' compensation or unemployment insurance provided by the COUNTY to its employees and expressly waives any such coverage. The COUNTY shall not be responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of any act or omission, or any violation of law on the part of third persons causing damage to the CONTRACTOR.
 - e. CONTRACTOR shall not assign its rights or obligations under this AGREEMENT to any other person or entity whatsoever unless written consent is first obtained from the COUNTY.

- f. In order to protect the COUNTY'S goodwill, CONTRACTOR, its agents, employees, and officers all agree to conduct themselves reasonably, prudently, and courteously in such a manner so as not to reflect adversely upon the COUNTY; and CONTRACTOR will perform at all times faithfully, industriously, and to the best of its ability, experience, and talents all of the duties that may be required pursuant to the expressed and implicit terms of this AGREEMENT, and to the complete satisfaction of the COUNTY; and will act in conformity with all statutes, regulations, and ordinances of the United States, the Commonwealth of Pennsylvania, and the COUNTY.
 - g. CONTRACTOR certifies that it is in compliance with the Drug-Free Workplace Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the COUNTY.
 - h. CONTRACTOR agrees to replace any individual on its service team upon reasonable invitation of the COUNTY. The COUNTY has the sole right to accept and reject any individual assigned to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT.
4. TERM OF AGREEMENT. This AGREEMENT shall remain in effect for one (1) year commencing on April 1, 2026, and terminating March 31, 2027. Either party may terminate this AGREEMENT by giving the other party ninety (90) days' written notice.

The term of this Agreement shall be for a one (1) year base period commencing on April 1, 2026, and terminating March 31, 2027.

5. OPTION TO EXTEND PERFORMANCE PERIOD. The COUNTY may, by written notice to CONTRACTOR prior to the expiration of the Contract, extend the terms of the AGREEMENT for a period of not less than one-month (30 days) and not more than ninety (90) days, provided that the COUNTY shall give the CONTRACTOR a preliminary written notice of its intent to extend at least ninety (90) days before the AGREEMENT expires.
- a. The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the Bid Pricing Form shall apply to any extension made pursuant to this option provision, unless otherwise lowered by CONTRACTOR.
6. INCORPORATION OF BID, CONTRACT MODIFICATION, AMENDMENT, AND TERMINATION. CONTRACTOR agrees to comply with the terms and conditions set forth in its bid, the IFB and any addenda thereto, and any negotiated additions or changes to the received bid, all of which are incorporated herein by reference as though fully set forth at length. This AGREEMENT incorporates, in order of precedence, the following:
- 1. The AGREEMENT.
 - 2. The County Invitation for Bid (IFB) and any addenda thereto.
 - 3. CONTRACTOR's proposal submission and any subsequent correspondence.

- a. This document and all the above-referenced documents contain all terms, provisions, and conditions of the AGREEMENT. All provisions thereof are intended by the parties to be whole and entire.
 - b. Any alteration, variation, modifications, or waiver of any provision of the AGREEMENT shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this AGREEMENT.
 - c. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this AGREEMENT.
 - d. The COUNTY may terminate this AGREEMENT at any time, upon thirty (30) days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.
 - e. The County shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence, or other pertinent data and information gathered by, or computed by CONTRACTOR under this agreement. However, the CONTRACTOR shall remain the owners of their methodologies, trade secrets, and other copyrighted forms and materials.
7. INDEMNIFICATION. CONTRACTOR, its officers, directors, agents, employees, heirs, successors, and assigns shall indemnify and hold harmless the COUNTY, its Commissioners, officers, employees, representatives, and agents and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties, and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the COUNTY, its Commissioners, officers, employees, representatives, and agents arising from or related to its performance, including but not limited to CONTRACTOR's negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions, of this AGREEMENT.
- a. CONTRACTOR further agrees to indemnify and save harmless the COUNTY from any and all actions, claims and demands whatsoever that may result from CONTRACTOR's use of any facilities owned by the COUNTY, and does further agree to repair any damage to the COUNTY-owned property caused by CONTRACTOR's negligence or willful actions.
 - b. It is not the intention of this Section, or anything herein provided, to confer in a third-party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the COUNTY a right of action either under this AGREEMENT or in any manner whatsoever.
8. LIABILITY AND OTHER INSURANCE. CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall maintain and provide certification of the following: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists)

in such amounts to afford minimum protection per occurrence as described below, and for such risks as the COUNTY may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by CONTRACTOR. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously in full force and effect.

9. GENERAL REQUIREMENTS FOR INSURANCE. Except as otherwise approved by the COUNTY in writing, the following provisions shall apply to each and every policy of insurance which CONTRACTOR is required hereunder to carry:

- a. The form, amount, and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the COUNTY's approval;
- b. CONTRACTOR shall cause each insurance carrier to deliver its certificate of insurance to the COUNTY and to any other party designated by the COUNTY, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the COUNTY's Invitation;
- c. At least thirty (30) days prior to the expiration of each policy, CONTRACTOR shall provide the COUNTY with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, a sixty (60) day notice of such action shall be sent via certified mail to the COUNTY;
- d. CONTRACTOR shall not permit any condition to exist and shall not commit any act or omission which would wholly or partially invalidate any insurance.
- e. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability;
- f. The requirements described above are also applicable to any and all other employees or subcontractors hired by CONTRACTOR to perform work under this contract.

10. INSURANCE.

- a. The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this AGREEMENT, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.

i. General Liability Insurance:

Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate

Products-Comp/Ops: \$2,000,000 in the aggregate

Personal & Advertising Injury: \$1,000,000 in the aggregate

Medical Expense (any person): \$5,000 per occurrence

Coverage: Premise operations, blanket contractual liability, personal injury

liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).

Cyber Liability: \$2,000,000

ii. Workers' Compensation and Employers' Liability Insurance:

Limits of Liability: Workers' Compensation - Statutory Limits.

Employers' Liability –

Bodily Injury by Accident: \$500,000 Each Accident

Bodily Injury by Disease: \$500,000 Each Employee

Bodily Injury by Disease: \$500,000 Policy Limit

Other States' coverage and Pennsylvania endorsement.

iii. Automobile Liability:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

Coverage: Owner, non-owned, and hired vehicles.

iv. Professional Liability Insurance:

Limits of Liability: \$1,000,000 by claim and \$1,000,000 in the aggregate.

Coverage: For occurrences happening during the performance of services required under this AGREEMENT, coverage shall be maintained in full force and effect under the policy for the full term of the AGREEMENT period, including options and extensions. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.

v. Umbrella Liability: Umbrella and/or Excess Liability Coverage in the amount of \$1,000,000.

- b. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, with have been rated A- or better by A.M. Best Rating Service, which are licensed to do business in the Commonwealth of Pennsylvania.
- c. CONTRACTOR shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering CONTRACTOR for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this AGREEMENT, including any negligent or otherwise wrongful acts or omissions by CONTRACTOR or any employee or agent thereof in at least such amounts and on such terms as follows: For third party damages, \$2,000,000 for each "event" subject to an annual aggregate limit of \$4,000,000. For first party privacy response costs incurred by CONTRACTOR, \$2,000,000 each event and aggregate. This includes but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the Pennsylvania HIPAA Act). Upon request, CONTRACTOR shall furnish the COUNTY, upon request and as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. CONTRACTOR shall not cancel or reduce any such insurance without the prior written consent of the COUNTY. CONTRACTOR shall notify the COUNTY in writing

within five (5) business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew, or rescind cyber liability insurance or Errors and Omissions insurance.

- d. If CONTRACTOR desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.
- e. The COUNTY reserves the right to review categories and levels of insurance coverage held by CONTRACTOR in an ongoing program of risk management. CONTRACTOR will be notified, in writing, of coverage requirements as determined by this review and CONTRACTOR agrees to secure such requested coverage.
- f. If CONTRACTOR fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the AGREEMENT and to exercise all appropriate rights and remedies.
- g. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this AGREEMENT.
- h. Waiver of subrogation in favor of the COUNTY, its Board of Commissioners, employees, directors, officers, departments, and divisions applies under all policies.
- i. When it applies, Additional Insured must read: The County of Lancaster, its Board of Commissioners, employees, directors, officers, departments, and divisions shall be included as additional insured with respect to the work performed for this contract: CHEMICALS - WATER, POOL, & SEWAGE TREATMENT IFB #26-002.
- j. Cancellation Clause must read: Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- k. Certificate Holder - County of Lancaster, Attn: Purchasing Department, 150 North Queen Street, Lancaster, PA 17603.
- l. CONTRACTOR hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the COUNTY. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. § 481(b)] of said Act.
- m. CONTRACTOR shall accept full responsibility for the payment of premiums of all insurance for CONTRACTOR or CONTRACTOR's employees who are performing services pursuant to this AGREEMENT.

11. HOLD HARMLESS CLAUSE. In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission, or negligence of CONTRACTOR be procured or kept in full force and effect, CONTRACTOR shall indemnify, defend, and save harmless the COUNTY against losses, claims, and demands to the same extent as the COUNTY would have been indemnified by each insurance if it had been in full force and effect.
12. INDEPENDENT CAPACITY OF CONTRACTOR. CONTRACTOR, its employees, and agents are not deemed to be employees of the COUNTY in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.
13. NO ASSIGNMENT. CONTRACTOR shall not assign any part of this AGREEMENT without prior written approval of the COUNTY.
14. LIQUIDATED DAMAGES
 - a. If CONTRACTOR fails to perform the services within the time specified in this AGREEMENT, or any extension, CONTRACTOR shall, in place of actual damages, pay to the COUNTY as fixed, agreed, and liquidated damages, for each occurrence, the following:
 - i. In the event that the AGREEMENT is terminated, in whole or in part, for default or because CONTRACTOR fails to perform satisfactorily, CONTRACTOR may be charged the sum of \$250.00 per day for each calendar day from the date of notification until the date of correction.
 - b. Alternatively, if delivery or performance is so delayed, the COUNTY may terminate this AGREEMENT in whole or in part. In that event, CONTRACTOR shall be liable for fixed, agreed, and liquidated damages accruing until the time the COUNTY may reasonably obtain delivery or performance of similar supplies or services.
 - c. CONTRACTOR shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of CONTRACTOR.
15. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR(S). Funds are not presently available for performance under this contract beyond December 31, 2026, or for services initially contemplated for performance starting in 2027. The COUNTY's obligation for performance of the AGREEMENT beyond December 31, 2026, is contingent upon the availability of appropriated funds upon which payment for AGREEMENT purposes can be made. No legal liability on the part of the COUNTY for any payment may arise for performance under this AGREEMENT beyond December 31, 2026, until funds are made available by the COUNTY and until CONTRACTOR receives notice of availability, to be confirmed in writing by the issuance of a Delivery Order or Purchase Order by the County Purchasing Department.
16. FAMILIARITY WITH PROPOSED WORK. CONTRACTOR certifies that it has carefully considered the work proposed and the COUNTY's Invitation for Bid to determine the difficulties and requirements incidental to the prosecution of the work, and that it possesses the necessary experience, expertise, and resources to meet or exceed the needs expressed in the IFB.

17. NON-DISCRIMINATION. CONTRACTOR agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services. CONTRACTOR expressly agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that CONTRACTOR has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment, or other entity, but CONTRACTOR shall remain primarily responsible for compliance hereunder.
18. CERTIFICATION REGARDING IMPARTIALITY AND CONFLICT OF INTEREST. CONTRACTOR certifies that it is a totally independent contractor and that to the best of its knowledge, no COUNTY official or employee is also an owner, corporate officer, or employee of its business, or has a vested interest, financial or otherwise, in this AGREEMENT or in the business of CONTRACTOR.
- a. CONTRACTOR further certifies that it has fully disclosed as part of its Bid, in writing and prior to executing this AGREEMENT, which of its owners, corporate officers, management level employees, and associates is employed by the COUNTY or is a family member of a COUNTY employee, stating the persons' names and positions with CONTRACTOR and whether such individual has a position of authority and/or will be involved with the CONTRACTOR duties on a daily/monthly basis.
 - b. CONTRACTOR will inform the COUNTY in writing immediately if any potential conflict of interest arises during the performance of this AGREEMENT. Conflict of interest may constitute grounds for termination of this AGREEMENT following notification by the COUNTY to CONTRACTOR (allowing CONTRACTOR a reasonable opportunity to respond) where same is not corrected by CONTRACTOR within a reasonable time period after notice.
19. IMMIGRATION REFORM AND CONTROL ACT OF 1986. CONTRACTOR recognizes its responsibilities to assure the identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.
20. STATUTES APPLICABLE TO THIS AGREEMENT. CONTRACTOR is responsible for familiarity and compliance with all statutes that apply to its performance under this AGREEMENT.
21. NO ARBITRATION CLAUSES. CONTRACTOR agrees that no AGREEMENT with the County shall include Arbitration Clauses.
22. LICENSING. CONTRACTOR and all individuals acting under the authority of the CONTRACTOR shall at all times be appropriately licensed in the Commonwealth of Pennsylvania to perform all services under this Agreement. Failure to be so licensed shall be an instance of default.

23. DEFAULT/BREACH/RESOLUTION. If CONTRACTOR or the COUNTY defaults in its performance under the Terms and Conditions of the AGREEMENT, the defaulting party shall be promptly notified in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this AGREEMENT will be terminated. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the AGREEMENT. In addition, should the default of CONTRACTOR necessitate the County termination of this contract in whole or in part, COUNTY may acquire, correct, or replace with services or supplies similar to those terminated and CONTRACTOR shall pay to the COUNTY the cost occasioned by its default and/or make an equitable adjustment in the contract price at the option of the COUNTY.
24. AGREEMENT NOT TO HIRE. CONTRACTOR and the COUNTY both agree not to solicit, hire, contract with, or engage the employment or services of any employee or former employee of CONTRACTOR or the COUNTY during the period of, and for one (1) year after, the termination of the AGREEMENT without prior written approval of the other party. CONTRACTOR and the COUNTY agree that such approval will not be unreasonably withheld.
25. CONFIDENTIAL INFORMATION. All Information contained in the files of the COUNTY and all departments thereof is considered "Confidential Information." "Confidential Information" means any and all information, data, documents, files, and records disclosed to CONTRACTOR by the COUNTY either directly or indirectly, in writing or orally. Confidential Information does not include information which (i) is known to CONTRACTOR at the time of disclosure to CONTRACTOR by the COUNTY as evidenced by written records of CONTRACTOR, (ii) has become publicly known and made generally available through no wrongful act of CONTRACTOR or (iii) has been rightfully received by CONTRACTOR from a third party who is authorized to make such disclosure.
- a. CONTRACTOR agrees not to use any Confidential Information disclosed to it by the COUNTY for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between CONTRACTOR and the COUNTY to third parties or to employees of CONTRACTOR except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. CONTRACTOR will have or has had employees who have access to Confidential Information of the COUNTY sign a nondisclosure agreement in content substantially similar to this AGREEMENT and will promptly notify the COUNTY in writing of the names of each such employee upon the Invitation of the COUNTY at any time. CONTRACTOR agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the COUNTY in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that CONTRACTOR utilizes to protect its own Confidential Information of a similar nature. CONTRACTOR agrees to notify the COUNTY promptly in writing of any misuse or misappropriation of Confidential Information of the COUNTY which may come to CONTRACTOR's attention.

26. HIPAA. If applicable, CONTRACTOR agrees to comply with HIPAA. CONTRACTOR assumes any and all responsibility for compliance with HIPAA relative to the processing, confidentiality, and security of medical and/or health information and related documentation/records in connection with CONTRACTOR's provision of services as set forth under the AGREEMENT. CONTRACTOR hereby agrees to indemnify, defend, reimburse, and hold harmless the COUNTY, its officers, agents, and employees for, or on account of, any violation of HIPAA attributable to its performance under the AGREEMENT which subjects the COUNTY to any non-compliance penalties, whether civil or otherwise.
27. CHOICE OF LAW. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, The laws of the Commonwealth of Pennsylvania, United States of America (including its statutes of limitations), without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.
28. CHOICE OF FORUM. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the courts of the Commonwealth of Pennsylvania, County of Lancaster, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Pennsylvania, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
27. JURISDICTION. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the Federal Court for the Eastern District of Pennsylvania.

IN WITNESS WHEREOF, the County of Lancaster and **Evoqua Water Technologies** have executed this agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

**LANCASTER COUNTY
BOARD OF COMMISSIONERS**

Lawrence M. George, Administrator/Chief Clerk

Ray D' Agostino, Chairman

Joshua G. Parson, Vice Chairman

Alice Yoder, Commissioner

VENDOR:
Evoqua Water Technologies

David L. Morano
Sr. Manager Customer Service

CHEMICALS - WATER, POOL, & SEWAGE TREATMENT AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the COUNTY OF LANCASTER (hereinafter "the COUNTY") a class 2A county of the Commonwealth of Pennsylvania with an address of 150 North Queen Street, Lancaster, PA 17603 and JCI Jones Chemicals, Inc. (hereinafter "CONTRACTOR") whose principal address is 1765 Ringling Blvd., Sarasota, FL 34236.

