

LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA

WEDNESDAY, JUNE 17, 2026

7:00 p.m. – Columbia Borough

308 Locust Street, Columbia PA



1. Meeting Called to Order: This evening's meeting will be conducted by Commissioner Joshua G. Parsons.
2. Pledge of Allegiance
3. Minutes as Distributed: Approval of the June 3, 2026, Commissioners' Meeting Minutes and the June 10, 2026 Commissioners' Meeting Minutes.
4. Old Business:
5. New Business:
 - a. **Welcome and Thank You**
Board of Commissioners
 - b. **Columbia Borough Welcome and Opening Remarks**
 - c. **Letter of Commendation for Breezyview Incident**
 - d. **Proclamation for Columbia's 300th Anniversary**
John Reitzel, 300th Anniversary Committee
 - e. **Department of Public Safety –**
Brian Pasquale, Executive Director
Todd Kirkpatrick, Director, Public Safety Training Center

Memorandum of Agreement between Dauphin County and South Central Counter-Terrorism Task Force (SCTF)

Renewal Agreement with Lancaster County Career & Technology Center (CTC)
 - f. **Purchasing Department on behalf of the Prison – Fifth Amendment to Agreement with Securus Technologies, Inc.**
Linda Schreiner, Director, Purchasing Department

g. **Prison – Approval of the Design Development Value Engineering Options for the Lancaster County Correctional Facility (LCCF)**

Linda Schreiner, Director, Purchasing Department
Cheryl Steberger, Warden, Prison

h. **Behavioral Health and Developmental Services –**

Tania Maser, Executive Director

Memorandum of Understanding (MOU) with Lehigh-Berks-Lancaster Elber Abuse Multidisciplinary (MDT) Team

Renewal Agreements

i. **Information Technology – Renewal Agreement with CDW Government LLC**

Russ Hauser, Interim Chief Information Officer
Sue Stewart, PM & APP Support Manager

j. **General Services – Agreement with Witmer Restoration, LLC**

Carmen Simone, Deputy Director

k. **Commissioners' Office – Appointment of Chief Information Officer**

Lawrence George, County Administrator/Chief Clerk

6. Business from Guests

7. Adjourn



County Commissioners
Ray D'Agostino, Chairman
Joshua G. Parsons, Vice-Chairman
Alice Yoder, Commissioner

PROCLAMATION

300th Year Anniversary of Columbia Borough

June 17, 2026

WHEREAS, Columbia Borough, first known as Wright's Ferry, was settled in 1726 by John Wright, a missionary and entrepreneur who traveled from Chester County; and

WHEREAS, Columbia Borough celebrates its 300th anniversary this year, recognizing its impact on history in the County, Commonwealth and Nation; and

WHEREAS, Columbia Borough was once considered to be a location for the United States Capital before Washington D.C. was ultimately selected; and

WHEREAS, for centuries Columbia Borough has been an important center of trade, commerce and logistics with its access to railroads, waterways and roadways providing the transport of agricultural and manufactured goods to and from the County; and

WHEREAS, Columbia Borough also played an integral role in the fight for freedom and against slavery. Serving as an important stopping place along the Underground Railroad, those who were able to escape and found themselves in Columbia were provided food and supplies before continuing on their journey north; and

WHEREAS, today, Columbia Borough represents one of Lancaster County's many great towns and often a location visitors to and residents of the County seek to explore by taking advantage of its trails, its access to the river, its shops and more.

NOW, THEREFORE, WE, THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA, do hereby commemorate the 300th Anniversary of Columbia Borough recognizing three centuries of history, heritage, and people that make Lancaster County unique. We call on all citizens to mark the anniversary of the Borough with gratitude for its successful past, a hope for continued success.

Sincerely,

Ray D'Agostino, Chairman

Joshua G. Parsons, Vice Chairman

Alice Yoder, Commissioner

Board of Commissioners of
Lancaster County, Pennsylvania

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:

Memorandum of Agreement
Addendum #6 Between:

Dauphin County
Harrisburg, PA
and
South Central Counter-Terrorism Task Force (SCTF)

Purpose:

To continue with Dauphin County acting as the fiduciary agent of the Homeland Security Grant Program (HSGP). This addendum approves and establishes the percentage given to the fiduciary agent as compensation to offset the management and administrative costs incurred.

The SCTF Executive Committee will provide Dauphin County with \$60,360.00 from the 2023 grant and \$54,388.00 from the 2024 grant.

Funding:

No impact on budget. Homeland Security Grant Program funds are received directly by the SCTF.

Note:

Approval is given to Brian P. Pasquale, Executive Director, to sign the MOA.

MEMORANDUM OF AGREEMENT

ADDENDUM #6

WHEREAS, the County of Dauphin has heretofore entered into an agreement with South Central Pennsylvania Counter-Terrorism Task Force (SCTF) on June 7, 2004, as the Fiduciary Agent. The Agreement was executed and signed by the Dauphin County Board of Commissioners at their meeting of August 11, 2004, and subsequently replaced by an amended agreement executed and signed by the Dauphin County Board of Commissioners at their meeting on July 12, 2023.

This Memorandum of Agreement between Dauphin County, and the South Central Pennsylvania Counter-Terrorism Task Force (SCTF), on this ____ day of _____, 2026, is an addendum to said agreement dated July 12, 2023, approving and establishing the percentage given to the Fiduciary Agent as compensation to offset management and administrative costs incurred by the County as the Fiduciary Agent of the Homeland Security Grant Program (HSGP)

In the role of Fiduciary Agent, Dauphin County shall receive management and administrative fees based upon the percentages allowable under the respective grant agreements. The approval for payment of such fees shall be provided by the South-Central Pennsylvania Counter-Terrorism Task Force (SCTF) Executive Committee:

- 2023 Grant - \$60,360.00
- 2024 Grant - \$54,338.00

In the role of Fiduciary Agent, Dauphin County is required to perform the following:

1. Establish interest-bearing accounts for the funds received and managed by the South-Central Pennsylvania Counter-Terrorism Task Force (SCTF). Said accounts are to be implemented within the system of accounts currently maintained by the Finance Officer and the County Controller's Office. Further, all interest in excess of \$100 per quarter earned on HSGP Funds will be paid to the Pennsylvania Emergency Management Agency (PEMA) by the Fiduciary Agent on a quarterly basis.
2. Prepare checks for the payment of bills, invoices, and all contractual agreements in accordance with the direction of the Executive Committee of the South-Central Pennsylvania Counter-Terrorism Task Force (SCTF). Such direction or request for making of payments directed to the Fiduciary Agent are to be from the Task Force Chairperson and/or SCTF Executive Committee. All such requests for payment (i.e., check authorization letter) must be countersigned by either: (a) the SCTF Chairperson and the Financial Officer, or (b) members of the SCTF Executive Committee to be considered valid. A list of authorized signatories will be provided by the South-Central Pennsylvania Counter-Terrorism Task Force (SCTF) to the Fiduciary Agent.
3. Prepare all submissions as required by PEMA under the grant agreements.
4. Reconcile any differences, as required.
5. Respond to any inquiries made by PEMA, SCTF, or members of the SCTF Executive Committee.
6. Provide the SCTF Executive Committee, as well as PEMA, with a report of expenditures made in connection with the reconciliation of accounts, as in the current practice of the Dauphin County Controller's Office.

SIGNATURE PAGE

Adams County DES, Warren Bladen *Date*

Cumberland County DPS, Robert Shively *Date*

Dauphin County DPS, Christopher Fisher *Date*

Franklin County DES, Mary K. Seville *Date*

Lancaster County EMA, Brian Pasquale *Date*

Lebanon County EMA, Gary Verna *Date*

Perry County EMA, Richard Fultz *Date*

Schuylkill County EMA, John Blickley *Date*

York County EMA, Chris Weidenhammer *Date*

DAUPHIN COUNTY BOARD OF COMMISSIONERS:

Justin Douglas, Chair *Date*

Mike Pries, Vice-Chair *Date*

George P. Hartwick III, Secretary *Date*

WITNESS:

Eric Hagerty, Chief Clerk / Chief of Staff *Date*

This agreement has been DULY ADOPTED AND RESOLVED, by the Sount Central Pennsylvania Counter-Terrorism Task Force and the County of Dauphin Board of Commissioners on the _____ day of _____, 2026

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

Renewal Agreement With:

Lancaster County Career & Technology Center
Willow Street, PA

Purpose:

To allow Career & Technology students and staff to utilize space and equipment at the Public Safety Training Center for educational and training purposes.

Amount/Term:

\$50,100.00 for the period July 1, 2026 through June 30, 2027. On July 1 of each subsequent year of the contract, there will be an annual increase of 3.5%.

6/17/26

**FACILITY AND EQUIPMENT AGREEMENT
BETWEEN COUNTY OF LANCASTER AND
LANCASTER COUNTY CAREER & TECHNOLOGY CENTER**

This AGREEMENT, made and entered into this 27th day of May, 2026, by and between Lancaster County Career and Technology Center, 1730 Hans Herr Drive, P.O. Box 527, Willow Street PA 17584, (hereinafter, the "CTC") and the County of Lancaster, 150 North Queen Street, Lancaster, PA 17603, (hereinafter, the "County").