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

1. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT specifically Item(s): 5-A at the invitation of the COUNTY including but not limited to those described in Section 3 of the Invitation for Bid (26-002).
2. **COMPENSATION.** The COUNTY agrees to pay CONTRACTOR for the services listed in this Agreement at the rate and in the manner indicated in CONTRACTOR's executed and accepted Bid. Said payment shall be the total compensation paid by the COUNTY to CONTRACTOR, including all related incidental work thereto.
3. **REPRESENTATIONS.** CONTRACTOR further agrees to the following:
 - a. CONTRACTOR shall strictly maintain all clients' confidentiality and rights to privacy regarding names, identities, clients, records, etc.
 - b. CONTRACTOR agrees to comply with Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") regulations regarding the identification, use, and disclosure of Protected Health Information (PHI). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
 - c. CONTRACTOR, its agents, employees, directors, and officers shall not be considered employees of the COUNTY for any purpose and specifically as any benefits or withholding of taxes is concerned. No withholding will be made by the COUNTY for any federal, state, social security, or local taxes from the amounts paid to CONTRACTOR by the COUNTY. CONTRACTOR agrees to be solely responsible for the withholding and payment of such taxes.
 - d. CONTRACTOR, its agents, employees, directors, and officers shall not be covered by the COUNTY'S workers' compensation or unemployment insurance provided by the COUNTY to its employees and expressly waives any such coverage. The COUNTY shall not be responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of any act or omission, or any violation of law on the part of third persons causing damage to the CONTRACTOR.
 - e. CONTRACTOR shall not assign its rights or obligations under this AGREEMENT to any other person or entity whatsoever unless written consent is first obtained from the COUNTY.

- f. In order to protect the COUNTY'S goodwill, CONTRACTOR, its agents, employees, and officers all agree to conduct themselves reasonably, prudently, and courteously in such a manner so as not to reflect adversely upon the COUNTY; and CONTRACTOR will perform at all times faithfully, industriously, and to the best of its ability, experience, and talents all of the duties that may be required pursuant to the expressed and implicit terms of this AGREEMENT, and to the complete satisfaction of the COUNTY; and will act in conformity with all statutes, regulations, and ordinances of the United States, the Commonwealth of Pennsylvania, and the COUNTY.
 - g. CONTRACTOR certifies that it is in compliance with the Drug-Free Workplace Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the COUNTY.
 - h. CONTRACTOR agrees to replace any individual on its service team upon reasonable invitation of the COUNTY. The COUNTY has the sole right to accept and reject any individual assigned to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT.
4. TERM OF AGREEMENT. This AGREEMENT shall remain in effect for one (1) year commencing on April 1, 2026, and terminating March 31, 2027. Either party may terminate this AGREEMENT by giving the other party ninety (90) days' written notice.
- The term of this Agreement shall be for a one (1) year base period commencing on April 1, 2026, and terminating March 31, 2027.
5. OPTION TO EXTEND PERFORMANCE PERIOD. The COUNTY may, by written notice to CONTRACTOR prior to the expiration of the Contract, extend the terms of the AGREEMENT for a period of not less than one-month (30 days) and not more than ninety (90) days, provided that the COUNTY shall give the CONTRACTOR a preliminary written notice of its intent to extend at least ninety (90) days before the AGREEMENT expires.
- a. The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the Bid Pricing Form shall apply to any extension made pursuant to this option provision, unless otherwise lowered by CONTRACTOR.
6. INCORPORATION OF BID, CONTRACT MODIFICATION, AMENDMENT, AND TERMINATION. CONTRACTOR agrees to comply with the terms and conditions set forth in its bid, the IFB and any addenda thereto, and any negotiated additions or changes to the received bid, all of which are incorporated herein by reference as though fully set forth at length. This AGREEMENT incorporates, in order of precedence, the following:
- 1. The AGREEMENT.
 - 2. The County Invitation for Bid (IFB) and any addenda thereto.
 - 3. CONTRACTOR's proposal submission and any subsequent correspondence.

- a. This document and all the above-referenced documents contain all terms, provisions, and conditions of the AGREEMENT. All provisions thereof are intended by the parties to be whole and entire.
 - b. Any alteration, variation, modifications, or waiver of any provision of the AGREEMENT shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this AGREEMENT.
 - c. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this AGREEMENT.
 - d. The COUNTY may terminate this AGREEMENT at any time, upon thirty (30) days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.
 - e. The County shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence, or other pertinent data and information gathered by, or computed by CONTRACTOR under this agreement. However, the CONTRACTOR shall remain the owners of their methodologies, trade secrets, and other copyrighted forms and materials.
7. INDEMNIFICATION. CONTRACTOR, its officers, directors, agents, employees, heirs, successors, and assigns shall indemnify and hold harmless the COUNTY, its Commissioners, officers, employees, representatives, and agents and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties, and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the COUNTY, its Commissioners, officers, employees, representatives, and agents arising from or related to its performance, including but not limited to CONTRACTOR's negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions, of this AGREEMENT.
- a. CONTRACTOR further agrees to indemnify and save harmless the COUNTY from any and all actions, claims and demands whatsoever that may result from CONTRACTOR's use of any facilities owned by the COUNTY, and does further agree to repair any damage to the COUNTY-owned property caused by CONTRACTOR's negligence or willful actions.
 - b. It is not the intention of this Section, or anything herein provided, to confer in a third-party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the COUNTY a right of action either under this AGREEMENT or in any manner whatsoever.
8. LIABILITY AND OTHER INSURANCE. CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall maintain and provide certification of the following: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists)

in such amounts to afford minimum protection per occurrence as described below, and for such risks as the COUNTY may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by CONTRACTOR. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously in full force and effect.

9. **GENERAL REQUIREMENTS FOR INSURANCE.** Except as otherwise approved by the COUNTY in writing, the following provisions shall apply to each and every policy of insurance which CONTRACTOR is required hereunder to carry:

- a. The form, amount, and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the COUNTY's approval;
- b. CONTRACTOR shall cause each insurance carrier to deliver its certificate of insurance to the COUNTY and to any other party designated by the COUNTY, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the COUNTY's Invitation;
- c. At least thirty (30) days prior to the expiration of each policy, CONTRACTOR shall provide the COUNTY with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, a sixty (60) day notice of such action shall be sent via certified mail to the COUNTY;
- d. CONTRACTOR shall not permit any condition to exist and shall not commit any act or omission which would wholly or partially invalidate any insurance.
- e. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability;
- f. The requirements described above are also applicable to any and all other employees or subcontractors hired by CONTRACTOR to perform work under this contract.

10. **INSURANCE.**

- a. The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this AGREEMENT, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.
 - i. General Liability Insurance:
 - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate
 - Products-Comp/Ops: \$2,000,000 in the aggregate
 - Personal & Advertising Injury: \$1,000,000 in the aggregate
 - Medical Expense (any person): \$5,000 per occurrence
 - Coverage: Premise operations, blanket contractual liability, personal injury

liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).

Cyber Liability: \$2,000,000

ii. Workers' Compensation and Employers' Liability Insurance:

Limits of Liability: Workers' Compensation - Statutory Limits.

Employers' Liability –

Bodily Injury by Accident: \$500,000 Each Accident

Bodily Injury by Disease: \$500,000 Each Employee

Bodily Injury by Disease: \$500,000 Policy Limit

Other States' coverage and Pennsylvania endorsement.

iii. Automobile Liability:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

Coverage: Owner, non-owned, and hired vehicles.

iv. Professional Liability Insurance:

Limits of Liability: \$1,000,000 by claim and \$1,000,000 in the aggregate.

Coverage: For occurrences happening during the performance of services required under this AGREEMENT, coverage shall be maintained in full force and effect under the policy for the full term of the AGREEMENT period, including options and extensions. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.

v. Umbrella Liability: Umbrella and/or Excess Liability Coverage in the amount of \$1,000,000.

b. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, which have been rated A- or better by A.M. Best Rating Service, which are licensed to do business in the Commonwealth of Pennsylvania.

c. CONTRACTOR shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering CONTRACTOR for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this AGREEMENT, including any negligent or otherwise wrongful acts or omissions by CONTRACTOR or any employee or agent thereof in at least such amounts and on such terms as follows: For third party damages, \$2,000,000 for each "event" subject to an annual aggregate limit of \$4,000,000. For first party privacy response costs incurred by CONTRACTOR, \$2,000,000 each event and aggregate. This includes but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the Pennsylvania HIPAA Act). Upon request, CONTRACTOR shall furnish the COUNTY, upon request and as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. CONTRACTOR shall not cancel or reduce any such insurance without the prior written consent of the COUNTY. CONTRACTOR shall notify the COUNTY in writing

within five (5) business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew, or rescind cyber liability insurance or Errors and Omissions insurance.

- d. If CONTRACTOR desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.
- e. The COUNTY reserves the right to review categories and levels of insurance coverage held by CONTRACTOR in an ongoing program of risk management. CONTRACTOR will be notified, in writing, of coverage requirements as determined by this review and CONTRACTOR agrees to secure such requested coverage.
- f. If CONTRACTOR fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the AGREEMENT and to exercise all appropriate rights and remedies.
- g. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this AGREEMENT.
- h. Waiver of subrogation in favor of the COUNTY, its Board of Commissioners, employees, directors, officers, departments, and divisions applies under all policies.
- i. When it applies, Additional Insured must read: The County of Lancaster, its Board of Commissioners, employees, directors, officers, departments, and divisions shall be included as additional insured with respect to the work performed for this contract: CHEMICALS - WATER, POOL, & SEWAGE TREATMENT IFB #26-002.
- j. Cancellation Clause must read: Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- k. Certificate Holder - County of Lancaster, Attn: Purchasing Department, 150 North Queen Street, Lancaster, PA 17603.
- l. CONTRACTOR hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the COUNTY. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. § 481(b)] of said Act.
- m. CONTRACTOR shall accept full responsibility for the payment of premiums of all insurance for CONTRACTOR or CONTRACTOR's employees who are performing services pursuant to this AGREEMENT.

11. HOLD HARMLESS CLAUSE. In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission, or negligence of CONTRACTOR be procured or kept in full force and effect, CONTRACTOR shall indemnify, defend, and save harmless the COUNTY against losses, claims, and demands to the same extent as the COUNTY would have been indemnified by each insurance if it had been in full force and effect.
12. INDEPENDENT CAPACITY OF CONTRACTOR. CONTRACTOR, its employees, and agents are not deemed to be employees of the COUNTY in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.
13. NO ASSIGNMENT. CONTRACTOR shall not assign any part of this AGREEMENT without prior written approval of the COUNTY.
14. LIQUIDATED DAMAGES
- a. If CONTRACTOR fails to perform the services within the time specified in this AGREEMENT, or any extension, CONTRACTOR shall, in place of actual damages, pay to the COUNTY as fixed, agreed, and liquidated damages, for each occurrence, the following:
 - i. In the event that the AGREEMENT is terminated, in whole or in part, for default or because CONTRACTOR fails to perform satisfactorily, CONTRACTOR may be charged the sum of \$250.00 per day for each calendar day from the date of notification until the date of correction.
 - b. Alternatively, if delivery or performance is so delayed, the COUNTY may terminate this AGREEMENT in whole or in part. In that event, CONTRACTOR shall be liable for fixed, agreed, and liquidated damages accruing until the time the COUNTY may reasonably obtain delivery or performance of similar supplies or services.
 - c. CONTRACTOR shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of CONTRACTOR.
15. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR(S). Funds are not presently available for performance under this contract beyond December 31, 2026, or for services initially contemplated for performance starting in 2027. The COUNTY's obligation for performance of the AGREEMENT beyond December 31, 2026, is contingent upon the availability of appropriated funds upon which payment for AGREEMENT purposes can be made. No legal liability on the part of the COUNTY for any payment may arise for performance under this AGREEMENT beyond December 31, 2026, until funds are made available by the COUNTY and until CONTRACTOR receives notice of availability, to be confirmed in writing by the issuance of a Delivery Order or Purchase Order by the County Purchasing Department.
16. FAMILIARITY WITH PROPOSED WORK. CONTRACTOR certifies that it has carefully considered the work proposed and the COUNTY's Invitation for Bid to determine the difficulties and requirements incidental to the prosecution of the work, and that it possesses the necessary experience, expertise, and resources to meet or exceed the needs expressed in the IFB.

17. NON-DISCRIMINATION. CONTRACTOR agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services. CONTRACTOR expressly agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that CONTRACTOR has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment, or other entity, but CONTRACTOR shall remain primarily responsible for compliance hereunder.
18. CERTIFICATION REGARDING IMPARTIALITY AND CONFLICT OF INTEREST. CONTRACTOR certifies that it is a totally independent contractor and that to the best of its knowledge, no COUNTY official or employee is also an owner, corporate officer, or employee of its business, or has a vested interest, financial or otherwise, in this AGREEMENT or in the business of CONTRACTOR.
- a. CONTRACTOR further certifies that it has fully disclosed as part of its Bid, in writing and prior to executing this AGREEMENT, which of its owners, corporate officers, management level employees, and associates is employed by the COUNTY or is a family member of a COUNTY employee, stating the persons' names and positions with CONTRACTOR and whether such individual has a position of authority and/or will be involved with the CONTRACTOR duties on a daily/monthly basis.
 - b. CONTRACTOR will inform the COUNTY in writing immediately if any potential conflict of interest arises during the performance of this AGREEMENT. Conflict of interest may constitute grounds for termination of this AGREEMENT following notification by the COUNTY to CONTRACTOR (allowing CONTRACTOR a reasonable opportunity to respond) where same is not corrected by CONTRACTOR within a reasonable time period after notice.
19. IMMIGRATION REFORM AND CONTROL ACT OF 1986. CONTRACTOR recognizes its responsibilities to assure the identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.
20. STATUTES APPLICABLE TO THIS AGREEMENT. CONTRACTOR is responsible for familiarity and compliance with all statutes that apply to its performance under this AGREEMENT.
21. NO ARBITRATION CLAUSES. CONTRACTOR agrees that no AGREEMENT with the County shall include Arbitration Clauses.
22. LICENSING. CONTRACTOR and all individuals acting under the authority of the CONTRACTOR shall at all times be appropriately licensed in the Commonwealth of Pennsylvania to perform all services under this Agreement. Failure to be so licensed shall be an instance of default.

23. DEFAULT/BREACH/RESOLUTION. If CONTRACTOR or the COUNTY defaults in its performance under the Terms and Conditions of the AGREEMENT, the defaulting party shall be promptly notified in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this AGREEMENT will be terminated. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the AGREEMENT. In addition, should the default of CONTRACTOR necessitate the County termination of this contract in whole or in part, COUNTY may acquire, correct, or replace with services or supplies similar to those terminated and CONTRACTOR shall pay to the COUNTY the cost occasioned by its default and/or make an equitable adjustment in the contract price at the option of the COUNTY.
24. AGREEMENT NOT TO HIRE. CONTRACTOR and the COUNTY both agree not to solicit, hire, contract with, or engage the employment or services of any employee or former employee of CONTRACTOR or the COUNTY during the period of, and for one (1) year after, the termination of the AGREEMENT without prior written approval of the other party. CONTRACTOR and the COUNTY agree that such approval will not be unreasonably withheld.
25. CONFIDENTIAL INFORMATION. All Information contained in the files of the COUNTY and all departments thereof is considered "Confidential Information." "Confidential Information" means any and all information, data, documents, files, and records disclosed to CONTRACTOR by the COUNTY either directly or indirectly, in writing or orally. Confidential Information does not include information which (i) is known to CONTRACTOR at the time of disclosure to CONTRACTOR by the COUNTY as evidenced by written records of CONTRACTOR, (ii) has become publicly known and made generally available through no wrongful act of CONTRACTOR or (iii) has been rightfully received by CONTRACTOR from a third party who is authorized to make such disclosure.
- a. CONTRACTOR agrees not to use any Confidential Information disclosed to it by the COUNTY for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between CONTRACTOR and the COUNTY to third parties or to employees of CONTRACTOR except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. CONTRACTOR will have or has had employees who have access to Confidential Information of the COUNTY sign a nondisclosure agreement in content substantially similar to this AGREEMENT and will promptly notify the COUNTY in writing of the names of each such employee upon the Invitation of the COUNTY at any time. CONTRACTOR agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the COUNTY in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that CONTRACTOR utilizes to protect its own Confidential Information of a similar nature. CONTRACTOR agrees to notify the COUNTY promptly in writing of any misuse or misappropriation of Confidential Information of the COUNTY which may come to CONTRACTOR's attention.

26. HIPAA. If applicable, CONTRACTOR agrees to comply with HIPAA. CONTRACTOR assumes any and all responsibility for compliance with HIPAA relative to the processing, confidentiality, and security of medical and/or health information and related documentation/records in connection with CONTRACTOR's provision of services as set forth under the AGREEMENT. CONTRACTOR hereby agrees to indemnify, defend, reimburse, and hold harmless the COUNTY, its officers, agents, and employees for, or on account of, any violation of HIPAA attributable to its performance under the AGREEMENT which subjects the COUNTY to any non-compliance penalties, whether civil or otherwise.
27. CHOICE OF LAW. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, The laws of the Commonwealth of Pennsylvania, United States of America (including its statutes of limitations), without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.
28. CHOICE OF FORMUM. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the courts of the Commonwealth of Pennsylvania, County of Lancaster, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Pennsylvania, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
27. JURISDICTION. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the Federal Court for the Eastern District of Pennsylvania.

IN WITNESS WHEREOF, the County of Lancaster and **JCI Jones Chemicals, Inc.** have executed this agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

**LANCASTER COUNTY
BOARD OF COMMISSIONERS**

Lawrence M. George, Administrator/Chief Clerk

Ray D' Agostino, Chairman

Joshua G. Parson, Vice Chairman

Alice Yoder, Commissioner

VENDOR:
JCI Jones Chemicals, Inc.

Stacy Bellanca

CHEMICALS - WATER, POOL, & SEWAGE TREATMENT AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the COUNTY OF LANCASTER (hereinafter "the COUNTY") a class 2A county of the Commonwealth of Pennsylvania with an address of 150 North Queen Street, Lancaster, PA 17603 and NORWECO (hereinafter "CONTRACTOR") whose principal address is 220 Republic St. Norwalk, OH 44857.

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

1. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT specifically Item(s): 23, and 39 at the invitation of the COUNTY including but not limited to those described in Section 3 of the Invitation for Bid (26-002).
2. **COMPENSATION.** The COUNTY agrees to pay CONTRACTOR for the services listed in this Agreement at the rate and in the manner indicated in CONTRACTOR's executed and accepted Bid. Said payment shall be the total compensation paid by the COUNTY to CONTRACTOR, including all related incidental work thereto.
3. **REPRESENTATIONS.** CONTRACTOR further agrees to the following:
 - a. CONTRACTOR shall strictly maintain all clients' confidentiality and rights to privacy regarding names, identities, clients, records, etc.
 - b. CONTRACTOR agrees to comply with Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") regulations regarding the identification, use, and disclosure of Protected Health Information (PHI). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
 - c. CONTRACTOR, its agents, employees, directors, and officers shall not be considered employees of the COUNTY for any purpose and specifically as any benefits or withholding of taxes is concerned. No withholding will be made by the COUNTY for any federal, state, social security, or local taxes from the amounts paid to CONTRACTOR by the COUNTY. CONTRACTOR agrees to be solely responsible for the withholding and payment of such taxes.
 - d. CONTRACTOR, its agents, employees, directors, and officers shall not be covered by the COUNTY'S workers' compensation or unemployment insurance provided by the COUNTY to its employees and expressly waives any such coverage. The COUNTY shall not be responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of any act or omission, or any violation of law on the part of third persons causing damage to the CONTRACTOR.
 - e. CONTRACTOR shall not assign its rights or obligations under this AGREEMENT to any other person or entity whatsoever unless written consent is first obtained from the COUNTY.
 - f. In order to protect the COUNTY'S goodwill, CONTRACTOR, its agents, employees, and

officers all agree to conduct themselves reasonably, prudently, and courteously in such a manner so as not to reflect adversely upon the COUNTY; and CONTRACTOR will perform at all times faithfully, industriously, and to the best of its ability, experience, and talents all of the duties that may be required pursuant to the expressed and implicit terms of this AGREEMENT, and to the complete satisfaction of the COUNTY; and will act in conformity with all statutes, regulations, and ordinances of the United States, the Commonwealth of Pennsylvania, and the COUNTY.

- g. CONTRACTOR certifies that it is in compliance with the Drug-Free Workplace Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the COUNTY.
 - h. CONTRACTOR agrees to replace any individual on its service team upon reasonable invitation of the COUNTY. The COUNTY has the sole right to accept and reject any individual assigned to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT.
4. TERM OF AGREEMENT. This AGREEMENT shall remain in effect for one (1) year commencing on April 1, 2026, and terminating March 31, 2027. Either party may terminate this AGREEMENT by giving the other party ninety (90) days' written notice.

The term of this Agreement shall be for a one (1) year base period commencing on April 1, 2026, and terminating March 31, 2027.

5. OPTION TO EXTEND PERFORMANCE PERIOD. The COUNTY may, by written notice to CONTRACTOR prior to the expiration of the Contract, extend the terms of the AGREEMENT for a period of not less than one-month (30 days) and not more than ninety (90) days, provided that the COUNTY shall give the CONTRACTOR a preliminary written notice of its intent to extend at least ninety (90) days before the AGREEMENT expires.
- a. The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the Bid Pricing Form shall apply to any extension made pursuant to this option provision, unless otherwise lowered by CONTRACTOR.
6. INCORPORATION OF BID, CONTRACT MODIFICATION, AMENDMENT, AND TERMINATION. CONTRACTOR agrees to comply with the terms and conditions set forth in its bid, the IFB and any addenda thereto, and any negotiated additions or changes to the received bid, all of which are incorporated herein by reference as though fully set forth at length. This AGREEMENT incorporates, in order of precedence, the following:
- 1. The AGREEMENT.
 - 2. The County Invitation for Bid (IFB) and any addenda thereto.
 - 3. CONTRACTOR's proposal submission and any subsequent correspondence.

- a. This document and all the above-referenced documents contain all terms, provisions, and conditions of the AGREEMENT. All provisions thereof are intended by the parties to be whole and entire.
 - b. Any alteration, variation, modifications, or waiver of any provision of the AGREEMENT shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this AGREEMENT.
 - c. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this AGREEMENT.
 - d. The COUNTY may terminate this AGREEMENT at any time, upon thirty (30) days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.
 - e. The County shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence, or other pertinent data and information gathered by, or computed by CONTRACTOR under this agreement. However, the CONTRACTOR shall remain the owners of their methodologies, trade secrets, and other copyrighted forms and materials.
7. INDEMNIFICATION. CONTRACTOR, its officers, directors, agents, employees, heirs, successors, and assigns shall indemnify and hold harmless the COUNTY, its Commissioners, officers, employees, representatives, and agents and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties, and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the COUNTY, its Commissioners, officers, employees, representatives, and agents arising from or related to its performance, including but not limited to CONTRACTOR's negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions, of this AGREEMENT.
- a. CONTRACTOR further agrees to indemnify and save harmless the COUNTY from any and all actions, claims and demands whatsoever that may result from CONTRACTOR's use of any facilities owned by the COUNTY, and does further agree to repair any damage to the COUNTY-owned property caused by CONTRACTOR's negligence or willful actions.
 - b. It is not the intention of this Section, or anything herein provided, to confer in a third-party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the COUNTY a right of action either under this AGREEMENT or in any manner whatsoever.
8. LIABILITY AND OTHER INSURANCE. CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall maintain and provide certification of the following: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists)

in such amounts to afford minimum protection per occurrence as described below, and for such risks as the COUNTY may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by CONTRACTOR. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously in full force and effect.

9. GENERAL REQUIREMENTS FOR INSURANCE. Except as otherwise approved by the COUNTY in writing, the following provisions shall apply to each and every policy of insurance which CONTRACTOR is required hereunder to carry:

- a. The form, amount, and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the COUNTY's approval;
- b. CONTRACTOR shall cause each insurance carrier to deliver its certificate of insurance to the COUNTY and to any other party designated by the COUNTY, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the COUNTY's Invitation;
- c. At least thirty (30) days prior to the expiration of each policy, CONTRACTOR shall provide the COUNTY with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, a sixty (60) day notice of such action shall be sent via certified mail to the COUNTY;
- d. CONTRACTOR shall not permit any condition to exist and shall not commit any act or omission which would wholly or partially invalidate any insurance.
- e. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability;
- f. The requirements described above are also applicable to any and all other employees or subcontractors hired by CONTRACTOR to perform work under this contract.

10. INSURANCE.

- a. The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this AGREEMENT, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.
 - i. General Liability Insurance:
 - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate
 - Products-Comp/Ops: \$2,000,000 in the aggregate
 - Personal & Advertising Injury: \$1,000,000 in the aggregate
 - Medical Expense (any person): \$5,000 per occurrence
 - Coverage: Premise operations, blanket contractual liability, personal injury

liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).

Cyber Liability: \$2,000,000

ii. Workers' Compensation and Employers' Liability Insurance:

Limits of Liability: Workers' Compensation - Statutory Limits.

Employers' Liability –

Bodily Injury by Accident: \$500,000 Each Accident

Bodily Injury by Disease: \$500,000 Each Employee

Bodily Injury by Disease: \$500,000 Policy Limit

Other States' coverage and Pennsylvania endorsement.

iii. Automobile Liability:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

Coverage: Owner, non-owned, and hired vehicles.

iv. Professional Liability Insurance:

Limits of Liability: \$1,000,000 by claim and \$1,000,000 in the aggregate.

Coverage: For occurrences happening during the performance of services required under this AGREEMENT, coverage shall be maintained in full force and effect under the policy for the full term of the AGREEMENT period, including options and extensions. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.

v. Umbrella Liability: Umbrella and/or Excess Liability Coverage in the amount of \$1,000,000.

- b. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, with have been rated A- or better by A.M. Best Rating Service, which are licensed to do business in the Commonwealth of Pennsylvania.
- c. CONTRACTOR shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering CONTRACTOR for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this AGREEMENT, including any negligent or otherwise wrongful acts or omissions by CONTRACTOR or any employee or agent thereof in at least such amounts and on such terms as follows: For third party damages, \$2,000,000 for each "event" subject to an annual aggregate limit of \$4,000,000. For first party privacy response costs incurred by CONTRACTOR, \$2,000,000 each event and aggregate. This includes but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the Pennsylvania HIPAA Act). Upon request, CONTRACTOR shall furnish the COUNTY, upon request and as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. CONTRACTOR shall not cancel or reduce any such insurance without the prior written consent of the COUNTY. CONTRACTOR shall notify the COUNTY in writing

within five (5) business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew, or rescind cyber liability insurance or Errors and Omissions insurance.

- d. If CONTRACTOR desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.
- e. The COUNTY reserves the right to review categories and levels of insurance coverage held by CONTRACTOR in an ongoing program of risk management. CONTRACTOR will be notified, in writing, of coverage requirements as determined by this review and CONTRACTOR agrees to secure such requested coverage.
- f. If CONTRACTOR fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the AGREEMENT and to exercise all appropriate rights and remedies.
- g. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this AGREEMENT.
- h. Waiver of subrogation in favor of the COUNTY, its Board of Commissioners, employees, directors, officers, departments, and divisions applies under all policies.
- i. When it applies, Additional Insured must read: The County of Lancaster, its Board of Commissioners, employees, directors, officers, departments, and divisions shall be included as additional insured with respect to the work performed for this contract: CHEMICALS - WATER, POOL, & SEWAGE TREATMENT IFB #26-002.
- j. Cancellation Clause must read: Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- k. Certificate Holder - County of Lancaster, Attn: Purchasing Department, 150 North Queen Street, Lancaster, PA 17603.
- l. CONTRACTOR hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the COUNTY. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. § 481(b)] of said Act.
- m. CONTRACTOR shall accept full responsibility for the payment of premiums of all insurance for CONTRACTOR or CONTRACTOR's employees who are performing services pursuant to this AGREEMENT.

11. HOLD HARMLESS CLAUSE. In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission, or negligence of CONTRACTOR be procured or kept in full force and effect, CONTRACTOR shall indemnify, defend, and save harmless the COUNTY against losses, claims, and demands to the same extent as the COUNTY would have been indemnified by each insurance if it had been in full force and effect.
12. INDEPENDENT CAPACITY OF CONTRACTOR. CONTRACTOR, its employees, and agents are not deemed to be employees of the COUNTY in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.
13. NO ASSIGNMENT. CONTRACTOR shall not assign any part of this AGREEMENT without prior written approval of the COUNTY.
14. LIQUIDATED DAMAGES
 - a. If CONTRACTOR fails to perform the services within the time specified in this AGREEMENT, or any extension, CONTRACTOR shall, in place of actual damages, pay to the COUNTY as fixed, agreed, and liquidated damages, for each occurrence, the following:
 - i. In the event that the AGREEMENT is terminated, in whole or in part, for default or because CONTRACTOR fails to perform satisfactorily, CONTRACTOR may be charged the sum of \$250.00 per day for each calendar day from the date of notification until the date of correction.
 - b. Alternatively, if delivery or performance is so delayed, the COUNTY may terminate this AGREEMENT in whole or in part. In that event, CONTRACTOR shall be liable for fixed, agreed, and liquidated damages accruing until the time the COUNTY may reasonably obtain delivery or performance of similar supplies or services.
 - c. CONTRACTOR shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of CONTRACTOR.
15. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR(S). Funds are not presently available for performance under this contract beyond December 31, 2026, or for services initially contemplated for performance starting in 2027. The COUNTY's obligation for performance of the AGREEMENT beyond December 31, 2026, is contingent upon the availability of appropriated funds upon which payment for AGREEMENT purposes can be made. No legal liability on the part of the COUNTY for any payment may arise for performance under this AGREEMENT beyond December 31, 2026, until funds are made available by the COUNTY and until CONTRACTOR receives notice of availability, to be confirmed in writing by the issuance of a Delivery Order or Purchase Order by the County Purchasing Department.
16. FAMILIARITY WITH PROPOSED WORK. CONTRACTOR certifies that it has carefully considered the work proposed and the COUNTY's Invitation for Bid to determine the difficulties and requirements incidental to the prosecution of the work, and that it possesses the necessary experience, expertise, and resources to meet or exceed the needs expressed in the IFB.

17. NON-DISCRIMINATION. CONTRACTOR agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services. CONTRACTOR expressly agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that CONTRACTOR has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment, or other entity, but CONTRACTOR shall remain primarily responsible for compliance hereunder.
18. CERTIFICATION REGARDING IMPARTIALITY AND CONFLICT OF INTEREST. CONTRACTOR certifies that it is a totally independent contractor and that to the best of its knowledge, no COUNTY official or employee is also an owner, corporate officer, or employee of its business, or has a vested interest, financial or otherwise, in this AGREEMENT or in the business of CONTRACTOR.
- a. CONTRACTOR further certifies that it has fully disclosed as part of its Bid, in writing and prior to executing this AGREEMENT, which of its owners, corporate officers, management level employees, and associates is employed by the COUNTY or is a family member of a COUNTY employee, stating the persons' names and positions with CONTRACTOR and whether such individual has a position of authority and/or will be involved with the CONTRACTOR duties on a daily/monthly basis.
 - b. CONTRACTOR will inform the COUNTY in writing immediately if any potential conflict of interest arises during the performance of this AGREEMENT. Conflict of interest may constitute grounds for termination of this AGREEMENT following notification by the COUNTY to CONTRACTOR (allowing CONTRACTOR a reasonable opportunity to respond) where same is not corrected by CONTRACTOR within a reasonable time period after notice.
19. IMMIGRATION REFORM AND CONTROL ACT OF 1986. CONTRACTOR recognizes its responsibilities to assure the identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.
20. STATUTES APPLICABLE TO THIS AGREEMENT. CONTRACTOR is responsible for familiarity and compliance with all statutes that apply to its performance under this AGREEMENT.
21. NO ARBITRATION CLAUSES. CONTRACTOR agrees that no AGREEMENT with the County shall include Arbitration Clauses.
22. LICENSING. CONTRACTOR and all individuals acting under the authority of the CONTRACTOR shall at all times be appropriately licensed in the Commonwealth of Pennsylvania to perform all services under this Agreement. Failure to be so licensed shall be an instance of default.

23. DEFAULT/BREACH/RESOLUTION. If CONTRACTOR or the COUNTY defaults in its performance under the Terms and Conditions of the AGREEMENT, the defaulting party shall be promptly notified in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this AGREEMENT will be terminated. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the AGREEMENT. In addition, should the default of CONTRACTOR necessitate the County termination of this contract in whole or in part, COUNTY may acquire, correct, or replace with services or supplies similar to those terminated and CONTRACTOR shall pay to the COUNTY the cost occasioned by its default and/or make an equitable adjustment in the contract price at the option of the COUNTY.
24. AGREEMENT NOT TO HIRE. CONTRACTOR and the COUNTY both agree not to solicit, hire, contract with, or engage the employment or services of any employee or former employee of CONTRACTOR or the COUNTY during the period of, and for one (1) year after, the termination of the AGREEMENT without prior written approval of the other party. CONTRACTOR and the COUNTY agree that such approval will not be unreasonably withheld.
25. CONFIDENTIAL INFORMATION. All Information contained in the files of the COUNTY and all departments thereof is considered "Confidential Information." "Confidential Information" means any and all information, data, documents, files, and records disclosed to CONTRACTOR by the COUNTY either directly or indirectly, in writing or orally. Confidential Information does not include information which (i) is known to CONTRACTOR at the time of disclosure to CONTRACTOR by the COUNTY as evidenced by written records of CONTRACTOR, (ii) has become publicly known and made generally available through no wrongful act of CONTRACTOR or (iii) has been rightfully received by CONTRACTOR from a third party who is authorized to make such disclosure.
- a. CONTRACTOR agrees not to use any Confidential Information disclosed to it by the COUNTY for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between CONTRACTOR and the COUNTY to third parties or to employees of CONTRACTOR except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. CONTRACTOR will have or has had employees who have access to Confidential Information of the COUNTY sign a nondisclosure agreement in content substantially similar to this AGREEMENT and will promptly notify the COUNTY in writing of the names of each such employee upon the Invitation of the COUNTY at any time. CONTRACTOR agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the COUNTY in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that CONTRACTOR utilizes to protect its own Confidential Information of a similar nature. CONTRACTOR agrees to notify the COUNTY promptly in writing of any misuse or misappropriation of Confidential Information of the COUNTY which may come to CONTRACTOR's attention.