WHEREAS, the County owns and operates the Public Safety Training Center (hereinafter, the "Center") located at 101 Champ Boulevard, Manheim, Pennsylvania; and

WHEREAS, the CTC wishes to enter an agreement with the County to allow CTC students and staff to utilize space and equipment at the Center for educational and training purposes (hereinafter, the "usage").

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES:

- a. The County agrees to provide the CTC with space and equipment at the Center as set forth in Exhibits "A" and "B" which are attached hereto and incorporated herein by reference as if fully set forth at length.
- b. CTC class sizes shall not exceed Seventy (70) students per semester unless otherwise agreed to by the Parties in writing.
- c. The County reserves the right to deny a student's access to County property, including access to the Public Safety Training Center for any reason, including but not limited to unprofessional conduct or failure to comply with County policies and procedures.

2. TERM: The Agreement period shall be from the 1st day of July 2026 to the 30th day of June 2028. The Parties have the option to extend the Agreement for two one-year terms. Option years will automatically renew unless either Party exercises their right to terminate the Agreement as defined in Section 10 of this Agreement.

3. COMPENSATION AND METHOD OF PAYMENT:

a. In consideration for the usage contemplated in this Agreement, the CTC agrees to pay the County Fifty Thousand, One Hundred Dollars (\$50,100.00) for the first twelve month period beginning on July 1, 2026 and ending on June 30, 2027. Beginning on July 1, 2027 and then on July 1st of each subsequent year of the contract, there shall be an annual increase of

3.5%.

b. The County will invoice the CTC on an annual basis each May for the twelve month period beginning two months later, and the CTC shall make payment within thirty (30) days following its receipt of the invoice. If an invoice remains unpaid for a period in excess of sixty (60) days, the County shall have the right to pursue all appropriate remedies, including termination of this Agreement.

c. The County, in conjunction with the CTC, shall track and invoice on an annual basis the Lancaster County Firemen's Association (hereinafter, the "LCFA") for consumables utilized by the CTC as set forth in Exhibit B. The CTC agrees to pay all charges for consumables used that are not paid by the LCFA.

d. The CTC acknowledges that the County will not provide or pay for junk vehicles for vehicle rescue training needs, and that the CTC agrees that it is solely responsible for procuring and coordinating payment for any such vehicles, unless otherwise agreed to in writing by the parties or in conjunction with reimbursement from entities other than the County.

4. OWNERSHIP, USE AND RESPONSIBILITY FOR PROPERTY AND EQUIPMENT: The parties agree that the ownership, use and responsibility for County-owned equipment and property shall be as set forth in Exhibit B. CTC further agrees to allow the County to use the CTC-owned equipment and property set forth in Exhibit B for the duration of this Agreement.

5. AMENDMENT: Changes to this Agreement, including extension of the term of the Agreement and increases to compensation, may be made only as mutually agreed by the CTC and the County and confirmed in writing prior to said change.

6. ASSIGNMENT: This Agreement or any part thereof may not be assigned by any party without written consent of all parties.

7. INDEMNIFICATION: The CTC, its heirs, successors and assigns shall indemnify the County, its Commissioners, officers, employees, representatives, and agents and hold harmless of 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 the CTC's usage of space and equipment at the Center, including but not limited to the CTC's negligence for 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 the Agreement. The CTC acknowledges that the County is not responsible for any loss, liability, claims, damages, or expenses, including any attorney fees or costs, resulting from, or arising out of, any negligent act or omission, or any violation of law on the part of third persons causing damage to the CTC or its employees, representatives, students or guests in connection with this Agreement, and the CTC shall hold the County harmless and indemnify the County in connection therewith.

8. LIABILITY AND OTHER INSURANCE: CTC, at the CTC's sole cost and expense, shall maintain: (1) commercial general liability insurance and automobile liability 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 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 the CTC. 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 with an AM Best Rating of A- or higher (or similar Insurance Company Rating Organization) and shall be maintained continuously in full force and effect.

Minimum Liability Insurance requirements:

Worker's Compensation	Statutory
General Liability:	
General Aggregate	\$2,000,000
Products-Comp/Ops Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Medical Expense (any one person)	\$5,000
Employer's Liability:	
Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$100,000 Each Employee
Bodily Injury by Disease	\$500,000 Policy Limit
Automobile Liability	\$1,000,000 Combined Single Limit
Umbrella Liability	\$1,000,000
Professional Liability	\$1,000,000

9. GENERAL REQUIREMENTS FOR INSURANCE: Except as otherwise approved by County in writing, the following provisions shall apply to each and every policy of insurance which CTC is required hereunder to carry:

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.

The CTC 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 execution hereof, and (ii) at any other time upon the County's request;

At least thirty (30) days prior to the expiration of each policy, the CTC 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 sixty (60) days' notice of such action shall be sent via certified mail to the County;

The CTC shall not permit any condition to exist and shall not commit any act or omission, which would wholly or partially invalidate any insurance.

“County of Lancaster” shall be endorsed as an additional insured on all policies, except workers’ compensation and professional liability.

10. TERMINATION OF AGREEMENT: Either Party shall have the right to terminate this Agreement for any reason with twelve (12) months advance written notice to the other Party. The County shall also have the right to terminate this Agreement in the event that the CTC breaches any of the terms or conditions of this Agreement; provided, however, that the County shall provide the CTC with thirty (30) days’ written notice of the CTC’s alleged breach of this Agreement; and provided, further, that the CTC shall be entitled in those thirty (30) days to correct any alleged breach of this Agreement.

11. EQUAL EMPLOYMENT OPPORTUNITY: The CTC shall not discriminate against any of its employees in connection with this work or against any applicant for such employment due to race, color, religion, sex, age, handicap, or national origin.

12. LAWS: The CTC shall comply with all federal, state, and local laws during the usage contemplated by this Agreement.

13. 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.

14. ENTIRE AGREEMENT: This Agreement represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers.

IN WITNESS WHEREOF, the County and the CTC have executed the Agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

COUNTY OF LANCASTER BOARD OF
COMMISSIONERS

CHIEF CLERK

RAY D’AGOSTINO, CHAIRMAN DATE

JOSHUA G. PARSONS, VICE CHAIRMAN DATE

ALICE YODER, COMMISSIONER DATE

ATTEST:

LANCASTER COUNTY CAREER AND

TECHNOLOGY CENTER

Amy C Reus



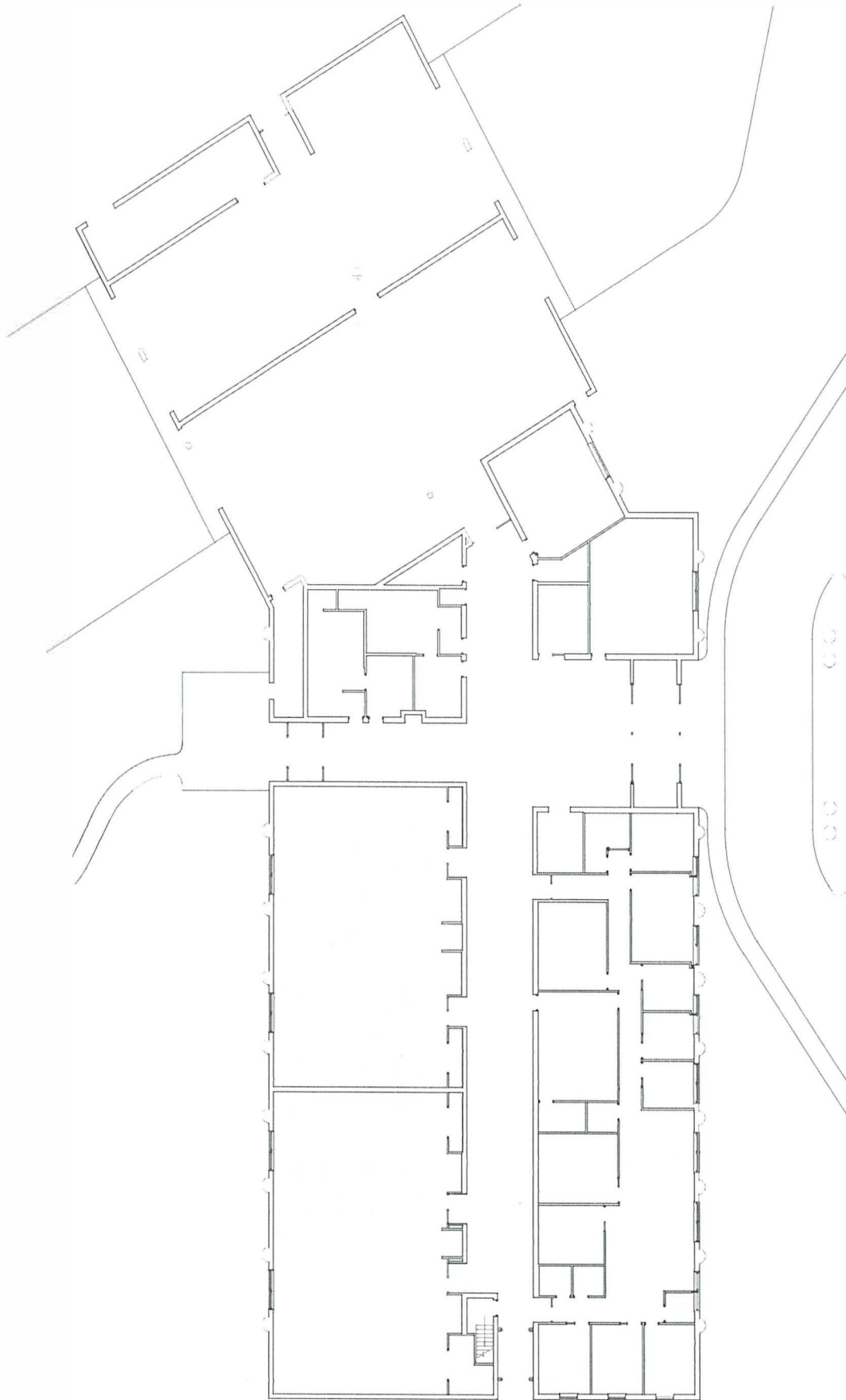
Jeremy Wilber CFO

5/29/26

NAME / TITLE

DATE

EXHIBIT A



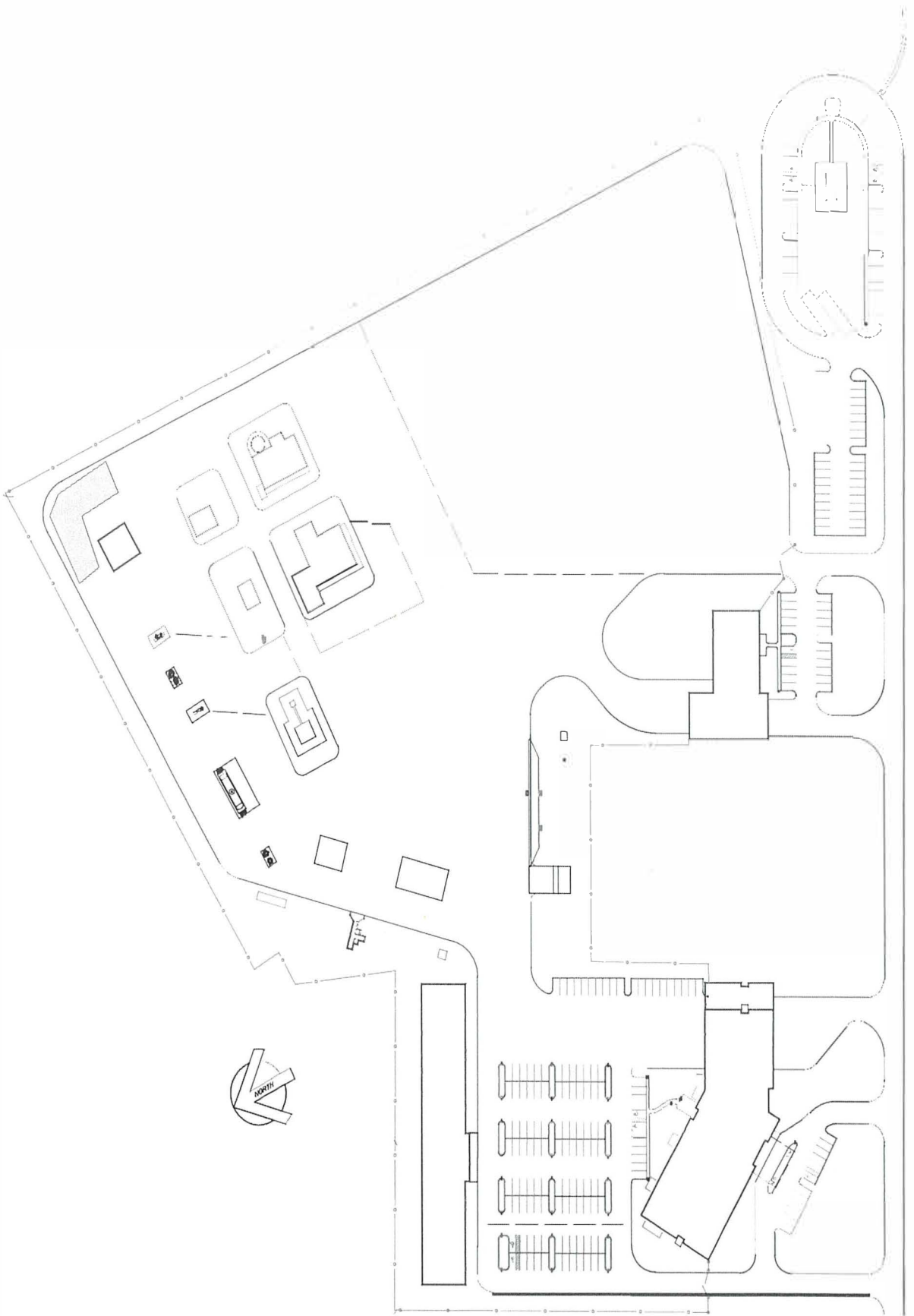


EXHIBIT B

Invoiced Consumables:

1. Fire extinguishers
2. Liquid Smoke fuel for burn building and smoke maze
3. Wood for forcible entry props
4. Metal sheeting for forcible entry or roof props
5. Pad locks for forcible entry props
6. Wood for ventilation props
7. Propane for exterior fire training props
8. Natural gas for burn building
9. Training foam
10. Burn technicians for fire training
11. Any other items approved by the LCFA for the fire department consumable training list

County-Provided Facility Space, Training Areas/Props and Equipment:

1. Two – 50 seat rooms 180 days per year, or one large room (training bay) with A/V systems and equipment.
2. Office space for 3 CTC instructors (365 days per year), approximately 300 sq ft.
3. One storage closet (365 days per year).
4. Use of conference rooms and small classroom for meetings, small group student testing and learning support as available and approved by the Center Director or designee.
5. Outdoor storage/parking space for:
 - a. 1 storage container
 - b. 1 shed
 - c. 2 trailers
6. Parking for students who drive personal cars to class as depicted in Exhibit A.
7. Parking space for an LCCTC owned ambulance.
8. Use of copier, fax, scanner, and paper shredder.
9. Wi-Fi within the facility.
10. Two fire engines.
11. One rescue truck and vehicle rescue equipment (or other fixed or mobile device to store such equipment).
12. Full complement of fire and rescue tools, saws, ladders, hose, nozzles/appliances.
13. Air compressor/air trailer fill station.
14. LCPSTC will maintain SCBA for County use and LCCTC is permitted to utilize them if there are no conflicting requests for the use of that limited resource.
15. Roof/ventilation props.
16. Forcible entry props.
17. Burn building, drill tower, pavilion, rescue pad, smoke maze, EVOC driving pad, drafting pit, fire hydrants, control tower, confined space simulator, trench rescue simulator.
18. Outdoor fire props: car, propane tank, split flange, Christmas tree, electrical transformer, dumpster, flammable liquids pit.
19. Technical rope rescue and confined space equipment and trailer.
20. Hazardous materials training equipment, supplies, PPE, and trailer.

Requirements and Exceptions:

1. Usage of above equipment and training areas is contingent on availability, to be scheduled, coordinated scheduling, and approved by the Center Director or designee.
2. CTC instructional staff shall maintain accountability and supervise CTC students to monitor their safety, conduct and behavior while on-site at the Center.
3. CTC shall return all training areas, props, and equipment to prop storage, and shall perform proper cleaning, service to insure an ongoing state of readiness. Any damaged, broken, or unserviceable items shall be immediately reported to Center staff.
4. CTC will purchase/acquire their own vehicles for rescue training.
5. CTC shall perform daily general cleaning, trash removal of classrooms and training areas. County IT equipment shall be used by CTC instructional staff only for official business and instructor needs.

CTC-Owned Items Available for County Use

1. Propane Kidde fire extinguisher prop (the Center will pay the service and repairs on this due to our usage of the prop).
2. Bullex laser fire extinguisher training prop.
3. Plastic cribbing for rescue training.
4. 3 door refrigerator.
5. Folding chairs and tables.
6. Ambulance.

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

Fifth Amendment With:

Securus Technologies, Inc.
Dallas, TX

Purpose:

To adjust the calling rates for the current inmate telephone services contract because of a recent FCC 25-75 ruling effective April 1, 2026.

Amount:

All calling rates will be adjusted from the current flat rate of \$0.15/ minute to \$0.12/minute. This rate is based on a medium jail size (500-999 inmates). The \$0.12 minute rate includes \$0.02/minute to be provided to the facility for safety and security needs.