26. HIPAA. If applicable, CONTRACTOR agrees to comply with HIPAA. CONTRACTOR assumes any and all responsibility for compliance with HIPAA relative to the processing, confidentiality, and security of medical and/or health information and related documentation/records in connection with CONTRACTOR's provision of services as set forth under the AGREEMENT. CONTRACTOR hereby agrees to indemnify, defend, reimburse, and hold harmless the COUNTY, its officers, agents, and employees for, or on account of, any violation of HIPAA attributable to its performance under the AGREEMENT which subjects the COUNTY to any non-compliance penalties, whether civil or otherwise.
27. CHOICE OF LAW. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, The laws of the Commonwealth of Pennsylvania, United States of America (including its statutes of limitations), without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.
28. CHOICE OF FORUM. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the courts of the Commonwealth of Pennsylvania, County of Lancaster, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Pennsylvania, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
27. JURISDICTION. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the Federal Court for the Eastern District of Pennsylvania.

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

ATTEST:

LANCASTER COUNTY
BOARD OF COMMISSIONERS

Lawrence M. George, Administrator/Chief Clerk

Ray D' Agostino, Chairman

Joshua G. Parson, Vice Chairman

Alice Yoder, Commissioner

VENDOR:
NORWECO



CHEMICALS - WATER, POOL, & SEWAGE TREATMENT AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the COUNTY OF LANCASTER (hereinafter "the COUNTY") a class 2A county of the Commonwealth of Pennsylvania with an address of 150 North Queen Street, Lancaster, PA 17603 and Paradigm Labs (hereinafter "CONTRACTOR") whose principal address is PO Box 138, 7 Roberts Rd., Pine Grove, PA 17963.

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

1. SCOPE OF SERVICES. CONTRACTOR agrees to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT specifically Item(s): 10, and 11 at the invitation of the COUNTY including but not limited to those described in Section 3 of the Invitation for Bid (26-002).
2. COMPENSATION. The COUNTY agrees to pay CONTRACTOR for the services listed in this Agreement at the rate and in the manner indicated in CONTRACTOR's executed and accepted Bid. Said payment shall be the total compensation paid by the COUNTY to CONTRACTOR, including all related incidental work thereto.
3. REPRESENTATIONS. CONTRACTOR further agrees to the following:
 - a. CONTRACTOR shall strictly maintain all clients' confidentiality and rights to privacy regarding names, identities, clients, records, etc.
 - b. CONTRACTOR agrees to comply with Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") regulations regarding the identification, use, and disclosure of Protected Health Information (PHI). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
 - c. CONTRACTOR, its agents, employees, directors, and officers shall not be considered employees of the COUNTY for any purpose and specifically as any benefits or withholding of taxes is concerned. No withholding will be made by the COUNTY for any federal, state, social security, or local taxes from the amounts paid to CONTRACTOR by the COUNTY. CONTRACTOR agrees to be solely responsible for the withholding and payment of such taxes.
 - d. CONTRACTOR, its agents, employees, directors, and officers shall not be covered by the COUNTY'S workers' compensation or unemployment insurance provided by the COUNTY to its employees and expressly waives any such coverage. The COUNTY shall not be responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of any act or omission, or any violation of law on the part of third persons causing damage to the CONTRACTOR.
 - e. CONTRACTOR shall not assign its rights or obligations under this AGREEMENT to any other person or entity whatsoever unless written consent is first obtained from the COUNTY.

- f. In order to protect the COUNTY'S goodwill, CONTRACTOR, its agents, employees, and officers all agree to conduct themselves reasonably, prudently, and courteously in such a manner so as not to reflect adversely upon the COUNTY; and CONTRACTOR will perform at all times faithfully, industriously, and to the best of its ability, experience, and talents all of the duties that may be required pursuant to the expressed and implicit terms of this AGREEMENT, and to the complete satisfaction of the COUNTY; and will act in conformity with all statutes, regulations, and ordinances of the United States, the Commonwealth of Pennsylvania, and the COUNTY.
 - g. CONTRACTOR certifies that it is in compliance with the Drug-Free Workplace Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the COUNTY.
 - h. CONTRACTOR agrees to replace any individual on its service team upon reasonable invitation of the COUNTY. The COUNTY has the sole right to accept and reject any individual assigned to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT.
4. TERM OF AGREEMENT. This AGREEMENT shall remain in effect for one (1) year commencing on April 1, 2026, and terminating March 31, 2027. Either party may terminate this AGREEMENT by giving the other party ninety (90) days' written notice.
- The term of this Agreement shall be for a one (1) year base period commencing on April 1, 2026, and terminating March 31, 2027.
5. OPTION TO EXTEND PERFORMANCE PERIOD. The COUNTY may, by written notice to CONTRACTOR prior to the expiration of the Contract, extend the terms of the AGREEMENT for a period of not less than one-month (30 days) and not more than ninety (90) days, provided that the COUNTY shall give the CONTRACTOR a preliminary written notice of its intent to extend at least ninety (90) days before the AGREEMENT expires.
- a. The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the Bid Pricing Form shall apply to any extension made pursuant to this option provision, unless otherwise lowered by CONTRACTOR.
6. INCORPORATION OF BID, CONTRACT MODIFICATION, AMENDMENT, AND TERMINATION. CONTRACTOR agrees to comply with the terms and conditions set forth in its bid, the IFB and any addenda thereto, and any negotiated additions or changes to the received bid, all of which are incorporated herein by reference as though fully set forth at length. This AGREEMENT incorporates, in order of precedence, the following:
- 1. The AGREEMENT.
 - 2. The County Invitation for Bid (IFB) and any addenda thereto.
 - 3. CONTRACTOR's proposal submission and any subsequent correspondence.

- a. This document and all the above-referenced documents contain all terms, provisions, and conditions of the AGREEMENT. All provisions thereof are intended by the parties to be whole and entire.
 - b. Any alteration, variation, modifications, or waiver of any provision of the AGREEMENT shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this AGREEMENT.
 - c. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this AGREEMENT.
 - d. The COUNTY may terminate this AGREEMENT at any time, upon thirty (30) days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.
 - e. The County shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence, or other pertinent data and information gathered by, or computed by CONTRACTOR under this agreement. However, the CONTRACTOR shall remain the owners of their methodologies, trade secrets, and other copyrighted forms and materials.
7. INDEMNIFICATION. CONTRACTOR, its officers, directors, agents, employees, heirs, successors, and assigns shall indemnify and hold harmless the COUNTY, its Commissioners, officers, employees, representatives, and agents and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties, and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the COUNTY, its Commissioners, officers, employees, representatives, and agents arising from or related to its performance, including but not limited to CONTRACTOR's negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions, of this AGREEMENT.
- a. CONTRACTOR further agrees to indemnify and save harmless the COUNTY from any and all actions, claims and demands whatsoever that may result from CONTRACTOR's use of any facilities owned by the COUNTY, and does further agree to repair any damage to the COUNTY-owned property caused by CONTRACTOR's negligence or willful actions.
 - b. It is not the intention of this Section, or anything herein provided, to confer in a third-party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the COUNTY a right of action either under this AGREEMENT or in any manner whatsoever.
8. LIABILITY AND OTHER INSURANCE. CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall maintain and provide certification of the following: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists)

in such amounts to afford minimum protection per occurrence as described below, and for such risks as the COUNTY may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by CONTRACTOR. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously in full force and effect.

9. GENERAL REQUIREMENTS FOR INSURANCE. Except as otherwise approved by the COUNTY in writing, the following provisions shall apply to each and every policy of insurance which CONTRACTOR is required hereunder to carry:

- a. The form, amount, and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the COUNTY's approval;
- b. CONTRACTOR shall cause each insurance carrier to deliver its certificate of insurance to the COUNTY and to any other party designated by the COUNTY, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the COUNTY's Invitation;
- c. At least thirty (30) days prior to the expiration of each policy, CONTRACTOR shall provide the COUNTY with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, a sixty (60) day notice of such action shall be sent via certified mail to the COUNTY;
- d. CONTRACTOR shall not permit any condition to exist and shall not commit any act or omission which would wholly or partially invalidate any insurance.
- e. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability;
- f. The requirements described above are also applicable to any and all other employees or subcontractors hired by CONTRACTOR to perform work under this contract.

10. INSURANCE.

- a. The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this AGREEMENT, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.
 - i. General Liability Insurance:
 - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate
 - Products-Comp/Ops: \$2,000,000 in the aggregate
 - Personal & Advertising Injury: \$1,000,000 in the aggregate
 - Medical Expense (any person): \$5,000 per occurrence
 - Coverage: Premise operations, blanket contractual liability, personal injury

liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).

Cyber Liability: \$2,000,000

ii. Workers' Compensation and Employers' Liability Insurance:

Limits of Liability: Workers' Compensation - Statutory Limits.

Employers' Liability –

Bodily Injury by Accident: \$500,000 Each Accident

Bodily Injury by Disease: \$500,000 Each Employee

Bodily Injury by Disease: \$500,000 Policy Limit

Other States' coverage and Pennsylvania endorsement.

iii. Automobile Liability:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

Coverage: Owner, non-owned, and hired vehicles.

iv. Professional Liability Insurance:

Limits of Liability: \$1,000,000 by claim and \$1,000,000 in the aggregate.

Coverage: For occurrences happening during the performance of services required under this AGREEMENT, coverage shall be maintained in full force and effect under the policy for the full term of the AGREEMENT period, including options and extensions. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.

v. Umbrella Liability: Umbrella and/or Excess Liability Coverage in the amount of \$1,000,000.

- b. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, with have been rated A- or better by A.M. Best Rating Service, which are licensed to do business in the Commonwealth of Pennsylvania.
- c. CONTRACTOR shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering CONTRACTOR for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this AGREEMENT, including any negligent or otherwise wrongful acts or omissions by CONTRACTOR or any employee or agent thereof in at least such amounts and on such terms as follows: For third party damages, \$2,000,000 for each "event" subject to an annual aggregate limit of \$4,000,000. For first party privacy response costs incurred by CONTRACTOR, \$2,000,000 each event and aggregate. This includes but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the Pennsylvania HIPAA Act). Upon request, CONTRACTOR shall furnish the COUNTY, upon request and as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. CONTRACTOR shall not cancel or reduce any such insurance without the prior written consent of the COUNTY. CONTRACTOR shall notify the COUNTY in writing

within five (5) business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew, or rescind cyber liability insurance or Errors and Omissions insurance.

- d. If CONTRACTOR desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.
- e. The COUNTY reserves the right to review categories and levels of insurance coverage held by CONTRACTOR in an ongoing program of risk management. CONTRACTOR will be notified, in writing, of coverage requirements as determined by this review and CONTRACTOR agrees to secure such requested coverage.
- f. If CONTRACTOR fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the AGREEMENT and to exercise all appropriate rights and remedies.
- g. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this AGREEMENT.
- h. Waiver of subrogation in favor of the COUNTY, its Board of Commissioners, employees, directors, officers, departments, and divisions applies under all policies.
- i. When it applies, Additional Insured must read: The County of Lancaster, its Board of Commissioners, employees, directors, officers, departments, and divisions shall be included as additional insured with respect to the work performed for this contract: CHEMICALS - WATER, POOL, & SEWAGE TREATMENT IFB #26-002.
- j. Cancellation Clause must read: Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
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- m. CONTRACTOR shall accept full responsibility for the payment of premiums of all insurance for CONTRACTOR or CONTRACTOR's employees who are performing services pursuant to this AGREEMENT.

11. HOLD HARMLESS CLAUSE. In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission, or negligence of CONTRACTOR be procured or kept in full force and effect, CONTRACTOR shall indemnify, defend, and save harmless the COUNTY against losses, claims, and demands to the same extent as the COUNTY would have been indemnified by each insurance if it had been in full force and effect.
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 - i. In the event that the AGREEMENT is terminated, in whole or in part, for default or because CONTRACTOR fails to perform satisfactorily, CONTRACTOR may be charged the sum of \$250.00 per day for each calendar day from the date of notification until the date of correction.
 - b. Alternatively, if delivery or performance is so delayed, the COUNTY may terminate this AGREEMENT in whole or in part. In that event, CONTRACTOR shall be liable for fixed, agreed, and liquidated damages accruing until the time the COUNTY may reasonably obtain delivery or performance of similar supplies or services.
 - c. CONTRACTOR shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of CONTRACTOR.
15. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR(S). Funds are not presently available for performance under this contract beyond December 31, 2026, or for services initially contemplated for performance starting in 2027. The COUNTY's obligation for performance of the AGREEMENT beyond December 31, 2026, is contingent upon the availability of appropriated funds upon which payment for AGREEMENT purposes can be made. No legal liability on the part of the COUNTY for any payment may arise for performance under this AGREEMENT beyond December 31, 2026, until funds are made available by the COUNTY and until CONTRACTOR receives notice of availability, to be confirmed in writing by the issuance of a Delivery Order or Purchase Order by the County Purchasing Department.
16. FAMILIARITY WITH PROPOSED WORK. CONTRACTOR certifies that it has carefully considered the work proposed and the COUNTY's Invitation for Bid to determine the difficulties and requirements incidental to the prosecution of the work, and that it possesses the necessary experience, expertise, and resources to meet or exceed the needs expressed in the IFB.

17. NON-DISCRIMINATION. CONTRACTOR agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services. CONTRACTOR expressly agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that CONTRACTOR has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment, or other entity, but CONTRACTOR shall remain primarily responsible for compliance hereunder.
18. CERTIFICATION REGARDING IMPARTIALITY AND CONFLICT OF INTEREST. CONTRACTOR certifies that it is a totally independent contractor and that to the best of its knowledge, no COUNTY official or employee is also an owner, corporate officer, or employee of its business, or has a vested interest, financial or otherwise, in this AGREEMENT or in the business of CONTRACTOR.
- a. CONTRACTOR further certifies that it has fully disclosed as part of its Bid, in writing and prior to executing this AGREEMENT, which of its owners, corporate officers, management level employees, and associates is employed by the COUNTY or is a family member of a COUNTY employee, stating the persons' names and positions with CONTRACTOR and whether such individual has a position of authority and/or will be involved with the CONTRACTOR duties on a daily/monthly basis.
 - b. CONTRACTOR will inform the COUNTY in writing immediately if any potential conflict of interest arises during the performance of this AGREEMENT. Conflict of interest may constitute grounds for termination of this AGREEMENT following notification by the COUNTY to CONTRACTOR (allowing CONTRACTOR a reasonable opportunity to respond) where same is not corrected by CONTRACTOR within a reasonable time period after notice.
19. IMMIGRATION REFORM AND CONTROL ACT OF 1986. CONTRACTOR recognizes its responsibilities to assure the identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.
20. STATUTES APPLICABLE TO THIS AGREEMENT. CONTRACTOR is responsible for familiarity and compliance with all statutes that apply to its performance under this AGREEMENT.
21. NO ARBITRATION CLAUSES. CONTRACTOR agrees that no AGREEMENT with the County shall include Arbitration Clauses.
22. LICENSING. CONTRACTOR and all individuals acting under the authority of the CONTRACTOR shall at all times be appropriately licensed in the Commonwealth of Pennsylvania to perform all services under this Agreement. Failure to be so licensed shall be an instance of default.

23. DEFAULT/BREACH/RESOLUTION. If CONTRACTOR or the COUNTY defaults in its performance under the Terms and Conditions of the AGREEMENT, the defaulting party shall be promptly notified in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this AGREEMENT will be terminated. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the AGREEMENT. In addition, should the default of CONTRACTOR necessitate the County termination of this contract in whole or in part, COUNTY may acquire, correct, or replace with services or supplies similar to those terminated and CONTRACTOR shall pay to the COUNTY the cost occasioned by its default and/or make an equitable adjustment in the contract price at the option of the COUNTY.
24. AGREEMENT NOT TO HIRE. CONTRACTOR and the COUNTY both agree not to solicit, hire, contract with, or engage the employment or services of any employee or former employee of CONTRACTOR or the COUNTY during the period of, and for one (1) year after, the termination of the AGREEMENT without prior written approval of the other party. CONTRACTOR and the COUNTY agree that such approval will not be unreasonably withheld.
25. CONFIDENTIAL INFORMATION. All Information contained in the files of the COUNTY and all departments thereof is considered "Confidential Information." "Confidential Information" means any and all information, data, documents, files, and records disclosed to CONTRACTOR by the COUNTY either directly or indirectly, in writing or orally. Confidential Information does not include information which (i) is known to CONTRACTOR at the time of disclosure to CONTRACTOR by the COUNTY as evidenced by written records of CONTRACTOR, (ii) has become publicly known and made generally available through no wrongful act of CONTRACTOR or (iii) has been rightfully received by CONTRACTOR from a third party who is authorized to make such disclosure.
- a. CONTRACTOR agrees not to use any Confidential Information disclosed to it by the COUNTY for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between CONTRACTOR and the COUNTY to third parties or to employees of CONTRACTOR except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. CONTRACTOR will have or has had employees who have access to Confidential Information of the COUNTY sign a nondisclosure agreement in content substantially similar to this AGREEMENT and will promptly notify the COUNTY in writing of the names of each such employee upon the Invitation of the COUNTY at any time. CONTRACTOR agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the COUNTY in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that CONTRACTOR utilizes to protect its own Confidential Information of a similar nature. CONTRACTOR agrees to notify the COUNTY promptly in writing of any misuse or misappropriation of Confidential Information of the COUNTY which may come to CONTRACTOR's attention.

26. HIPAA. If applicable, CONTRACTOR agrees to comply with HIPAA. CONTRACTOR assumes any and all responsibility for compliance with HIPAA relative to the processing, confidentiality, and security of medical and/or health information and related documentation/records in connection with CONTRACTOR's provision of services as set forth under the AGREEMENT. CONTRACTOR hereby agrees to indemnify, defend, reimburse, and hold harmless the COUNTY, its officers, agents, and employees for, or on account of, any violation of HIPAA attributable to its performance under the AGREEMENT which subjects the COUNTY to any non-compliance penalties, whether civil or otherwise.
27. CHOICE OF LAW. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, The laws of the Commonwealth of Pennsylvania, United States of America (including its statutes of limitations), without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.
28. CHOICE OF FORUM. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the courts of the Commonwealth of Pennsylvania, County of Lancaster, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Pennsylvania, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
27. JURISDICTION. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the Federal Court for the Eastern District of Pennsylvania.

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

ATTEST:

**LANCASTER COUNTY
BOARD OF COMMISSIONERS**

Lawrence M. George, Administrator/Chief Clerk

Ray D' Agostino, Chairman

Joshua G. Parson, Vice Chairman

Alice Yoder, Commissioner

VENDOR:

Paradigm Labs



CHEMICALS - WATER, POOL, & SEWAGE TREATMENT AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the COUNTY OF LANCASTER (hereinafter "the COUNTY") a class 2A county of the Commonwealth of Pennsylvania with an address of 150 North Queen Street, Lancaster, PA 17603 and Shannon Chemical Corporation (hereinafter "CONTRACTOR") whose principal address is PO Box 376, Malvern, PA 19355.

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

1. SCOPE OF SERVICES. CONTRACTOR agrees to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT specifically Item(s): 26 at the invitation of the COUNTY including but not limited to those described in Section 3 of the Invitation for Bid (26-002).
2. COMPENSATION. The COUNTY agrees to pay CONTRACTOR for the services listed in this Agreement at the rate and in the manner indicated in CONTRACTOR's executed and accepted Bid. Said payment shall be the total compensation paid by the COUNTY to CONTRACTOR, including all related incidental work thereto.
3. REPRESENTATIONS. CONTRACTOR further agrees to the following:
 - a. CONTRACTOR shall strictly maintain all clients' confidentiality and rights to privacy regarding names, identities, clients, records, etc.
 - b. CONTRACTOR agrees to comply with Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") regulations regarding the identification, use, and disclosure of Protected Health Information (PHI). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
 - c. CONTRACTOR, its agents, employees, directors, and officers shall not be considered employees of the COUNTY for any purpose and specifically as any benefits or withholding of taxes is concerned. No withholding will be made by the COUNTY for any federal, state, social security, or local taxes from the amounts paid to CONTRACTOR by the COUNTY. CONTRACTOR agrees to be solely responsible for the withholding and payment of such taxes.
 - d. CONTRACTOR, its agents, employees, directors, and officers shall not be covered by the COUNTY'S workers' compensation or unemployment insurance provided by the COUNTY to its employees and expressly waives any such coverage. The COUNTY shall not be responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of any act or omission, or any violation of law on the part of third persons causing damage to the CONTRACTOR.
 - e. CONTRACTOR shall not assign its rights or obligations under this AGREEMENT to any other person or entity whatsoever unless written consent is first obtained from the COUNTY.

- f. In order to protect the COUNTY'S goodwill, CONTRACTOR, its agents, employees, and officers all agree to conduct themselves reasonably, prudently, and courteously in such a manner so as not to reflect adversely upon the COUNTY; and CONTRACTOR will perform at all times faithfully, industriously, and to the best of its ability, experience, and talents all of the duties that may be required pursuant to the expressed and implicit terms of this AGREEMENT, and to the complete satisfaction of the COUNTY; and will act in conformity with all statutes, regulations, and ordinances of the United States, the Commonwealth of Pennsylvania, and the COUNTY.
 - g. CONTRACTOR certifies that it is in compliance with the Drug-Free Workplace Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the COUNTY.
 - h. CONTRACTOR agrees to replace any individual on its service team upon reasonable invitation of the COUNTY. The COUNTY has the sole right to accept and reject any individual assigned to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT.
4. TERM OF AGREEMENT. This AGREEMENT shall remain in effect for one (1) year commencing on April 1, 2026, and terminating March 31, 2027. Either party may terminate this AGREEMENT by giving the other party ninety (90) days' written notice.

The term of this Agreement shall be for a one (1) year base period commencing on April 1, 2026, and terminating March 31, 2027.

5. OPTION TO EXTEND PERFORMANCE PERIOD. The COUNTY may, by written notice to CONTRACTOR prior to the expiration of the Contract, extend the terms of the AGREEMENT for a period of not less than one-month (30 days) and not more than ninety (90) days, provided that the COUNTY shall give the CONTRACTOR a preliminary written notice of its intent to extend at least ninety (90) days before the AGREEMENT expires.
- a. The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the Bid Pricing Form shall apply to any extension made pursuant to this option provision, unless otherwise lowered by CONTRACTOR.
6. INCORPORATION OF BID, CONTRACT MODIFICATION, AMENDMENT, AND TERMINATION. CONTRACTOR agrees to comply with the terms and conditions set forth in its bid, the IFB and any addenda thereto, and any negotiated additions or changes to the received bid, all of which are incorporated herein by reference as though fully set forth at length. This AGREEMENT incorporates, in order of precedence, the following:
- 1. The AGREEMENT.
 - 2. The County Invitation for Bid (IFB) and any addenda thereto.
 - 3. CONTRACTOR's proposal submission and any subsequent correspondence.

- a. This document and all the above-referenced documents contain all terms, provisions, and conditions of the AGREEMENT. All provisions thereof are intended by the parties to be whole and entire.
 - b. Any alteration, variation, modifications, or waiver of any provision of the AGREEMENT shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this AGREEMENT.
 - c. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this AGREEMENT.
 - d. The COUNTY may terminate this AGREEMENT at any time, upon thirty (30) days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.
 - e. The County shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence, or other pertinent data and information gathered by, or computed by CONTRACTOR under this agreement. However, the CONTRACTOR shall remain the owners of their methodologies, trade secrets, and other copyrighted forms and materials.
7. INDEMNIFICATION. CONTRACTOR, its officers, directors, agents, employees, heirs, successors, and assigns shall indemnify and hold harmless the COUNTY, its Commissioners, officers, employees, representatives, and agents and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties, and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the COUNTY, its Commissioners, officers, employees, representatives, and agents arising from or related to its performance, including but not limited to CONTRACTOR's negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions, of this AGREEMENT.
- a. CONTRACTOR further agrees to indemnify and save harmless the COUNTY from any and all actions, claims and demands whatsoever that may result from CONTRACTOR's use of any facilities owned by the COUNTY, and does further agree to repair any damage to the COUNTY-owned property caused by CONTRACTOR's negligence or willful actions.
 - b. It is not the intention of this Section, or anything herein provided, to confer in a third-party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the COUNTY a right of action either under this AGREEMENT or in any manner whatsoever.
8. LIABILITY AND OTHER INSURANCE. CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall maintain and provide certification of the following: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists)

in such amounts to afford minimum protection per occurrence as described below, and for such risks as the COUNTY may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by CONTRACTOR. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously in full force and effect.

9. GENERAL REQUIREMENTS FOR INSURANCE. Except as otherwise approved by the COUNTY in writing, the following provisions shall apply to each and every policy of insurance which CONTRACTOR is required hereunder to carry:

- a. The form, amount, and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the COUNTY's approval;
- b. CONTRACTOR shall cause each insurance carrier to deliver its certificate of insurance to the COUNTY and to any other party designated by the COUNTY, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the COUNTY's invitation;
- c. At least thirty (30) days prior to the expiration of each policy, CONTRACTOR shall provide the COUNTY with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, a sixty (60) day notice of such action shall be sent via certified mail to the COUNTY;
- d. CONTRACTOR shall not permit any condition to exist and shall not commit any act or omission which would wholly or partially invalidate any insurance.
- e. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability;
- f. The requirements described above are also applicable to any and all other employees or subcontractors hired by CONTRACTOR to perform work under this contract.

10. INSURANCE.

- a. The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this AGREEMENT, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.
 - i. General Liability Insurance:
 - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate
 - Products-Comp/Ops: \$2,000,000 in the aggregate
 - Personal & Advertising Injury: \$1,000,000 in the aggregate
 - Medical Expense (any person): \$5,000 per occurrence
 - Coverage: Premise operations, blanket contractual liability, personal injury

liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).

Cyber Liability: \$2,000,000

ii. Workers' Compensation and Employers' Liability Insurance:

Limits of Liability: Workers' Compensation - Statutory Limits.

Employers' Liability –

Bodily Injury by Accident: \$500,000 Each Accident

Bodily Injury by Disease: \$500,000 Each Employee

Bodily Injury by Disease: \$500,000 Policy Limit

Other States' coverage and Pennsylvania endorsement.

iii. Automobile Liability:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

Coverage: Owner, non-owned, and hired vehicles.

iv. Professional Liability Insurance:

Limits of Liability: \$1,000,000 by claim and \$1,000,000 in the aggregate.

Coverage: For occurrences happening during the performance of services required under this AGREEMENT, coverage shall be maintained in full force and effect under the policy for the full term of the AGREEMENT period, including options and extensions. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.

v. Umbrella Liability: Umbrella and/or Excess Liability Coverage in the amount of \$1,000,000.

- b. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, with have been rated A- or better by A.M. Best Rating Service, which are licensed to do business in the Commonwealth of Pennsylvania.
- c. CONTRACTOR shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering CONTRACTOR for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this AGREEMENT, including any negligent or otherwise wrongful acts or omissions by CONTRACTOR or any employee or agent thereof in at least such amounts and on such terms as follows: For third party damages, \$2,000,000 for each "event" subject to an annual aggregate limit of \$4,000,000. For first party privacy response costs incurred by CONTRACTOR, \$2,000,000 each event and aggregate. This includes but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the Pennsylvania HIPAA Act). Upon request, CONTRACTOR shall furnish the COUNTY, upon request and as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. CONTRACTOR shall not cancel or reduce any such insurance without the prior written consent of the COUNTY. CONTRACTOR shall notify the COUNTY in writing

within five (5) business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew, or rescind cyber liability insurance or Errors and Omissions insurance.

- d. If CONTRACTOR desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.
- e. The COUNTY reserves the right to review categories and levels of insurance coverage held by CONTRACTOR in an ongoing program of risk management. CONTRACTOR will be notified, in writing, of coverage requirements as determined by this review and CONTRACTOR agrees to secure such requested coverage.
- f. If CONTRACTOR fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the AGREEMENT and to exercise all appropriate rights and remedies.
- g. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this AGREEMENT.
- h. Waiver of subrogation in favor of the COUNTY, its Board of Commissioners, employees, directors, officers, departments, and divisions applies under all policies.
- i. When it applies, Additional Insured must read: The County of Lancaster, its Board of Commissioners, employees, directors, officers, departments, and divisions shall be included as additional insured with respect to the work performed for this contract: CHEMICALS - WATER, POOL, & SEWAGE TREATMENT IFB #26-002.
- j. Cancellation Clause must read: Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- k. Certificate Holder - County of Lancaster, Attn: Purchasing Department, 150 North Queen Street, Lancaster, PA 17603.
- l. CONTRACTOR hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the COUNTY. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. § 481(b)] of said Act.
- m. CONTRACTOR shall accept full responsibility for the payment of premiums of all insurance for CONTRACTOR or CONTRACTOR's employees who are performing services pursuant to this AGREEMENT.

11. HOLD HARMLESS CLAUSE. In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission, or negligence of CONTRACTOR be procured or kept in full force and effect, CONTRACTOR shall indemnify, defend, and save harmless the COUNTY against losses, claims, and demands to the same extent as the COUNTY would have been indemnified by each insurance if it had been in full force and effect.
12. INDEPENDENT CAPACITY OF CONTRACTOR. CONTRACTOR, its employees, and agents are not deemed to be employees of the COUNTY in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.
13. NO ASSIGNMENT. CONTRACTOR shall not assign any part of this AGREEMENT without prior written approval of the COUNTY.
14. LIQUIDATED DAMAGES
 - a. If CONTRACTOR fails to perform the services within the time specified in this AGREEMENT, or any extension, CONTRACTOR shall, in place of actual damages, pay to the COUNTY as fixed, agreed, and liquidated damages, for each occurrence, the following:
 - i. In the event that the AGREEMENT is terminated, in whole or in part, for default or because CONTRACTOR fails to perform satisfactorily, CONTRACTOR may be charged the sum of \$250.00 per day for each calendar day from the date of notification until the date of correction.
 - b. Alternatively, if delivery or performance is so delayed, the COUNTY may terminate this AGREEMENT in whole or in part. In that event, CONTRACTOR shall be liable for fixed, agreed, and liquidated damages accruing until the time the COUNTY may reasonably obtain delivery or performance of similar supplies or services.
 - c. CONTRACTOR shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of CONTRACTOR.
15. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR(S). Funds are not presently available for performance under this contract beyond December 31, 2026, or for services initially contemplated for performance starting in 2027. The COUNTY's obligation for performance of the AGREEMENT beyond December 31, 2026, is contingent upon the availability of appropriated funds upon which payment for AGREEMENT purposes can be made. No legal liability on the part of the COUNTY for any payment may arise for performance under this AGREEMENT beyond December 31, 2026, until funds are made available by the COUNTY and until CONTRACTOR receives notice of availability, to be confirmed in writing by the issuance of a Delivery Order or Purchase Order by the County Purchasing Department.
16. FAMILIARITY WITH PROPOSED WORK. CONTRACTOR certifies that it has carefully considered the work proposed and the COUNTY's Invitation for Bid to determine the difficulties and requirements incidental to the prosecution of the work, and that it possesses the necessary experience, expertise, and resources to meet or exceed the needs expressed in the IFB.

17. NON-DISCRIMINATION. CONTRACTOR agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services. CONTRACTOR expressly agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that CONTRACTOR has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment, or other entity, but CONTRACTOR shall remain primarily responsible for compliance hereunder.
18. CERTIFICATION REGARDING IMPARTIALITY AND CONFLICT OF INTEREST. CONTRACTOR certifies that it is a totally independent contractor and that to the best of its knowledge, no COUNTY official or employee is also an owner, corporate officer, or employee of its business, or has a vested interest, financial or otherwise, in this AGREEMENT or in the business of CONTRACTOR.
- a. CONTRACTOR further certifies that it has fully disclosed as part of its Bid, in writing and prior to executing this AGREEMENT, which of its owners, corporate officers, management level employees, and associates is employed by the COUNTY or is a family member of a COUNTY employee, stating the persons' names and positions with CONTRACTOR and whether such individual has a position of authority and/or will be involved with the CONTRACTOR duties on a daily/monthly basis.
 - b. CONTRACTOR will inform the COUNTY in writing immediately if any potential conflict of interest arises during the performance of this AGREEMENT. Conflict of interest may constitute grounds for termination of this AGREEMENT following notification by the COUNTY to CONTRACTOR (allowing CONTRACTOR a reasonable opportunity to respond) where same is not corrected by CONTRACTOR within a reasonable time period after notice.
19. IMMIGRATION REFORM AND CONTROL ACT OF 1986. CONTRACTOR recognizes its responsibilities to assure the identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.
20. STATUTES APPLICABLE TO THIS AGREEMENT. CONTRACTOR is responsible for familiarity and compliance with all statutes that apply to its performance under this AGREEMENT.
21. NO ARBITRATION CLAUSES. CONTRACTOR agrees that no AGREEMENT with the County shall include Arbitration Clauses.
22. LICENSING. CONTRACTOR and all individuals acting under the authority of the CONTRACTOR shall at all times be appropriately licensed in the Commonwealth of Pennsylvania to perform all services under this Agreement. Failure to be so licensed shall be an instance of default.