Term:

Extend the current contract period for an additional twelve months through September 27, 2027 with three one-year options to extend.

6/17/26

**FIFTH AMENDMENT TO THE
AGREEMENT FOR INMATE TELEPHONE SYSTEM
COUNTY OF LANCASTER, PA
A003942**

This **FIFTH AMENDMENT** ("Fifth Amendment") is effective as of the last date signed by either party ("Fifth Amendment Effective Date") and amends and supplements the Agreement for Inmate Telephone System by and between Securus Technologies, LLC ("we," "us," or "Provider") and County of Lancaster, PA ("you" or "Customer") dated December 10, 2014, as subsequently amended (collectively, the "Agreement"). All capitalized terms contained but not defined herein are defined in the Agreement.

WHEREAS In 2024, the Federal Communications Commission published the *Incarcerated People's Communication Services; Implementation of the Martha Wright-Reed Act: Rates for Interstate Inmate Calling Services*, WC Docket Nos. 23-62 & 12-375, FCC 24-75 (rel. July 22, 2024) (the "2024 FCC Order") which, among other things, lowered the rates for voice and video calls and prevented providers from paying cash or in-kind commissions out of revenue regulated by the FCC.

WHEREAS On June 30, 2025, the FCC published an order (the "Waiver Order") extending the compliance dates of the following requirements of the 2024 FCC Order to April 1, 2027: new caps on voice and video calls, the prohibition against cash or in-kind commissions, and the requirement that providers offer video calls on a per-minute basis.

WHEREAS On December 5, 2025, the FCC published an order in the Federal Register (the "Interim Order") which, among other things, adjusted the 2024 FCC Order rate caps to include the costs of investigative products and safety and security services as adjusted for inflation, and allowed a per-minute additive to the call rate to account for costs customers incur in allowing access to IPCS.

WHEREAS The parties now agree to further amend the Agreement in light of the Interim Order, which Provider will implement on April 1, 2026 ("the Interim Order Implementation Effective Date").

NOW, THEREFORE, as of the Fifth Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Fourth Amendment Correction. The parties agree that the Fourth Amendment amended the Agreement under the incorrect title Master Services Agreement.
2. Term. This Fifth Amendment shall commence on the Fifth Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, Customer and Provider agree to (a) exercise option to renew the Agreement for the first of 2 additional 1-year terms, as provided by section 1 of the Fourth Amendment, (b) addition of 2 additional 1-year terms, bringing the total to 3 additional 1-year terms. The Agreement end date is now September 27, 2027. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of the Agreement.
3. Voice Call Rate. As of the Interim Order Implementation Effective Date, Provider will charge \$0.12 per minute voice call-rate to the end user, plus applicable taxes, tariffs, fees, and surcharges, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.
4. Cost Recovery. As of the Interim Order Implementation Effective Date, any reference to commission or commission in kind (e.g., technology grants, signing bonuses, minimum annual guarantees, etc.) being paid by Provider to Customer for voice call services in the Agreement is deleted and Provider will pay Customer \$0.02 per minute the voice call rate indicated above as recovery of costs incurred by Customer for allowing access to audio services.
5. Recordings Storage. Notwithstanding any previous terms in the Agreement, Provider will provide storage for voice recordings as follows:

- a. Voice Recordings. Provider will store voice recordings for a period of 84 months from end of contract period (the "Voice Storage Period").
 - b. Customer Responsibility to Preserve Recordings. Customer is solely responsible for preserving any voice recordings beyond the Voice Storage Period by downloading them to a separate storage medium, and Provider shall not have any responsibility or have any liability whatsoever for Customer's failure to download and store the voice recordings so that they are available beyond the Voice Storage Period.
6. Account Activator. Account Activator, which replaced AdvanceConnect Single Call, allows the incarcerated end user to call a third-party number that does not have an AdvanceConnect account or who does not have sufficient balance in his or her account to complete a call at no cost for a brief conversation. Account Activator then allows the third-party to set up an AdvanceConnect account or to add funds to a low or no balance account to place future calls by connecting the third-party to Provider's Interactive Voice Response (IVR) and either set up a billing method or add funds, respectively. After the initial brief no cost call, the incarcerated end user is requested to call later while an account is set up for the third-party. Provider will set parameters to offer third party no cost calls.
7. Compensation For Non-Regulated Applications. On or about the Effective Date, and then annually thereafter during the Initial Term of the Agreement, Provider will pay Customer the amount of \$325,000.00 for the provision of Non-Regulated Applications. This amount will be exclusively sourced from revenue to non-regulated services. If the Agreement is terminated for any reason before the end of the Initial Term, Customer will refund the Annual Payment paid prorated within 30 days of termination or, at Provider's election, Provider may deduct the refund from any amounts otherwise owed to Customer.
8. Non-Regulated Applications Update. As of the Interim Order Implementation Effective Date, the following Applications' terms and conditions are replaced with the following sections:

TABLETS

Provider will offer personal rental tablets with premium content to the incarcerated end users. Provider will also provide orange cases for the tablets deployed at Customer facility. The parties will work together in good faith on a mutually agreeable implementation timeline.

Basic Content. Provider will deploy its voice call, video call, forms (grievance), handbook (.PDF), third party vendor commissary, website education (URL), videos (.MP4), self-op commissary ordering, emergency visitation, job search, messaging, and law library applications with the incarcerated end user's personal rental tablets.

Premium Content. Premium content may include, but is not limited to, songs, games, movies, and television episodes. Customer understands and acknowledges that premium content is subject to availability and may change at Provider's discretion. Premium content also may be subject to third-party licensing agreements with content providers. If Customer provides content for Provider to display on the tablets, Customer represents and warrants that it has obtained all necessary licensing and rights to display such content. Provider is not responsible and hereby disclaims any liability for any and all content of third-party applications and any documents, videos, or forms published by Customer or from outside sources.

Tablet Cost and Compensation. Provider will offer to the incarcerated end user personal rental tablets with a tablet content fee of \$7.50 per tablet per month plus applicable taxes, tariffs, fees, and surcharges. Provider will pay Customer 35% commission on the revenue earned through the rental of tablets and the purchase of content on those tablets; such commission is net of licensing and network costs and excludes applicable taxes, tariffs, fees, and surcharges. Provider will remit the payment for a calendar month to Customer on or before the 30th day after end of the calendar month ("Payment Date"). All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date. The rental fee and content fees can be paid by using either Securus Debit or a tablet user account.

Earbuds. Customer may purchase tablet earbuds at \$5.66 per set, which may be invoiced or deducted from compensation otherwise owed to Customer under the Agreement. Customer is responsible for any applicable taxes and third-party expenses associated with the earbud purchase. Each earbud order must be for at least 25 units and be made in 25 unit increments. Provider may, at its option, decline to fulfill any order that does not conform to these requirements. Alternatively, if requested by Customer, Provider will work with Customer's commissary provider to

facilitate the sale of earbuds. Customer will not permit the resale of the earbuds for more than \$19.99 per set unless approved by Provider.

TABLETS TERMS AND CONDITIONS:

Customer Warranty. Customer represents and warrants that it will not provide tablets to incarcerated end users whom Customer knows, or has reason to know, pose a threat to other incarcerated end users or facility personnel, or who may use a tablet in a dangerous or unauthorized manner.

Tablet Warranty and Inventory Addendum. The Tablet Warranty and Inventory Addendum attached to this Fifth Amendment is incorporated into the terms and conditions of the Agreement by this reference.

Nature of Premium Content Service. Customer understands and acknowledges that premium content is rented and available only for the duration of an incarcerated end user's incarceration at the facility and will not be made available upon the incarcerated end user's release. Content is subject to availability and subject to change.

Use of Investigator Pro and Earbuds. Customer further understands and acknowledges that, in instances where incarcerated end user telephone calls originate from Tablets, Investigator Pro™ has only been tested with Provider's certified earbuds. If Customer elects to sell alternative earbuds, Customer may forgo the effectiveness of Investigator Pro's™ voice identification technology on Tablet calls. Moreover, Customer will refrain from the sale or distribution of earbuds with a microphone other than Provider's certified earbuds.

Disclaimer of Warranties. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TABLETS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TABLETS. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER OR END USER FROM RECEIPT OR USE OF THE TABLETS OR THE UNAVAILABILITY THEREOF.

Limitation of Liability. PROVIDER WILL HAVE NO LIABILITY TO CUSTOMER (OR TO ANY PERSON TO WHOM CUSTOMER MAY HAVE PROVIDED THE TABLETS) FOR ANY LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH THE TABLETS OR CUSTOMER'S OR THE INCARCERATED END USER'S USE THEREOF. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON PROVIDER, CUSTOMER AGREES THAT PROVIDER'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF PROVIDER IN CONNECTION WITH THE TABLETS, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, WILL NEVER EXCEED \$10,000. CUSTOMER COVENANTS AND PROMISES THAT IT WILL NOT SEEK TO RECOVER FROM PROVIDER AN AMOUNT GREATER THAN SUCH SUM EVEN IF CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO CUSTOMER'S OR INCARCERATED END USER'S MISUSE OF THE TABLETS.