23. DEFAULT/BREACH/RESOLUTION. If CONTRACTOR or the COUNTY defaults in its performance under the Terms and Conditions of the AGREEMENT, the defaulting party shall be promptly notified in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this AGREEMENT will be terminated. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the AGREEMENT. In addition, should the default of CONTRACTOR necessitate the County termination of this contract in whole or in part, COUNTY may acquire, correct, or replace with services or supplies similar to those terminated and CONTRACTOR shall pay to the COUNTY the cost occasioned by its default and/or make an equitable adjustment in the contract price at the option of the COUNTY.
24. AGREEMENT NOT TO HIRE. CONTRACTOR and the COUNTY both agree not to solicit, hire, contract with, or engage the employment or services of any employee or former employee of CONTRACTOR or the COUNTY during the period of, and for one (1) year after, the termination of the AGREEMENT without prior written approval of the other party. CONTRACTOR and the COUNTY agree that such approval will not be unreasonably withheld.
25. CONFIDENTIAL INFORMATION. All Information contained in the files of the COUNTY and all departments thereof is considered "Confidential Information." "Confidential Information" means any and all information, data, documents, files, and records disclosed to CONTRACTOR by the COUNTY either directly or indirectly, in writing or orally. Confidential Information does not include information which (i) is known to CONTRACTOR at the time of disclosure to CONTRACTOR by the COUNTY as evidenced by written records of CONTRACTOR, (ii) has become publicly known and made generally available through no wrongful act of CONTRACTOR or (iii) has been rightfully received by CONTRACTOR from a third party who is authorized to make such disclosure.
- a. CONTRACTOR agrees not to use any Confidential Information disclosed to it by the COUNTY for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between CONTRACTOR and the COUNTY to third parties or to employees of CONTRACTOR except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. CONTRACTOR will have or has had employees who have access to Confidential Information of the COUNTY sign a nondisclosure agreement in content substantially similar to this AGREEMENT and will promptly notify the COUNTY in writing of the names of each such employee upon the Invitation of the COUNTY at any time. CONTRACTOR agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the COUNTY in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that CONTRACTOR utilizes to protect its own Confidential Information of a similar nature. CONTRACTOR agrees to notify the COUNTY promptly in writing of any misuse or misappropriation of Confidential Information of the COUNTY which may come to CONTRACTOR's attention.

26. HIPAA. If applicable, CONTRACTOR agrees to comply with HIPAA. CONTRACTOR assumes any and all responsibility for compliance with HIPAA relative to the processing, confidentiality, and security of medical and/or health information and related documentation/records in connection with CONTRACTOR's provision of services as set forth under the AGREEMENT. CONTRACTOR hereby agrees to indemnify, defend, reimburse, and hold harmless the COUNTY, its officers, agents, and employees for, or on account of, any violation of HIPAA attributable to its performance under the AGREEMENT which subjects the COUNTY to any non-compliance penalties, whether civil or otherwise.
27. CHOICE OF LAW. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, The laws of the Commonwealth of Pennsylvania, United States of America (including its statutes of limitations), without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.
28. CHOICE OF FORUM. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the courts of the Commonwealth of Pennsylvania, County of Lancaster, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Pennsylvania, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
27. JURISDICTION. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the Federal Court for the Eastern District of Pennsylvania.

IN WITNESS WHEREOF, the County of Lancaster and Shannon Chemical Corporation have executed this agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

LANCASTER COUNTY
BOARD OF COMMISSIONERS

Lawrence M. George, Administrator/Chief Clerk

Ray D' Agostino, Chairman

Joshua G. Parson, Vice Chairman

Alice Yoder, Commissioner

VENDOR:

Shannon Chemical Corporation



Daniel C. Flynn, President

CHEMICALS - WATER, POOL, & SEWAGE TREATMENT AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the COUNTY OF LANCASTER (hereinafter "the COUNTY") a class 2A county of the Commonwealth of Pennsylvania with an address of 150 North Queen Street, Lancaster, PA 17603 and Univar Solutions USA (hereinafter "CONTRACTOR") whose principal address is 68 Shelbourne Rd, Richboro, PA 18954.

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

1. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT specifically Item(s): 2, 3, 5-B, 6, 8-A, 15, 24, 27, 28-B, 29,31, 33, and 35 at the invitation of the COUNTY including but not limited to those described in Section 3 of the Invitation for Bid (26-002).
2. **COMPENSATION.** The COUNTY agrees to pay CONTRACTOR for the services listed in this Agreement at the rate and in the manner indicated in CONTRACTOR's executed and accepted Bid. Said payment shall be the total compensation paid by the COUNTY to CONTRACTOR, including all related incidental work thereto.
3. **REPRESENTATIONS.** CONTRACTOR further agrees to the following:
 - a. CONTRACTOR shall strictly maintain all clients' confidentiality and rights to privacy regarding names, identities, clients, records, etc.
 - b. CONTRACTOR agrees to comply with Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") regulations regarding the identification, use, and disclosure of Protected Health Information (PHI). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
 - c. CONTRACTOR, its agents, employees, directors, and officers shall not be considered employees of the COUNTY for any purpose and specifically as any benefits or withholding of taxes is concerned. No withholding will be made by the COUNTY for any federal, state, social security, or local taxes from the amounts paid to CONTRACTOR by the COUNTY. CONTRACTOR agrees to be solely responsible for the withholding and payment of such taxes.
 - d. CONTRACTOR, its agents, employees, directors, and officers shall not be covered by the COUNTY'S workers' compensation or unemployment insurance provided by the COUNTY to its employees and expressly waives any such coverage. The COUNTY shall not be responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of any act or omission, or any violation of law on the part of third persons causing damage to the CONTRACTOR.
 - e. CONTRACTOR shall not assign its rights or obligations under this AGREEMENT to any other person or entity whatsoever unless written consent is first obtained from the COUNTY.

- f. In order to protect the COUNTY'S goodwill, CONTRACTOR, its agents, employees, and officers all agree to conduct themselves reasonably, prudently, and courteously in such a manner so as not to reflect adversely upon the COUNTY; and CONTRACTOR will perform at all times faithfully, industriously, and to the best of its ability, experience, and talents all of the duties that may be required pursuant to the expressed and implicit terms of this AGREEMENT, and to the complete satisfaction of the COUNTY; and will act in conformity with all statutes, regulations, and ordinances of the United States, the Commonwealth of Pennsylvania, and the COUNTY.
 - g. CONTRACTOR certifies that it is in compliance with the Drug-Free Workplace Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the COUNTY.
 - h. CONTRACTOR agrees to replace any individual on its service team upon reasonable invitation of the COUNTY. The COUNTY has the sole right to accept and reject any individual assigned to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT.
4. TERM OF AGREEMENT. This AGREEMENT shall remain in effect for one (1) year commencing on April 1, 2026, and terminating March 31, 2027. Either party may terminate this AGREEMENT by giving the other party ninety (90) days' written notice.

The term of this Agreement shall be for a one (1) year base period commencing on April 1, 2026, and terminating March 31, 2027.

5. OPTION TO EXTEND PERFORMANCE PERIOD. The COUNTY may, by written notice to CONTRACTOR prior to the expiration of the Contract, extend the terms of the AGREEMENT for a period of not less than one-month (30 days) and not more than ninety (90) days, provided that the COUNTY shall give the CONTRACTOR a preliminary written notice of its intent to extend at least ninety (90) days before the AGREEMENT expires.
- a. The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the Bid Pricing Form shall apply to any extension made pursuant to this option provision, unless otherwise lowered by CONTRACTOR.
6. INCORPORATION OF BID, CONTRACT MODIFICATION, AMENDMENT, AND TERMINATION. CONTRACTOR agrees to comply with the terms and conditions set forth in its bid, the IFB and any addenda thereto, and any negotiated additions or changes to the received bid, all of which are incorporated herein by reference as though fully set forth at length. This AGREEMENT incorporates, in order of precedence, the following:
- 1. The AGREEMENT.
 - 2. The County Invitation for Bid (IFB) and any addenda thereto.
 - 3. CONTRACTOR's proposal submission and any subsequent correspondence.

- a. This document and all the above-referenced documents contain all terms, provisions, and conditions of the AGREEMENT. All provisions thereof are intended by the parties to be whole and entire.
 - b. Any alteration, variation, modifications, or waiver of any provision of the AGREEMENT shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this AGREEMENT.
 - c. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this AGREEMENT.
 - d. The COUNTY may terminate this AGREEMENT at any time, upon thirty (30) days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.
 - e. The County shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence, or other pertinent data and information gathered by, or computed by CONTRACTOR under this agreement. However, the CONTRACTOR shall remain the owners of their methodologies, trade secrets, and other copyrighted forms and materials.
7. INDEMNIFICATION. CONTRACTOR, its officers, directors, agents, employees, heirs, successors, and assigns shall indemnify and hold harmless the COUNTY, its Commissioners, officers, employees, representatives, and agents and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties, and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the COUNTY, its Commissioners, officers, employees, representatives, and agents arising from or related to its performance, including but not limited to CONTRACTOR's negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions, of this AGREEMENT.
- a. CONTRACTOR further agrees to indemnify and save harmless the COUNTY from any and all actions, claims and demands whatsoever that may result from CONTRACTOR's use of any facilities owned by the COUNTY, and does further agree to repair any damage to the COUNTY-owned property caused by CONTRACTOR's negligence or willful actions.
 - b. It is not the intention of this Section, or anything herein provided, to confer in a third-party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the COUNTY a right of action either under this AGREEMENT or in any manner whatsoever.
8. LIABILITY AND OTHER INSURANCE. CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall maintain and provide certification of the following: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent

necessary under applicable law, (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and for such risks as the COUNTY may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by CONTRACTOR. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously in full force and effect.

9. GENERAL REQUIREMENTS FOR INSURANCE. Except as otherwise approved by the COUNTY in writing, the following provisions shall apply to each and every policy of insurance which CONTRACTOR is required hereunder to carry:

- a. The form, amount, and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the COUNTY's approval;
- b. CONTRACTOR shall cause each insurance carrier to deliver its certificate of insurance to the COUNTY and to any other party designated by the COUNTY, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the COUNTY's Invitation;
- c. At least thirty (30) days prior to the expiration of each policy, CONTRACTOR shall provide the COUNTY with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, a sixty (60) day notice of such action shall be sent via certified mail to the COUNTY;
- d. CONTRACTOR shall not permit any condition to exist and shall not commit any act or omission which would wholly or partially invalidate any insurance.
- e. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability;
- f. The requirements described above are also applicable to any and all other employees or subcontractors hired by CONTRACTOR to perform work under this contract.

10. INSURANCE.

- a. The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this AGREEMENT, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.
 - i. General Liability Insurance:
 - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate
 - Products-Comp/Ops: \$2,000,000 in the aggregate
 - Personal & Advertising Injury: \$1,000,000 in the aggregate
 - Medical Expense (any person): \$5,000 per occurrence

Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).

Cyber Liability: \$2,000,000

ii. Workers' Compensation and Employers' Liability Insurance:

Limits of Liability: Workers' Compensation - Statutory Limits.

Employers' Liability –

Bodily Injury by Accident: \$500,000 Each Accident

Bodily Injury by Disease: \$500,000 Each Employee

Bodily Injury by Disease: \$500,000 Policy Limit

Other States' coverage and Pennsylvania endorsement.

iii. Automobile Liability:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

Coverage: Owner, non-owned, and hired vehicles.

iv. Professional Liability Insurance:

Limits of Liability: \$1,000,000 by claim and \$1,000,000 in the aggregate.

Coverage: For occurrences happening during the performance of services required under this AGREEMENT, coverage shall be maintained in full force and effect under the policy for the full term of the AGREEMENT period, including options and extensions. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.

v. Umbrella Liability: Umbrella and/or Excess Liability Coverage in the amount of \$1,000,000.

b. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, which have been rated A- or better by A.M. Best Rating Service, which are licensed to do business in the Commonwealth of Pennsylvania.

c. CONTRACTOR shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering CONTRACTOR for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this AGREEMENT, including any negligent or otherwise wrongful acts or omissions by CONTRACTOR or any employee or agent thereof in at least such amounts and on such terms as follows: For third party damages, \$2,000,000 for each "event" subject to an annual aggregate limit of \$4,000,000. For first party privacy response costs incurred by CONTRACTOR, \$2,000,000 each event and aggregate. This includes but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the Pennsylvania HIPAA Act). Upon request, CONTRACTOR shall furnish the COUNTY, upon request and as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. CONTRACTOR shall not cancel or reduce any such insurance without the

prior written consent of the COUNTY. CONTRACTOR shall notify the COUNTY in writing within five (5) business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew, or rescind cyber liability insurance or Errors and Omissions insurance.

- d. If CONTRACTOR desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.
- e. The COUNTY reserves the right to review categories and levels of insurance coverage held by CONTRACTOR in an ongoing program of risk management. CONTRACTOR will be notified, in writing, of coverage requirements as determined by this review and CONTRACTOR agrees to secure such requested coverage.
- f. If CONTRACTOR fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the AGREEMENT and to exercise all appropriate rights and remedies.
- g. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this AGREEMENT.
- h. Waiver of subrogation in favor of the COUNTY, its Board of Commissioners, employees, directors, officers, departments, and divisions applies under all policies.
- i. When it applies, Additional Insured must read: The County of Lancaster, its Board of Commissioners, employees, directors, officers, departments, and divisions shall be included as additional insured with respect to the work performed for this contract: CHEMICALS - WATER, POOL, & SEWAGE TREATMENT IFB #26-002.
- j. Cancellation Clause must read: Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- k. Certificate Holder - County of Lancaster, Attn: Purchasing Department, 150 North Queen Street, Lancaster, PA 17603.
- l. CONTRACTOR hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the COUNTY. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. § 481(b)] of said Act.
- m. CONTRACTOR shall accept full responsibility for the payment of premiums of all insurance for CONTRACTOR or CONTRACTOR's employees who are performing services pursuant to this AGREEMENT.

11. HOLD HARMLESS CLAUSE. In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission, or negligence of CONTRACTOR be procured or kept in full force and effect, CONTRACTOR shall indemnify, defend, and save harmless the COUNTY against losses, claims, and demands to the same extent as the COUNTY would have been indemnified by each insurance if it had been in full force and effect.
12. INDEPENDENT CAPACITY OF CONTRACTOR. CONTRACTOR, its employees, and agents are not deemed to be employees of the COUNTY in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.
13. NO ASSIGNMENT. CONTRACTOR shall not assign any part of this AGREEMENT without prior written approval of the COUNTY.
14. LIQUIDATED DAMAGES
- a. If CONTRACTOR fails to perform the services within the time specified in this AGREEMENT, or any extension, CONTRACTOR shall, in place of actual damages, pay to the COUNTY as fixed, agreed, and liquidated damages, for each occurrence, the following:
 - i. In the event that the AGREEMENT is terminated, in whole or in part, for default or because CONTRACTOR fails to perform satisfactorily, CONTRACTOR may be charged the sum of \$250.00 per day for each calendar day from the date of notification until the date of correction.
 - b. Alternatively, if delivery or performance is so delayed, the COUNTY may terminate this AGREEMENT in whole or in part. In that event, CONTRACTOR shall be liable for fixed, agreed, and liquidated damages accruing until the time the COUNTY may reasonably obtain delivery or performance of similar supplies or services.
 - c. CONTRACTOR shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of CONTRACTOR.
15. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR(S). Funds are not presently available for performance under this contract beyond December 31, 2026, or for services initially contemplated for performance starting in 2027. The COUNTY's obligation for performance of the AGREEMENT beyond December 31, 2026, is contingent upon the availability of appropriated funds upon which payment for AGREEMENT purposes can be made. No legal liability on the part of the COUNTY for any payment may arise for performance under this AGREEMENT beyond December 31, 2026, until funds are made available by the COUNTY and until CONTRACTOR receives notice of availability, to be confirmed in writing by the issuance of a Delivery Order or Purchase Order by the County Purchasing Department.
16. FAMILIARITY WITH PROPOSED WORK. CONTRACTOR certifies that it has carefully considered the work proposed and the COUNTY's Invitation for Bid to determine the difficulties and requirements incidental to the prosecution of the work, and that it possesses the necessary experience, expertise, and resources to meet or exceed the needs expressed in the IFB.

17. NON-DISCRIMINATION. CONTRACTOR agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services. CONTRACTOR expressly agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that CONTRACTOR has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment, or other entity, but CONTRACTOR shall remain primarily responsible for compliance hereunder.
18. CERTIFICATION REGARDING IMPARTIALITY AND CONFLICT OF INTEREST. CONTRACTOR certifies that it is a totally independent contractor and that to the best of its knowledge, no COUNTY official or employee is also an owner, corporate officer, or employee of its business, or has a vested interest, financial or otherwise, in this AGREEMENT or in the business of CONTRACTOR.
- a. CONTRACTOR further certifies that it has fully disclosed as part of its Bid, in writing and prior to executing this AGREEMENT, which of its owners, corporate officers, management level employees, and associates is employed by the COUNTY or is a family member of a COUNTY employee, stating the persons' names and positions with CONTRACTOR and whether such individual has a position of authority and/or will be involved with the CONTRACTOR duties on a daily/monthly basis.
 - b. CONTRACTOR will inform the COUNTY in writing immediately if any potential conflict of interest arises during the performance of this AGREEMENT. Conflict of interest may constitute grounds for termination of this AGREEMENT following notification by the COUNTY to CONTRACTOR (allowing CONTRACTOR a reasonable opportunity to respond) where same is not corrected by CONTRACTOR within a reasonable time period after notice.
19. IMMIGRATION REFORM AND CONTROL ACT OF 1986. CONTRACTOR recognizes its responsibilities to assure the identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.
20. STATUTES APPLICABLE TO THIS AGREEMENT. CONTRACTOR is responsible for familiarity and compliance with all statutes that apply to its performance under this AGREEMENT.
21. NO ARBITRATION CLAUSES. CONTRACTOR agrees that no AGREEMENT with the County shall include Arbitration Clauses.
22. LICENSING. CONTRACTOR and all individuals acting under the authority of the CONTRACTOR shall at all times be appropriately licensed in the Commonwealth of Pennsylvania to perform all services under this Agreement. Failure to be so licensed shall be an instance of default.