EMESSAGING

Securus' eMessaging Application ("eMessaging") allows for two-way electronic communication between friends and family and an incarcerated end user. Users purchase eMessaging "stamps," which are used to fund the transmission of an electronic message according to the following chart:

<u>Type of Message (When Available)</u>	<u>Number of Stamps</u>	<u>Notes</u>
Text Message	1 stamp per message	
Photo Attachments	1 stamp per photo	Limit of 5 photos per eMessage; 3 MB / photo limit
eCard Attachments	1 stamp per eCard	Limit of 5 eCards per eMessage
Snap and Send	1 stamp per message	Single photo with no text
VideoGram	3 stamps per VideoGram	

Prepaid Reply	1 stamp per reply	Only 1 reply per message allowed
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Different types of attachments can also be combined in a single transmission.

The facility can access a web-based portal that enables message review, and can approve and reject a message or attachment based on the facility's policies and criteria. Friends and family must send and receive messages using either the Securus mobile app or their inbox at www.securustech.net and must have a free Securus Online account to access. Approved messages and attachments are accessible through certain of Provider's technologies as agreed by Customer and Provider.

With Customer's agreement, Provider may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein. Customer understands and acknowledges that eMessaging is a requirement for Tablet deployment.

Customer is solely responsible for reviewing and approving each message, including (if applicable and permitted by Customer) any attachments. Provider will use machine translation to translate eMessages written in Spanish into English for the sole purpose of Customer review. Customer acknowledges that machine translation is not 100% accurate and that such machine-translated messages may contain grammatical and other errors. Provider makes no representations or warranties regarding the accuracy or reliability of such machine translation.

Provider will provide eMessaging at no cost to Customer. Friends and family members can purchase a book of stamps specific to a facility in the following quantities:

<u>Number of Stamps in Book</u>	<u>Stamp Book Price (Plus transaction fees and all applicable taxes)</u>
5	\$2.50
10	\$5.00
20	\$10.00
50	\$25.00

Where available, using funds in a Securus Debit account, incarcerated end users can purchase a book of stamps in the following quantities:

<u>Number of Stamps in Book</u>	<u>Stamp Book Price (Plus transaction fees and all applicable taxes)</u>
1	\$0.50
2	\$1.00
5	\$2.50
10	\$5.00

Stamp Book Prices hereunder may be adjusted at any time upon 30 days' prior written notice to Customer.

eMessaging Compensation. Provider will pay Customer a commission of 35% on each redeemed stamp based on the Stamp Book Price (excluding any applicable taxes, tariffs, fees, and surcharges), which may differ from facility to facility. A stamp is considered "redeemed" when it is used to send messages. Provider will remit the payment for a calendar month to Customer on the Payment Date. All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

SECURUS TEXT CONNECT

DESCRIPTION: Securus' Text Connect Application ("STC") allows for two-way electronic communication (up to a maximum of 160 characters per message) between friends and family and an incarcerated end user, similar to mobile phone text functionality. Friends and family send and receive messages using the Securus mobile app and must have a free Securus Online account to access. Incarcerated end users access the STC functionality through Provider's tablets. Provider will

provide STC at no cost to Customer. STC includes an integrated agency interface as part of NextGen SCP that Customer can utilize to monitor communications and otherwise administer the STC product. STC messages will be accessible to the incarcerated end user and their friends and family for a period of 60 days, but available to Customer for up to 60 months; Customer is solely responsible for preserving any messages beyond that storage period by downloading them to a separate storage medium.

STC Cost and Compensation: Provider will provide Text Connect at no cost to Customer. Friends and family members can purchase agency-specific text packages as follows:

Package Pricing						Package Usage			
Connects 1 Text = 10 Connects 1 eCard = 20 Connects	Base Package Price	Agency % of Base	Agency Charge Paid To Customer	Transaction Fee	Total Package Price (before tax)	Base Price Per Text	Total Price Per Text (before tax)	Base Price Per eCard	Total Price Per eCard (before tax)
500	\$5.00	35%	\$1.75	\$3.75	\$10.50	\$0.10	\$0.21	\$0.20	\$0.42
1000	\$9.50	35%	\$3.33	\$3.75	\$16.58	\$0.10	\$0.17	\$0.19	\$0.33
2000	\$18.00	35%	\$6.30	\$3.75	\$28.05	\$0.09	\$0.14	\$0.18	\$0.28
4000	\$32.00	35%	\$11.20	\$3.75	\$46.95	\$0.08	\$0.12	\$0.16	\$0.23

At Provider's sole option, the pricing described herein may also be adjusted upon 30 days' prior written notice to Customer. Provider will remit the payment for a calendar month to Customer on the Payment Date. All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

INVESTIGATOR PRO

Investigator Pro uses continuous voice identification technology to identify the incarcerated end user(s) speaking on a call, detect certain three-way call violations, and help investigators find correlations among calls. Incarcerated end users must participate in a supervised voice model enrollment process. This voice model enrollment process is the responsibility of Customer. Customer's use of Investigator Pro is governed by the JLG Technologies, LLC End User Software License Agreement located at <https://securustechnologies.tech/ipro-terms-and-conditions/>, incorporated herein by reference.

This Application will be provided at no cost to the Customer.

SECURUS DIGITAL MAIL CENTER

Digital Mail Center service and software allows authorized Provider staff or authorized Customer staff to scan certain physical mail and electronically deliver it to incarcerated end users. Through Digital Mail Center, authorized staff can (1) view, approve, reject, and manage scanned mail; (2) set alerts when specific recipients receive mail; and (3) review audit logs of activity associated with the Digital Mail Center for increased administrative oversight.

Provider Processed and Delivered – Provider will conduct the initial processing of physical mail and its conversion into electronic form, typically within 48 hours of receipt. After processing and, if desired, Customer approval, Provider will distribute the electronic version of the mail as agreed by Customer and Provider. Provider will not scan any items that are not reasonably susceptible to scanning (such as boxes, books, stapled papers, publications, money orders, or other such materials which do not consist of printed correspondence on a two-dimensional page). Customer will inform recipients and friends and family about this restriction and the general process of the Digital Mail Service. If Provider receives such items, they will be returned to their sender. If Provider receives mail addressed to a recipient no longer at Customer's facility, such mail will be returned to its sender. At Customer's option and expense, physical mail may either be destroyed after 30 or 60 days or forwarded to Customer. If Customer elects to withhold mail from delivery to a recipient or directs Provider to destroy mail per this Schedule, the Customer is solely responsible for notifying the recipient and the sender of such actions as may be legally required.

Neither Provider nor Customer will process any mail through Digital Mail Center that originates from an attorney's office or is otherwise legally private or privileged. If Provider receives mail originating from an attorney's office or other private/privileged establishments, Provider will return it to its sender.

All electronic information associated with the mail, including sender name, time, date, and address along with the scanned images will be stored for the Term of the Agreement.

This Application will be provided at no cost to the Customer.

9. Additional Applications. As of the Fifth Amendment Effective Date, the following Applications are added to the Agreement:

ICER

The ICER system provides authorized users the means to detect intra- and inter-facility communications between incarcerated end users from multiple sources to generate targeted investigative leads.

This Application will be provided at no cost to the Customer.

WORD ALERT

Securus Word Alert is a safety, security, and investigative feature of the NextGen Secure Communications Platform which uses speech-to-text technology to transcribe the audio in calls and, if applicable, Video calls to text and allows investigators to search text transcripts for specified words and phrases. Word Alert may also be used in association with Securus Text Connect if deployed. It also enables investigators to request English translations of transcripts that are in some other languages. Customer's use of Word Alert is governed by and conditioned upon the terms set forth herein.

This Application will be provided at no cost to the Customer.

INVESTIGATIVE PRODUCTS AND FEATURES TERMS OF USE

- a. Applicability. These terms of use specifically apply, if deployed pursuant to the Agreement, to THREADS, Investigator Pro, ICER, Word Alert, Guarded Exchange Services, National Cellular Forensics Services, Securus Digital Mail Center, and the investigative features of any other Provider product (collectively, the "Selected Applications").
- b. Customer Warranty. Customer will comply with all privacy, consumer protection, constitutional, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Selected Applications. Customer acknowledges and understands that Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the Selected Applications or the information obtained in connection therewith. Provider will have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Selected Applications. To the fullest extent allowed by law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out Customer's non-compliance with applicable laws.
- c. Conditional Use of Selected Applications. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of the Selected Applications. Moreover, if Provider determines in its sole discretion that the Selected Applications and/or Customer's use thereof (1) violates the terms and conditions set forth herein; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Selected Applications and shall have no further liability or responsibility to Customer with respect thereto.
- d. Accuracy of Transcription, Translation, and Analytical Services. For Selected Applications which provide transcription, translation, or analysis of communications or information, Customer understands and acknowledges that all information used and obtained in connection with such Selected Applications is provided "**AS IS**." Customer acknowledges and agrees that speech transcription and translation is subject to unavoidable inaccuracies due to, among other things, poor audio quality, language spoken with significant accents or dialects, unfamiliar vernacular or vocabulary, or other issues which may result in transcript or translation inaccuracies. Provider does not make any representations or warranties regarding the Selected Applications' ability to identify suspicious or suggestive key words or phrases, phrases that suggest threats to security, or phrases that indicated criminal activity in and outside of the facility(s).

- e. Disclaimer of Warranties. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SELECTED APPLICATIONS AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE APPLICATIONS ARE PROVIDED "AS IS." PROVIDER AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTED APPLICATIONS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SELECTED APPLICATIONS OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER AND ITS SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE SELECTED APPLICATIONS OR THE UNAVAILABILITY THEREOF.
- f. Limitation of Liability. PROVIDER WILL HAVE NO LIABILITY TO CUSTOMER (OR TO ANY PERSON TO WHOM CUSTOMER MAY HAVE PROVIDED DATA FROM THE SELECTED APPLICATIONS) FOR ANY LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH THE SELECTED APPLICATIONS OR CUSTOMER'S USE THEREOF. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON PROVIDER, CUSTOMER AGREES THAT PROVIDER'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF PROVIDER IN CONNECTION WITH THE SELECTED APPLICATIONS, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, WILL NEVER EXCEED \$10,000. CUSTOMER COVENANTS AND PROMISES THAT IT WILL NOT SEEK TO RECOVER FROM PROVIDER AN AMOUNT GREATER THAN SUCH SUM EVEN IF CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- g. Indemnification. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO CUSTOMER'S USE OF THE SELECTED APPLICATIONS, INFORMATION OBTAINED IN CONNECTION THEREWITH, OR INSTRUCTIONS PROVIDED BY CUSTOMER TO PROVIDER RELATED TO THE SELECTED APPLICATIONS.
10. Express Warranties and Disclaimers. Section 8, Express Warranties, of the Fourth Amendment is hereby deleted in its entirety and replaced with the following language: Provider offers the following express warranties in connection with the telephone and video terminal hardware ("Hardware") and related services ("Services"). Additional warranties may be provided in the attached schedules:
- a. Express Warranty for Hardware installed and owned by Provider. For Hardware installed and owned by Provider and provided to Customer pursuant to the Agreement, Provider agrees to repair and maintain such Hardware in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. Notwithstanding the foregoing, Provider is not responsible for any repair, maintenance, replacement or other costs associated with damage due to destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar breakage ("Breakage"), and Customer shall be responsible for the cost of such Breakage, including, but not limited to replacement costs. Customer will be charged for repair costs incurred due to Breakage, up to the amount of replacement of the Hardware. Such charges will be invoiced to the Customer. Customer agrees to promptly notify Provider in writing after discovering any damage due to Breakage. Provider will have no obligation to repair or maintain such Hardware, if the Hardware is, without Provider's knowledge and approval, interfaced with other devices or software owned or used by Customer or a third party, or if the Hardware is otherwise damaged as a result of Customer's actions.
- b. Express Warranty for Hardware purchased and owned by Customer. For Hardware purchased from Provider and owned by Customer pursuant to the Agreement, Provider warrants that such Hardware will be free from material defects under normal use, maintenance, and service for a period of 90 days from the date of sale. Provider makes no warranty with respect to low performance, damages, or defects in any such materials caused by Breakage, nor does Provider make any warranty as to any such materials that Customer has repaired or altered in any way. Customer will be charged for repair costs incurred due to Breakage, up to the amount of replacement of the Hardware. Such charges will be invoiced to the Customer. When express warranties are applicable, Provider will replace the Hardware at no cost, which is Customer's sole remedy in connection with a claim pursuant to this section.
- c. Express Warranty for Services provided. Provider warrants that the Services will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider warrants that its agents and/or

employees used in the performance of its obligations will be qualified to perform the Services. Should any errors or omissions arise in the rendering of the Services under the Agreement, Provider will undertake to correct such errors or omissions within a reasonable time period and in compliance with the Service Level Agreement terms stated in the Section immediately below.

d. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION OR A SCHEDULE OF THE AGREEMENT, THE HARDWARE AND SERVICES ARE PROVIDED “AS IS” AND PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

11. Service Level Agreement. Any Service Level Agreements previously agreed to by Customer and Provider, if any, are hereby deleted in their entirety and replaced with the following: Provider will provide service for the Applications as specified at <https://securustechnologies.tech/servicelevelagreement/>.

12. Advanced TRS. In September 2022, the Federal Communications Commission released the Fourth Report and Order in WC Docket No. 12-375 (“FCC TRS Order”), which requires all providers of communication services for incarcerated end users to provide, in addition to traditional Teletypewriters (TTY) and Speech-to Speech services, those incarcerated end users with a communication disabilities access to Telecommunications Relay Services (“TRS”) and related communication services (collectively, “Advanced TRS”) at each correctional facility in a jurisdiction with an average daily population of 50 or more incarcerated end users, except where the correctional authority overseeing a facility prohibits that access. For this reason, Provider requires Customer to select the following Advanced TRS services from the table below (check the box for each services, or check the last box to decline any services at this time:

Advanced TRS	Description	Check Box
Video Relay service and Point to Point Video service (VRS)*	Provides a way to communicate using American sign language (ASL) or Spanish sign language (LSE) and an interpreter through video equipment or allows direct video communication using ASL / LSE	X
IP Relay**	Provides a way to communicate using text and an interpreter through internet-enabled equipment	X
IP-Captioned telephone service	Provides a way to communicate through live captioning on internet-enabled equipment	X
Customer does not wish to implement any Advanced TRS services at this time		

*Customer is solely responsible for (a) determining which end users are eligible to use VRS; (b) configuring SCP to allow access to the VRS; and (c) designating which VRS numbers for which calls are not to be recorded, by marking those numbers as “private” within SCP. Provider’s third-party vendors shall have the right, in their discretion, to terminate VRS calls for policy violations or disruptive behavior, including, without limitation, verbal or other abuse of the VRS interpreter.

**Customer agrees to sign the corresponding forms as provided to Customer by Provider with no alteration to the form’s content whatsoever.

TRS Device Limited Warranty. Provider will provide the agreed upon number of TRS devices and related equipment (collectively, the “TRS Device”) during the terms of the Agreement. Provider agrees to repair and maintain such TRS Device in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. Notwithstanding the foregoing, Provider is not responsible for any Breakage, as defined in the Warranties and Disclaimer Section of the Agreement, and Customer shall be responsible for the cost of such Breakage, including, but not limited to replacement costs. Customer will be charged for repair costs incurred due to Breakage, up to the amount of replacement of the TRS Device. Such charges will be invoiced to the Customer. Customer agrees to promptly notify Provider in writing after discovering any damage due to Breakage. Provider will have no obligation to repair or maintain such TRS Device, if the TRS Device is, without Provider’s knowledge and approval, interfaced with other devices or software owned or used by Customer or a third party, or if the TRS Device is otherwise damaged as a result of Customer’s actions.

13. Compliance with FCC Regulations. The Agreement includes terms to comply with the current Interim Order. There is the potential for its requirements to change during the Term of the Agreement. If any such changes occur during the


Term of Agreement, the parties agree to work together in good faith to address such changes in writing. Additionally, current FCC regulations do not allow Provider to charge ancillary service charges on transactions involving voice and video calls. If the FCC allows Provider to charge ancillary service charges on transactions involving voice and video calls in the future, Provider may charge such fees, up to the maximum amount allowed by the FCC, with prior written approval from Customer.

14. Address Change. Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address:	Payment Address:
5360 Legacy Drive, Suite 300 Plano, Texas 75024 Attention: General Counsel Phone: (972) 277-0335	5360 Legacy Drive, Suite 300 Plano, Texas 75024 Attention: Accounts Payable Phone: (972) 277-0335

15. Except as expressly amended by this Fifth Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Fifth Amendment Effective Date.