23. DEFAULT/BREACH/RESOLUTION. If CONTRACTOR or the COUNTY defaults in its performance under the Terms and Conditions of the AGREEMENT, the defaulting party shall be promptly notified in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this AGREEMENT will be terminated. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the AGREEMENT. In addition, should the default of CONTRACTOR necessitate the County termination of this contract in whole or in part, COUNTY may acquire, correct, or replace with services or supplies similar to those terminated and CONTRACTOR shall pay to the COUNTY the cost occasioned by its default and/or make an equitable adjustment in the contract price at the option of the COUNTY.
24. AGREEMENT NOT TO HIRE. CONTRACTOR and the COUNTY both agree not to solicit, hire, contract with, or engage the employment or services of any employee or former employee of CONTRACTOR or the COUNTY during the period of, and for one (1) year after, the termination of the AGREEMENT without prior written approval of the other party. CONTRACTOR and the COUNTY agree that such approval will not be unreasonably withheld.
25. CONFIDENTIAL INFORMATION. All Information contained in the files of the COUNTY and all departments thereof is considered "Confidential Information." "Confidential Information" means any and all information, data, documents, files, and records disclosed to CONTRACTOR by the COUNTY either directly or indirectly, in writing or orally. Confidential Information does not include information which (i) is known to CONTRACTOR at the time of disclosure to CONTRACTOR by the COUNTY as evidenced by written records of CONTRACTOR, (ii) has become publicly known and made generally available through no wrongful act of CONTRACTOR or (iii) has been rightfully received by CONTRACTOR from a third party who is authorized to make such disclosure.
- a. CONTRACTOR agrees not to use any Confidential Information disclosed to it by the COUNTY for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between CONTRACTOR and the COUNTY to third parties or to employees of CONTRACTOR except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. CONTRACTOR will have or has had employees who have access to Confidential Information of the COUNTY sign a nondisclosure agreement in content substantially similar to this AGREEMENT and will promptly notify the COUNTY in writing of the names of each such employee upon the Invitation of the COUNTY at any time. CONTRACTOR agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the COUNTY in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that CONTRACTOR utilizes to protect its own Confidential Information of a similar nature. CONTRACTOR agrees to notify the COUNTY promptly in writing of any misuse or misappropriation of Confidential Information of the COUNTY which may come to CONTRACTOR's attention.

26. HIPAA. If applicable, CONTRACTOR agrees to comply with HIPAA. CONTRACTOR assumes any and all responsibility for compliance with HIPAA relative to the processing, confidentiality, and security of medical and/or health information and related documentation/records in connection with CONTRACTOR's provision of services as set forth under the AGREEMENT. CONTRACTOR hereby agrees to indemnify, defend, reimburse, and hold harmless the COUNTY, its officers, agents, and employees for, or on account of, any violation of HIPAA attributable to its performance under the AGREEMENT which subjects the COUNTY to any non-compliance penalties, whether civil or otherwise.
27. CHOICE OF LAW. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, The laws of the Commonwealth of Pennsylvania, United States of America (including its statutes of limitations), without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.
28. CHOICE OF FORMUM. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the courts of the Commonwealth of Pennsylvania, County of Lancaster, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Pennsylvania, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
27. JURISDICTION. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the Federal Court for the Eastern District of Pennsylvania.

IN WITNESS WHEREOF, the County of Lancaster and **Univar Solutions USA** have executed this agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

**LANCASTER COUNTY
BOARD OF COMMISSIONERS**

Lawrence M. George, Administrator/Chief Clerk

Ray D' Agostino, Chairman

Joshua G. Parson, Vice Chairman

Alice Yoder, Commissioner

VENDOR:
Univar Solutions USA



Victoria Meakim, Municipal Specialist

CHEMICALS - WATER, POOL, & SEWAGE TREATMENT AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the COUNTY OF LANCASTER (hereinafter "the COUNTY") a class 2A county of the Commonwealth of Pennsylvania with an address of 150 North Queen Street, Lancaster, PA 17603 and USALCO (hereinafter "CONTRACTOR") whose principal address is 2601 Cannery Avenue, Baltimore, MD 21226.

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

1. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT specifically Item(s): 1, 12-A, 12-B, and 17 at the invitation of the COUNTY including but not limited to those described in Section 3 of the Invitation for Bid (26-002).
2. **COMPENSATION.** The COUNTY agrees to pay CONTRACTOR for the services listed in this Agreement at the rate and in the manner indicated in CONTRACTOR's executed and accepted Bid. Said payment shall be the total compensation paid by the COUNTY to CONTRACTOR, including all related incidental work thereto.
3. **REPRESENTATIONS.** CONTRACTOR further agrees to the following:
 - a. CONTRACTOR shall strictly maintain all clients' confidentiality and rights to privacy regarding names, identities, clients, records, etc.
 - b. CONTRACTOR agrees to comply with Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") regulations regarding the identification, use, and disclosure of Protected Health Information (PHI). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
 - c. CONTRACTOR, its agents, employees, directors, and officers shall not be considered employees of the COUNTY for any purpose and specifically as any benefits or withholding of taxes is concerned. No withholding will be made by the COUNTY for any federal, state, social security, or local taxes from the amounts paid to CONTRACTOR by the COUNTY. CONTRACTOR agrees to be solely responsible for the withholding and payment of such taxes.
 - d. CONTRACTOR, its agents, employees, directors, and officers shall not be covered by the COUNTY'S workers' compensation or unemployment insurance provided by the COUNTY to its employees and expressly waives any such coverage. The COUNTY shall not be responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of any act or omission, or any violation of law on the part of third persons causing damage to the CONTRACTOR.
 - e. CONTRACTOR shall not assign its rights or obligations under this AGREEMENT to any other person or entity whatsoever unless written consent is first obtained from the COUNTY.

- f. In order to protect the COUNTY'S goodwill, CONTRACTOR, its agents, employees, and officers all agree to conduct themselves reasonably, prudently, and courteously in such a manner so as not to reflect adversely upon the COUNTY; and CONTRACTOR will perform at all times faithfully, industriously, and to the best of its ability, experience, and talents all of the duties that may be required pursuant to the expressed and implicit terms of this AGREEMENT, and to the complete satisfaction of the COUNTY; and will act in conformity with all statutes, regulations, and ordinances of the United States, the Commonwealth of Pennsylvania, and the COUNTY.
 - g. CONTRACTOR certifies that it is in compliance with the Drug-Free Workplace Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the COUNTY.
 - h. CONTRACTOR agrees to replace any individual on its service team upon reasonable invitation of the COUNTY. The COUNTY has the sole right to accept and reject any individual assigned to provide CHEMICALS - WATER, POOL, & SEWAGE TREATMENT.
4. TERM OF AGREEMENT. This AGREEMENT shall remain in effect for one (1) year commencing on April 1, 2026, and terminating March 31, 2027. Either party may terminate this AGREEMENT by giving the other party ninety (90) days' written notice.

The term of this Agreement shall be for a one (1) year base period commencing on April 1, 2026, and terminating March 31, 2027.

5. OPTION TO EXTEND PERFORMANCE PERIOD. The COUNTY may, by written notice to CONTRACTOR prior to the expiration of the Contract, extend the terms of the AGREEMENT for a period of not less than one-month (30 days) and not more than ninety (90) days, provided that the COUNTY shall give the CONTRACTOR a preliminary written notice of its intent to extend at least ninety (90) days before the AGREEMENT expires.
- a. The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the Bid Pricing Form shall apply to any extension made pursuant to this option provision, unless otherwise lowered by CONTRACTOR.
6. INCORPORATION OF BID, CONTRACT MODIFICATION, AMENDMENT, AND TERMINATION. CONTRACTOR agrees to comply with the terms and conditions set forth in its bid, the IFB and any addenda thereto, and any negotiated additions or changes to the received bid, all of which are incorporated herein by reference as though fully set forth at length. This AGREEMENT incorporates, in order of precedence, the following:
- 1. The AGREEMENT.
 - 2. The County Invitation for Bid (IFB) and any addenda thereto.
 - 3. CONTRACTOR's proposal submission and any subsequent correspondence.

- a. This document and all the above-referenced documents contain all terms, provisions, and conditions of the AGREEMENT. All provisions thereof are intended by the parties to be whole and entire.
 - b. Any alteration, variation, modifications, or waiver of any provision of the AGREEMENT shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this AGREEMENT.
 - c. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this AGREEMENT.
 - d. The COUNTY may terminate this AGREEMENT at any time, upon thirty (30) days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.
 - e. The County shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence, or other pertinent data and information gathered by, or computed by CONTRACTOR under this agreement. However, the CONTRACTOR shall remain the owners of their methodologies, trade secrets, and other copyrighted forms and materials.
7. INDEMNIFICATION. CONTRACTOR, its officers, directors, agents, employees, heirs, successors, and assigns shall indemnify and hold harmless the COUNTY, its Commissioners, officers, employees, representatives, and agents and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties, and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the COUNTY, its Commissioners, officers, employees, representatives, and agents arising from or related to its performance, including but not limited to CONTRACTOR's negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions, of this AGREEMENT.
- a. CONTRACTOR further agrees to indemnify and save harmless the COUNTY from any and all actions, claims and demands whatsoever that may result from CONTRACTOR's use of any facilities owned by the COUNTY, and does further agree to repair any damage to the COUNTY-owned property caused by CONTRACTOR's negligence or willful actions.
 - b. It is not the intention of this Section, or anything herein provided, to confer in a third-party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the COUNTY a right of action either under this AGREEMENT or in any manner whatsoever.
8. LIABILITY AND OTHER INSURANCE. CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall maintain and provide certification of the following: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent

necessary under applicable law, (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and for such risks as the COUNTY may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by CONTRACTOR. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously in full force and effect.

9. GENERAL REQUIREMENTS FOR INSURANCE. Except as otherwise approved by the COUNTY in writing, the following provisions shall apply to each and every policy of insurance which CONTRACTOR is required hereunder to carry:

- a. The form, amount, and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the COUNTY's approval;
- b. CONTRACTOR shall cause each insurance carrier to deliver its certificate of insurance to the COUNTY and to any other party designated by the COUNTY, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the COUNTY's Invitation;
- c. At least thirty (30) days prior to the expiration of each policy, CONTRACTOR shall provide the COUNTY with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, a sixty (60) day notice of such action shall be sent via certified mail to the COUNTY;
- d. CONTRACTOR shall not permit any condition to exist and shall not commit any act or omission which would wholly or partially invalidate any insurance.
- e. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability;
- f. The requirements described above are also applicable to any and all other employees or subcontractors hired by CONTRACTOR to perform work under this contract.

10. INSURANCE.

- a. The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this AGREEMENT, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.
 - i. General Liability Insurance:
Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products-Comp/Ops: \$2,000,000 in the aggregate
Personal & Advertising Injury: \$1,000,000 in the aggregate
Medical Expense (any person): \$5,000 per occurrence

Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).

Cyber Liability: \$2,000,000

ii. Workers' Compensation and Employers' Liability Insurance:

Limits of Liability: Workers' Compensation - Statutory Limits.

Employers' Liability –

Bodily Injury by Accident: \$500,000 Each Accident

Bodily Injury by Disease: \$500,000 Each Employee

Bodily Injury by Disease: \$500,000 Policy Limit

Other States' coverage and Pennsylvania endorsement.

iii. Automobile Liability:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

Coverage: Owner, non-owned, and hired vehicles.

iv. Professional Liability Insurance:

Limits of Liability: \$1,000,000 by claim and \$1,000,000 in the aggregate.

Coverage: For occurrences happening during the performance of services required under this AGREEMENT, coverage shall be maintained in full force and effect under the policy for the full term of the AGREEMENT period, including options and extensions. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.

v. Umbrella Liability: Umbrella and/or Excess Liability Coverage in the amount of \$1,000,000.

b. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, which have been rated A- or better by A.M. Best Rating Service, which are licensed to do business in the Commonwealth of Pennsylvania.

c. CONTRACTOR shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering CONTRACTOR for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this AGREEMENT, including any negligent or otherwise wrongful acts or omissions by CONTRACTOR or any employee or agent thereof in at least such amounts and on such terms as follows: For third party damages, \$2,000,000 for each "event" subject to an annual aggregate limit of \$4,000,000. For first party privacy response costs incurred by CONTRACTOR, \$2,000,000 each event and aggregate. This includes but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the Pennsylvania HIPAA Act). Upon request, CONTRACTOR shall furnish the COUNTY, upon request and as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. CONTRACTOR shall not cancel or reduce any such insurance without the

prior written consent of the COUNTY. CONTRACTOR shall notify the COUNTY in writing within five (5) business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew, or rescind cyber liability insurance or Errors and Omissions insurance.

- d. If CONTRACTOR desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.
- e. The COUNTY reserves the right to review categories and levels of insurance coverage held by CONTRACTOR in an ongoing program of risk management. CONTRACTOR will be notified, in writing, of coverage requirements as determined by this review and CONTRACTOR agrees to secure such requested coverage.
- f. If CONTRACTOR fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the AGREEMENT and to exercise all appropriate rights and remedies.
- g. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this AGREEMENT.
- h. Waiver of subrogation in favor of the COUNTY, its Board of Commissioners, employees, directors, officers, departments, and divisions applies under all policies.
- i. When it applies, Additional Insured must read: The County of Lancaster, its Board of Commissioners, employees, directors, officers, departments, and divisions shall be included as additional insured with respect to the work performed for this contract: CHEMICALS - WATER, POOL, & SEWAGE TREATMENT IFB #26-002.
- j. Cancellation Clause must read: Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- k. Certificate Holder - County of Lancaster, Attn: Purchasing Department, 150 North Queen Street, Lancaster, PA 17603.
- l. CONTRACTOR hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the COUNTY. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. § 481(b)] of said Act.
- m. CONTRACTOR shall accept full responsibility for the payment of premiums of all insurance for CONTRACTOR or CONTRACTOR's employees who are performing services pursuant to this AGREEMENT.

11. HOLD HARMLESS CLAUSE. In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission, or negligence of CONTRACTOR be procured or kept in full force and effect, CONTRACTOR shall indemnify, defend, and save harmless the COUNTY against losses, claims, and demands to the same extent as the COUNTY would have been indemnified by each insurance if it had been in full force and effect.
12. INDEPENDENT CAPACITY OF CONTRACTOR. CONTRACTOR, its employees, and agents are not deemed to be employees of the COUNTY in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.
13. NO ASSIGNMENT. CONTRACTOR shall not assign any part of this AGREEMENT without prior written approval of the COUNTY.
14. LIQUIDATED DAMAGES
- a. If CONTRACTOR fails to perform the services within the time specified in this AGREEMENT, or any extension, CONTRACTOR shall, in place of actual damages, pay to the COUNTY as fixed, agreed, and liquidated damages, for each occurrence, the following:
 - i. In the event that the AGREEMENT is terminated, in whole or in part, for default or because CONTRACTOR fails to perform satisfactorily, CONTRACTOR may be charged the sum of \$250.00 per day for each calendar day from the date of notification until the date of correction.
 - b. Alternatively, if delivery or performance is so delayed, the COUNTY may terminate this AGREEMENT in whole or in part. In that event, CONTRACTOR shall be liable for fixed, agreed, and liquidated damages accruing until the time the COUNTY may reasonably obtain delivery or performance of similar supplies or services.
 - c. CONTRACTOR shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of CONTRACTOR.
15. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR(S). Funds are not presently available for performance under this contract beyond December 31, 2026, or for services initially contemplated for performance starting in 2027. The COUNTY's obligation for performance of the AGREEMENT beyond December 31, 2026, is contingent upon the availability of appropriated funds upon which payment for AGREEMENT purposes can be made. No legal liability on the part of the COUNTY for any payment may arise for performance under this AGREEMENT beyond December 31, 2026, until funds are made available by the COUNTY and until CONTRACTOR receives notice of availability, to be confirmed in writing by the issuance of a Delivery Order or Purchase Order by the County Purchasing Department.
16. FAMILIARITY WITH PROPOSED WORK. CONTRACTOR certifies that it has carefully considered the work proposed and the COUNTY's Invitation for Bid to determine the difficulties and requirements incidental to the prosecution of the work, and that it possesses the necessary experience, expertise, and resources to meet or exceed the needs expressed in the IFB.