<u>CUSTOMER:</u> County of Lancaster, PA By: _____ Name: _____ Title: _____ Date: _____	<u>PROVIDER:</u> Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By:  Name: <u>Kevin Elder</u> Title: <u>President & Interim CEO</u> Date: <u>6/8/2026</u>
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TABLET WARRANTY AND INVENTORY ADDENDUM

1. **Warranty and Disclaimer.** Provider agrees to repair and maintain the tablets in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. EXCEPT AS SPECIFICALLY SET FORTH IN THIS ADDENDUM, THE TABLETS ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.
2. **Breakage.** Provider is not responsible for the cost of any repair, maintenance, replacement or other costs incurred by Provider in performing any repair, maintenance, replacement or other costs associated with damage to tablets due to modification or attempted modification (of hardware or software), destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar breakage, or for the cost of lost tablets (collectively, "Breakage"). Customer agrees that End Users (defined as the person the tablet has been assigned to) shall be responsible for the cost of such Breakage; including but not limited to replacement cost which is currently up to \$129.99, plus any applicable handling and restocking fees. Such charges will be billed to the End User, and the Customer will deduct such amounts from the applicable End User's trust account and remit to Provider, or Provider may, as allowed by applicable law or regulation, deduct such amounts from the applicable End User's Securus Debit account. Should an End User not have sufficient funds to pay for Breakage, the End User will not be issued a new or replacement tablet until the amount that has been billed to the End User has been paid to Provider, and, as allowed by applicable law or regulation, a lien will be placed on the applicable End User trust account by Customer and/or Securus, as allowed by applicable law or regulation, may deduct funds from the End User's Securus Debit account until Provider has been fully paid. Any exceptions to this must be documented (including the reason) and will apply toward Customer's Replenishment Allowance provided below in Section 6. Customer agrees to promptly notify Provider in writing after discovering any damage or loss due to Breakage, including which End User account such Breakage applies to and will turn in such tablets to Provider's on-site staff, or pursuant to a mutually agreed return procedure, as appropriate.
3. **Return of Tablets Upon Contract Termination/Expiration.** Upon the termination or expiration of the contract between Customer and Provider, Customer will ensure that all Provider tablets at Customer's facility(ies) are returned to Provider. Provider will give Customer instructions for the return of tablets. Customer may be billed for the replacement cost of unreturned tablets.
4. **Return of Tablet Upon Release.** Customer is responsible for the collection and return of the End User's tablet to Provider's on-site staff, or other mutually agreed return procedure, up to 7 days prior to the release of an End User or such End User's transfer to a different facility. Tablets may be returned to Provider's on-site staff at the designated location. If a tablet is not returned prior to release, Customer will place a lien on the End User's trust account or Provider may, as allowed by applicable law or regulation, deduct funds for the replacement cost from the End User's Securus Debit account. Any tablets that are not returned or paid for by the End User within 7 days after the release of an End User or their transfer to a different facility will count toward Customer's Replenishment Allowance provided below in Section 6. If such Replenishment Allowance has been exhausted, then Provider must be compensated for the cost of such tablet(s) before supplying additional tablets. Customer is responsible for updating its data integration files and data feeds to provide Provider with accurate information regarding the current population for provisioning. Provider may request reports from Customer regarding the release and transfer status of its population for reconciliation at any time.
5. **Return of Unused Tablets.** Customer is responsible for the collection and return of any tablets that are not actively used. Such non-utilization will be determined by Provider monthly (or more frequently as outlined in the site-specific procedures) based on usage reports ran by Provider. Provider will provide a list to Customer of any tablets not actively used. Customer will either ensure any such device that is not actively used is made active (synced or put into use on Provider's network) or collect such device and return it to Provider. If any unutilized tablets are not made active or returned to Provider, such tablet(s) will count toward Customer's Replenishment Allowance provided in Section 6 below.
6. **Replenishment Allowance.** Customer will be provided with a 10% tablet replenishment allowance based on ADP reported as required under the 2024 FCC Order (the "Replenishment Allowance"). Customer may receive free of charge tablets issued less a.) the number of tablets in active use; and b.) the number of tablets that have been returned in Working Order (as determined by Provider) or paid for up to the Replenishment Allowance. For purposes of this clause, Working Order means a tablet that has not suffered damage due to modification or attempted modification (of hardware or software), destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar behavior. This Replenishment Allowance can be used toward tablets that are replaced due to Breakage or any other reason. Once the Replenishment Allowance has been used for any applicable year, Provider must be paid for any additional tablets that are issued at replacement cost. This Replenishment Allowance is applied by Customer. The Replenishment Allowance

rate will be adjusted annually on June 1 based on ADP reported by Customer. Customer may request an adjustment to its Replenishment Allowance based on unexpected ADP changes. Customer may be required to provide supporting information regarding such request.

7. Tablet User Fee. A monthly tablet content subscription fee of \$7.50 will be assessed against each End User. Such amounts will be billed to End Users and the Provider may, as allowed by applicable law or regulation, deduct funds from the End User's Securus Debit account, or Customer will deduct such amounts from End User accounts and remit to Provider. Should an End User fail to pay the tablet content subscription fee, select tablet applications for the applicable tablet(s) may be disabled by Provider until all past due tablet content subscription fees for such End User account have been paid. Not all tablet applications may be available without a content subscription, and Provider has the right to determine which applications are included in the bundled tablet content subscriptions. Non-payment may also result in tablet collection, depending upon the agency-specific agreement.

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster to accept the following Design Development Value Engineering option presented as part of the Design Development at the Board of Commissioners Work Session on May 26, 2026:

Eliminate Warden's Restroom

Estimated Savings: \$33,790

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster to accept the following Design Development Value Engineering option presented as part of the Design Development at the Board of Commissioners Work Session on May 26, 2026:

Eliminate Ancillary Multi-purpose Room	Estimated Savings: \$238,318
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6/17/26

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster to accept the following Design Development Value Engineering option presented as part of the Design Development at the Board of Commissioners Work Session on May 26, 2026:

Minimize Entrance Lobby

Estimated Savings: \$186,000

06/17/26

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster to accept the following Design Development Value Engineering option presented as part of the Design Development at the Board of Commissioners Work Session on May 26, 2026:

Reduce the Project's finishes budget but include alternates in the bid documents as determined during the drafting of the construction document phase:

Altering Exterior/Interior Finishes	Estimated Savings: \$1,394,000
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06/17/26

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 a Memorandum of Understanding (MOU) with the PA Department of Aging, facilitated by Weill Cornell Medicine, to participate in the Lehigh-Berks-Lancaster Counties Elder Abuse Multidisciplinary Team (MDT), which brings together professionals to discuss and identify complex elder abuse cases and create action plans to help move older adults out of those situations. There is no cost to participate and BHDS will not receive financial compensation. Authorization is given to Lawrence M. George, County Administrator/Chief Clerk, to sign the MOU.

6/17/26



Memorandum of Understanding

Lehigh-Berks-Lancaster Elder Abuse Multidisciplinary Team (MDT)

Due: 6/16/26

Lancaster County Behavioral Health and Developmental Services

Multidisciplinary Teams (MDTs) for complex elder abuse cases bring together professionals with expertise in various service areas, including accounting, medical, mental health, legal, law enforcement, and social services. These teams, across the country, hear cases about older adults living in abusive situations. The older adult’s situation is represented by professionals based on their knowledge of the situation, assessments, professional expertise, and an understanding of the complexity of elder abuse. The teams create action plans to help move the older adults out of the abusive situations. This work diminishes the time frames in which an older adult can eliminate the abuse they are experiencing.

Lancaster County Behavioral Health and Developmental Services will participate in this project in the following ways:

1. Participate in the planning phase of the project.
2. Identify Older Adult cases to be discussed at MDT meetings.
3. Communicate with the Project team any obstacles regarding attending or participating in the MDT meeting.
4. Follow-up with Older Adults with any action steps suggested and your agency is responsible for.
5. Follow-up with Older Adults, when appropriate, regarding service delivery and service needs.
6. Participate in measuring outcomes and Project Impact Report.

By signing this document, you are confirming that your organization can and will participate on this Elder Abuse MDT without financial compensation. Only one signed Memorandum of Understanding is needed per member organization.

Lancaster County BHDS
Organization Name

Tania L. Maser
Representative Name


Representative Signature

5/28/26
Date of Signature



Lancaster County Chief Clerk
and/or Board of Commissioners' Signature:

Date:

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Behavioral Health/Developmental Services (BH/DS), to approve the following for children and individuals being served by Early Intervention:

<u>Renewal Agreements With:</u>	<u>For:</u>	<u>Amount</u>	<u>% Increase/ Decrease</u>
Early Bird Therapy, LLC Camp Hill, PA	Occupational, speech, physical therapy & special instruction services	\$313,276.55	+49.04%
UCP of Central Pennsylvania Camp Hill, PA	Occupational, speech, physical therapy & family instruction/coaching	\$44,982.83	-28.46%
Tenfold Lancaster, PA	Assists adults with serious mental illness who are homeless obtain & maintain housing for individuals served by BHDS' Mental Health Program.	\$331,340.00	+6.39%

NOTES: All terms are for the period July 1, 2026 through June 30, 2027.

All contracts are 90% State Base Funding and 10% County Funding except for Tenfold, which is funded by the following: Projects for Assistance in Transition from Homelessness (PATH) grant funding (Federal and State), Housing and Urban Development Grants (HUD)(Federal); Community Mental Health Services Block Grant (Federal)

6/17/26

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

<u>Renewal Agreement with:</u>	CDW Government LLC and Zoom Vernon Hill, IL
<u>Purpose:</u>	To renew the Zoom software license used for video conferencing, virtual meetings and presentations by County and Court staff as well as the MDJ offices.
<u>Amount/Term:</u>	\$63,944.00 for the period June 17, 2026 through June 17, 2027.
<u>Funding:</u>	Information Technology budget.

6/17/26



CDW Customer Order Form
Zoom Communications, Inc.