17. NON-DISCRIMINATION. CONTRACTOR agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services. CONTRACTOR expressly agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that CONTRACTOR has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment, or other entity, but CONTRACTOR shall remain primarily responsible for compliance hereunder.
18. CERTIFICATION REGARDING IMPARTIALITY AND CONFLICT OF INTEREST. CONTRACTOR certifies that it is a totally independent contractor and that to the best of its knowledge, no COUNTY official or employee is also an owner, corporate officer, or employee of its business, or has a vested interest, financial or otherwise, in this AGREEMENT or in the business of CONTRACTOR.
- a. CONTRACTOR further certifies that it has fully disclosed as part of its Bid, in writing and prior to executing this AGREEMENT, which of its owners, corporate officers, management level employees, and associates is employed by the COUNTY or is a family member of a COUNTY employee, stating the persons' names and positions with CONTRACTOR and whether such individual has a position of authority and/or will be involved with the CONTRACTOR duties on a daily/monthly basis.
 - b. CONTRACTOR will inform the COUNTY in writing immediately if any potential conflict of interest arises during the performance of this AGREEMENT. Conflict of interest may constitute grounds for termination of this AGREEMENT following notification by the COUNTY to CONTRACTOR (allowing CONTRACTOR a reasonable opportunity to respond) where same is not corrected by CONTRACTOR within a reasonable time period after notice.
19. IMMIGRATION REFORM AND CONTROL ACT OF 1986. CONTRACTOR recognizes its responsibilities to assure the identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.
20. STATUTES APPLICABLE TO THIS AGREEMENT. CONTRACTOR is responsible for familiarity and compliance with all statutes that apply to its performance under this AGREEMENT.
21. NO ARBITRATION CLAUSES. CONTRACTOR agrees that no AGREEMENT with the County shall include Arbitration Clauses.
22. LICENSING. CONTRACTOR and all individuals acting under the authority of the CONTRACTOR shall at all times be appropriately licensed in the Commonwealth of Pennsylvania to perform all services under this Agreement. Failure to be so licensed shall be an instance of default.

23. DEFAULT/BREACH/RESOLUTION. If CONTRACTOR or the COUNTY defaults in its performance under the Terms and Conditions of the AGREEMENT, the defaulting party shall be promptly notified in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this AGREEMENT will be terminated. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the AGREEMENT. In addition, should the default of CONTRACTOR necessitate the County termination of this contract in whole or in part, COUNTY may acquire, correct, or replace with services or supplies similar to those terminated and CONTRACTOR shall pay to the COUNTY the cost occasioned by its default and/or make an equitable adjustment in the contract price at the option of the COUNTY.
24. AGREEMENT NOT TO HIRE. CONTRACTOR and the COUNTY both agree not to solicit, hire, contract with, or engage the employment or services of any employee or former employee of CONTRACTOR or the COUNTY during the period of, and for one (1) year after, the termination of the AGREEMENT without prior written approval of the other party. CONTRACTOR and the COUNTY agree that such approval will not be unreasonably withheld.
25. CONFIDENTIAL INFORMATION. All Information contained in the files of the COUNTY and all departments thereof is considered "Confidential Information." "Confidential Information" means any and all information, data, documents, files, and records disclosed to CONTRACTOR by the COUNTY either directly or indirectly, in writing or orally. Confidential Information does not include information which (i) is known to CONTRACTOR at the time of disclosure to CONTRACTOR by the COUNTY as evidenced by written records of CONTRACTOR, (ii) has become publicly known and made generally available through no wrongful act of CONTRACTOR or (iii) has been rightfully received by CONTRACTOR from a third party who is authorized to make such disclosure.
- a. CONTRACTOR agrees not to use any Confidential Information disclosed to it by the COUNTY for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between CONTRACTOR and the COUNTY to third parties or to employees of CONTRACTOR except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. CONTRACTOR will have or has had employees who have access to Confidential Information of the COUNTY sign a nondisclosure agreement in content substantially similar to this AGREEMENT and will promptly notify the COUNTY in writing of the names of each such employee upon the Invitation of the COUNTY at any time. CONTRACTOR agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the COUNTY in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that CONTRACTOR utilizes to protect its own Confidential Information of a similar nature. CONTRACTOR agrees to notify the COUNTY promptly in writing of any misuse or misappropriation of Confidential Information of the COUNTY which may come to CONTRACTOR's attention.

26. HIPAA. If applicable, CONTRACTOR agrees to comply with HIPAA. CONTRACTOR assumes any and all responsibility for compliance with HIPAA relative to the processing, confidentiality, and security of medical and/or health information and related documentation/records in connection with CONTRACTOR's provision of services as set forth under the AGREEMENT. CONTRACTOR hereby agrees to indemnify, defend, reimburse, and hold harmless the COUNTY, its officers, agents, and employees for, or on account of, any violation of HIPAA attributable to its performance under the AGREEMENT which subjects the COUNTY to any non-compliance penalties, whether civil or otherwise.
27. CHOICE OF LAW. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, The laws of the Commonwealth of Pennsylvania, United States of America (including its statutes of limitations), without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.
28. CHOICE OF FORMUM. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the courts of the Commonwealth of Pennsylvania, County of Lancaster, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Pennsylvania, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
27. JURISDICTION. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the Federal Court for the Eastern District of Pennsylvania.

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

ATTEST:

**LANCASTER COUNTY
BOARD OF COMMISSIONERS**

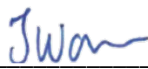
Lawrence M. George, Administrator/Chief Clerk

Ray D' Agostino, Chairman

Joshua G. Parson, Vice Chairman

Alice Yoder, Commissioner

VENDOR:
USALCO



Terry Waldo, Chief Commercial Officer

IFB #26-002 CHEMICAL- WATER, POOL, & SEWAGE TREATMENT

*****UNOFFICIAL Bid Results*****

POSTED: Thursday, January 15, 2026
OPENED: Wednesday, February 11, 2026 at 11:00 AM
TENTATIVE AWARD DATE: Wednesday, March 25, 2026
CONTRACT PERIOD: April 1, 2026 - March 31, 2027

The County of Lancaster considers no bids to be "official" until a Resolution is Bidders should therefore consider the bids posted below as "unofficial" and not

RECOMMENDED AWARD

LINE	DESCRIPTION	IFB 2026-2027	UNIT of	2026-2027 PRICES		
ITEM		QUANTITIES	MEASURE	Unit	Ext	Vendor
8B	Chlorine/Sodium Hypochlorite, liquid, 15% concentration, packaged 15 gal drum	1,635	GAL	\$ 7.2500	\$ 11,853.75	Brenntag
14	Ferric Chloride, liquid, 40% concentration, Bulk	12,000	GAL	\$ 3.0000	\$ 36,000.00	Brenntag
19	Hydrofluosilicic Acid, liquid, 23.8% concentration, bulk tank trucks, 20 tons per tank	200,000	LBS	\$ 0.4900	\$ 98,000.00	Brenntag
20	Hydrofluosilicic Acid, liquid, 23.8% conc, 150 lb drums	16,560	LBS	\$ 0.7700	\$ 12,751.20	Brenntag
28A	Soda, caustic, 50%, liquid 55 gallon drums	1,010	GAL	\$ 4.4500	\$ 4,494.50	Brenntag
30	Sodium Bisulfite, 38%, bulk	44,000	GAL	\$ 3.85	\$ 169,400.00	Brenntag
32	Sulfuric Acid, 93%, bulk	75,000	GAL	\$ 3.18	\$ 238,500.00	Brenntag
38	Hydrogen Peroxide 50%	0	GAL	\$ 2.8000	\$ 2.80	Brenntag
					\$ 571,002.25	Brenntag
7	Chlorine/Sodium Hypochlorite, liquid, 15% concentration, bulk, <= 4,000 gal/delivery	88,629	GAL	\$ 3.8700	\$ 342,994.23	Buckman's
					\$ 342,994.23	Buckman's
25	Quick Lime, pulverized, bulk	1,925,000	LBS	\$ 0.255795	\$ 492,405.38	Carmeuse
					\$ 492,405.38	Carmeuse
8C	Chlorine/Sodium Hypochlorite, liquid, 15% concentration, packaged 5 gal Carboy	0	GAL	\$ 7.2670	\$ 1,090.05	Coyne
9	Citric Acid, 50%, 275 gal totes	20,900	GAL	\$ 6.5631	\$ 137,168.79	Coyne
					\$ 138,258.84	Coyne
4	Bioxide	246,000	GAL	\$ 3.44	\$ 846,240.00	Evoqua
18	Ferrous Sulfate, liquid, bulk, tank truck	175,000	GAL	\$ 1.5800	\$ 276,500.00	Evoqua
34	EVOQUA VX 456 mixed Oxidant	4,000	GAL	\$ 15.2100	\$ 60,840.00	Evoqua
37	Bioxide, Plus 71	0	GAL	\$ 4.0500	\$ 4.05	Evoqua
					\$ 337,344.05	Evoqua
5A	Chlorine (liquefied gas) 1 ton cylinders	168,000	LBS	\$ 0.8875	\$ 149,100.00	Jones
					\$ 149,100.00	Jones
13	Diatomecious Earth (solid), #545, 50 lb bags	250	LBS		\$ -	NO BID

IFB #26-002 CHEMICAL- WATER, POOL, & SEWAGE TREATMENT

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RECOMMENDED AWARD

LINE	DESCRIPTION	IFB 2026-2027	UNIT of	2026-2027 PRICES		
ITEM		QUANTITIES	MEASURE	Unit	Ext	Vendor
16	Ferrous Chloride, liquid, 10% concentration, bulk, >= 4,000 gal/delivery	32,000	GAL		\$ -	NO BID
21	Liquid Oxygen, bulk, tank truck	0	GAL		\$ -	NO BID
22	Muriatic Acid (15 gallon carboys)	220	CARBOY		\$ -	NO BID
36A	Granular Chlorine HTH	300	LBS		\$ -	NO BID
36B	Chlorine, Autofeed Pool Grade Tablet (HTH)	0	LBS		\$ -	NO BID
40	Vita-D Chlor Slo- Tabs , 35lb Bucket	1,400	LBS		\$ -	NO BID
23	Orange Aid, degreaser, 5 gal pails	1,201	GAL	\$ 38.2000	\$ 45,878.20	NORWECO
39	Vita-D Chlor Tablets, 35lb Bucket	1,093	LBS	\$ 15.2920	\$ 16,714.16	NORWECO
					\$ 62,592.36	NORWECO
10	Cyclone, liquid solvent, 5 gal pails	500	GAL	\$ 3.6000	\$ 1,800.00	Paradigm
11	Defoamer, silicone base, 55 gal drums	1,400	GAL	\$ 8.0000	\$ 11,200.00	Paradigm
					\$ 13,000.00	Paradigm
26	Sea Quest, 50 lb pail	2,000	LBS	\$ 3.4400	\$ 6,880.00	Shannon
					\$ 6,880.00	Shannon
2	Aluminum Sulfate/Alum (liquid), 55 gal drum	1,485	GAL	\$ 3.6400	\$ 5,405.40	Univar
3	Aluminum Sulfate\Alum, powder (lbs) 50lb bags, delivery >= 4,000 lb	35,500	LBS	\$ 0.4870	\$ 5,844.00	Univar
5B	Chlorine (liquefied gas) 150 lb cylinders	10,236	LBS	\$ 2.2220	\$ 22,744.39	Univar
6	Chlorine/Sodium Hypochlorite, liquid, 15% concentration, bulk, >= 4,000 gal/delivery	371,000	GAL	\$ 1.5779	\$ 585,400.90	Univar
8A	Chlorine/Sodium Hypochlorite, liquid, 15% concentration, packaged 55 gal drum	4,895	GAL	\$ 3.2100	\$ 15,712.95	Univar
15	Ferric Chloride, liquid, 40% concentration, 600 lb poly drum	1	GAL	\$ 4.7900	\$ 4.79	Univar

IFB #26-002 CHEMICAL- WATER, POOL, & SEWAGE TREATMENT

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RECOMMENDED AWARD

LINE	DESCRIPTION	IFB 2026-2027	UNIT of	2026-2027 PRICES		
ITEM		QUANTITIES	MEASURE	Unit	Ext	Vendor
24	Potassium Permanganate, crystal solid free flowing crystal solid, 55 lb polyethylene container	55	LBS	\$ 4.4500	\$ 244.75	Univar
27	Soda, caustic, 25%, liquid, bulk	151,600	GAL	\$ 1.0030	\$ 152,054.80	Univar
28B	Soda, caustic, 50%, liquid 15 gallon containers	19	CWT	\$ 47.0000	\$ 893.00	Univar
29	Soda ash, solid, powder, light, 99% concentrate, 50 lb bags	57,300	LBS	\$ 0.4600	\$ 26,358.00	Univar
31	Sodium Bisulfite, 38%, packaged, 320 gal tote	5,300	GAL	\$ 3.5300	\$ 18,709.00	Univar
33	Sulfur Dioxide; 150 lb cylinder	4,300	LBS	\$ 1.5600	\$ 6,708.00	Univar
35	Calcium Hypochlorite, solid granular	500	LBS	\$ 3.1000	\$ 1,550.00	Univar
					\$ 841,629.98	Univar
1	Aluminum Sulfate/Alum (liquid), bulk	187,000	GAL	\$ 1.5462	\$ 289,139.40	USALCO
12A	Poly Aluminum Chloride (Water)	215,000	GAL	\$ 3.5874	\$ 771,291.00	USALCO
12B	Poly Aluminum Chloride (Waste Water)	166,000	GAL	\$ 3.0251	\$ 502,166.60	USALCO
17	Ferrous Chloride, liquid, industrial grade , bulk, >= 4,000 gal/delivery	25,000	GAL	\$ 1.5660	\$ 39,150.00	USALCO
					\$ 1,601,747.00	USALCO

<u>First Name</u>	<u>Last Name</u>	<u>Company</u>	<u>Address</u>	<u>Suite</u>	<u>City</u>	<u>State</u>	<u>Zipcode</u>	<u>Phone</u>
Kirsten	O'Donnell	Brenntag Northeast	81 W. Huller Lane		Reading	PA		
Karl	Levins	Buckmans, Inc.	105 Airport Road		Pottstown	PA		
Dana	Brooks	O-N Minerals (Chemstone) Company d.b.a. Carmeuse Lime & Stone	11 Stanwix St	21st Floor	Pittsburgh	PA		
David	Morano	Evoqua Water Technologies	2650 Tallevast Road		Sarasota	FL		
Carolyn M.	Basiura	George S. Coyne Chemical Co.	3015 State Road		Croydon	PA		
Stacy	Bellanca	JCI Jones Chemicals, Inc.	1765 Ringling Blvd.		Sarasota,	FL		
Maria	Rospert	NORWECO	220 Republic St		Norwalk	OH		
Robyne	Maier	Paradigm Labs	PO Box 138, 7 Roberts Rd.		Pine Grove	PA		
Daniel C.	Flynn	Shannon Chemical Corporation	PO Box 376		Malvern	PA		
Victoria	Meakim	Univar Solutions USA	68 Shelbourne Rd		Richboro	PA		
Terry	Waldo	USALCO	2601 Cannery Avenue		Baltimore	MD		

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

Agreement With:

If It's Water, Inc.
Downingtown, PA

Purpose:

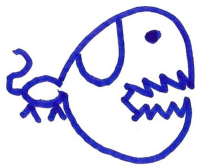
To provide the materials needed to replace the perimeter grating around the County swimming pool.

Amount/Term:

\$29,586.87

Funding:

Pool Capital Reserve General Fund Escrow.



If It's Water, Inc.

2090 Bondsville Road
Downingtown PA 19335

Quotation

Date	Quote #
3/13/2026	26763

Bill To

COUNTY OF LANCASTER
FACILITIES MANAGEMENT
150 N. QUEEN STREET, SUITE 612
LANCASTER, PA 17603

Ship To

LANCASTER CO PARK & REC
950 ESHELMAN MILL RD
LANCASTER, PA 17602

Project	Rep	Terms	Pricing Good Til	IIW is a registered Pennsylvania CoStar Vendor CoStar # 016-E23-302 NJ Business Licensed /Registered Contractor	
grating 2	RA	Net 30	4/12/2026		
Item	Description	Qty	Rate	Amount	
PARTS	12" DuraTech HDPE PolyGrate Grating, Parallel, White. Comes as (205) 39" sections.	666.25	41.526	27,666.70	
PARTS	12" DuraTech HDPE PolyGrate Pre-manufactured corner, White. Comes as (5) 90 degree corners and (2) 45 degree corners.	7	146.78571	1,027.50	
PARTS	DuraTech Pinch Clip Anchor Assembly	635	4.8825	3,100.39	
PARTS	37" x 45" DuraTech HDPE PolyGrate Grating Panel, White.	1	551.29	551.29	
PARTS	1" x 1" x 45" Stainless Steel Support Angle	2	41.99	83.98	
	SUBTOTAL FOR THIS GROUP			32,429.86	
COSTARS	COSTARS MEMBER DISCOUNT ON EQUIPMENT ONLY		-10.00%	-3,242.99	
SHIPPING	ESTIMATED SHIPPING, HANDLING, INSURANCE	1	400.00	400.00	
I, _____ [signature] hereby accept this quote with any changes noted on _____ [date]. Prices are guaranteed 30 days from date of quote. Prices quoted do not include freight and any applicable sales tax unless otherwise specified.			Subtotal	\$29,586.87	
			Sales Tax (6.0%)	\$0.00	
			Total	\$29,586.87	

Phone #	Fax #	Web Site
610-269-2062	610-269-2068	www.ifitwater.net