Seller: CDW Government LLC
Seller Address: 200 N. Milwaukee Avenue, Vernon Hills, IL 60061
Customer: County of Lancaster
Initial Paid Subscription Term:
Renewal Paid Subscription Term:
Coverage Term 6/17/26 - 6/17/27
Paid Services Start Date: Upon Provisioning

Zoom Cloud Services	Licensed Unit Quantity	Fee Per Unit	Initial Subscription Term	Annual Service Fee
PAR1-EP01-ENT5-BD1Y Enterprise Named Host 1 Year Prepay	150	\$240.00	1 Year*	\$36,000.00
PAR1-ROOM-BASE-RM1Y Zoom Rooms - 1 Year Prepay	37	\$499.00	1 Year*	\$18,463.00
PAR1-CRC-1-PT1Y CRC - 1 Year Prepay	19	\$499.00	1 Year*	\$9,481.00

Zoom Phone Cloud Services	Annual Service Fee**
	\$
\$ _____ ***	

The substantive and procedural laws of the Commonwealth of Pennsylvania shall govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state or federal court for Montgomery County, Commonwealth of Pennsylvania. All of the other terms and conditions contained in Sourcewell 121923 Contract shall apply to this contract.

*The subscription term for the Zoom cloud services (the “Cloud Services”) purchased pursuant to this Customer Order Form (“Order Form”) will automatically renew for additional 12-month terms (each, a “Renewal Term”) unless Customer cancels the Cloud Services as set forth below.

** The Annual Service Fee for Zoom Phone Cloud Services is an estimate only and is based on the licensed quantity set forth in the table above. Seller will invoice Customer based on the actual quantity of licenses used in the month at the Annual Service Fee Per User rate specified above.

***These are estimated taxes and fees only. These taxes and fees may vary based on Customer’s geographic location. Seller will pass thru and bill Customer for actual telecom taxes and regulatory fees as calculated by Zoom.

Initial Subscription Term Fee Total: \$63,944.00

1. **PAYMENT** – Customer will pay all Fees (as defined herein) for the use of the Cloud Services as set forth in Seller’s invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee for the Cloud Services, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer (as an example, based on the number of call minutes the applicable Customer utilizes in the



prior month, multiplied by the applicable Zoom Phone Native Cloud Services calling rate set forth at <https://zoom.us/billing/pbx/rates>), separate charges for overage amounts and per-use charges (collectively, “Overage Charges”), and other subscriptions, features, products, services, or add-ons that Customer uses within the Cloud

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Services. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Cloud Services purchased. Seller will invoice Customer in arrears for any metered usage or Overage Charge components (e.g., capacity overages, third party content, etc.). Certain Zoom Cloud Services, such as audio and cloud recording plans purchased by Customer, can also trigger Overage Charges. The Service Fee for the Cloud Services and all additional fees due hereunder are collectively referred to as “Fees”. Any failure of Customer to timely remit payment to Seller for undisputed amounts owed for metered/variable usage portion of Zoom Phone Native Cloud Services is a breach of this Customer Service Order Form and Seller reserves the right to charge Customer 12% interest per annum, provided that Seller has given Customer notice of Customer’s untimely payment remittance and provided Customer five (5) business days to cure. In the event of any conflict between this Section 1 and the Customer’s Existing Customer Agreement (as defined herein) with Seller in which case Customer’s obligations shall be subject to the terms of such Existing Customer Agreement, this Section 1 shall control. For purposes of this Order Form, “Existing Customer Agreement” shall mean the current Third Party Cloud Services Terms and Conditions on Seller’s website at [Third Party Cloud Services Terms and Conditions](#), unless written agreement with Seller covering Customer’s purchase of products and services from Seller.

2. **AUTO-RENEWAL; CANCELLATION** - If Customer wants to cancel the Cloud Services at the end of the Initial Subscription Term or any Renewal Term, Customer must provide notice of cancellation at least forty-five (45) days prior to the expiration of the Initial Subscription Term or Renewal Term. Notices of cancellation must be provided to Seller via email at zoomcancellations@cdw.com. If Customer’s notice of cancellation is not received in a timely manner, the Cloud Services will automatically be renewed and extended for additional, consecutive Renewal Terms. Customer will remain financially responsible for the Service Fee for the Cloud Services and all additional fees for any metered usage or overage based fees (e.g., capacity overages, third party content, etc.), and other subscriptions, features, products, services or add-ons, incurred for the Cloud Services prior to cancellation.
3. **NON-CANCELLABLE/NON-REFUNDABLE** - Except as set forth in Section 2 above, the Cloud Services purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller for the Cloud Services are non-refundable.
4. **SERVICE AGREEMENT BETWEEN CUSTOMER AND ZOOM** - Customer acknowledges and agrees that (i) it is receiving the Zoom Cloud Services directly from Zoom Communications, Inc. (“Zoom”); (ii) Customer has agreed with Zoom that Customer’s usage of the Zoom Cloud Services are subject to Zoom’s standard terms and conditions (published at <https://explore.zoom.us/en/terms/>); provided that (a) the provisions of Sections 2, 12, 13, 14.1, 14.2 and 14.4 (and any references to such Sections) shall not apply and (b) references to “Order Form” shall refer to the quote or ordering document between Customer and Seller; and (c) if Customer purchases Zoom Premier Support, Zoom’s Reseller Customer Premier Support Terms of Service available at: <https://explore.zoom.us/en/reseller-customer-premiersupport-terms/> (“Premier Support Terms”) shall also apply, and together with Zoom’s current Terms of Service (as noted in (ii) above), shall be deemed the applicable Service Agreement. Customer further acknowledges that Zoom and not Seller will be responsible for performance of the Zoom Cloud Services.
5. **ZOOM PHONE CLOUD SERVICES TERMS** - Per United States of America telecommunications regulations, Zoom Voice Communications Inc. is the telecommunications provider of the Zoom Phone Cloud Services in the United States of America. Availability and use of phone numbers provided and/or provisioned by Zoom is subject to the Zoom Phone Numbering Policy published online at: <https://explore.zoom.us/en/trust/zoom-phonenummering-policy/>.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Cloud Services directly from Zoom Communications, Inc. (“Zoom”) pursuant to Zoom’s standard Services Agreement or such other terms as agreed upon by Customer and Zoom.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: _____

Name: _____

Title: _____



Date: _____

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:

Witmer Restoration, LLC
Mount Joy, PA

Purpose:

To approve a proposal to repair and seal the concrete in several areas of the loading dock and parking garage at the Courthouse.

Amount:

\$232,800.00.

Funding:

2026 General Fund Capital line items.
COSTARS Cooperative contract.

Note:

Authorization is given to Lawrence M. George, County Administrator/Chief Clerk, to sign the agreement.

6/17/26



Short Form Proposal
Lancaster County Courthouse
50 North Duke Street
Lancaster, Pa. 17608

CUSTOMER:

County of Lancaster
Attn: Carmen Simone
150 N. Queen Street, Suite 612
Lancaster, Pa 17603

Date: 05/26/26

COSTARS Contract – 008-E23-1136
SAP Vendor #554161

Carmen,

The following scope of work was generated from a site visit to the above referenced project located in Lancaster, PA. Once on site we looked at several different areas. The outside concrete deck leading into the parking garage, a concrete ramp, a secured parking area for county employees and a Sally Port. Many deficiencies are related to the areas in question, including the transition of water and deicing materials that are transitioning through floor defects and traveling to the next level below. The failed concrete slab areas have wide open cracks, defective sealant materials and spalled concrete surface areas. None of the areas have a traffic or protective coating system applied to the surface.

We focused on four different areas. We will refer to them Secure Parking Area, Sally Port, Ramp and Outside Concrete Deck/Dock.

Secure Parking Area

The Secure Parking Area is an area of approximately 4,112 square feet. There is a total of 272 lineal feet of cracks in the concrete that were repaired and sealed previously.

Install a traffic coating system over the over the parking area. The coating system would include a (2) step process along with a complete media cleaning of the entire surface to remove any hazardous stains and prep the floor surface to receive the new coating.

New parking line striping to be installed at same location as existing lines

Sally Port

The Sally Port is an area of approximately 416 square feet. There were 16 lineal feet of cracked concrete in many different configurations. The cracks will be routed out prior to installing sealant material in the cracks.

An additional requirement would be sealing around the (1) floor drain along with replacing the sealants around the entire perimeter of the enclosed area and installing a traffic coating system over the over the area. The coating system would include a (2) step process along with a complete media cleaning of the entire surface to remove any hazardous stains and prep the floor surface to receive the new coating.

Ramp

The ramp is an area of approximately 1,120 square feet. There is a total of 678 lineal feet of cracks and deficient sealant at previously repaired cracks. Some areas also had spalled concrete. The spalled concrete will require a repair procedure to correct this deficiency. A traffic coating system will be installed over the over the ramp area. The coating system would include a (2) step process along with a complete media cleaning of the entire surface to remove any hazardous stains and prep the floor surface to receive the new coating.

Outside Concrete Deck/Dock

The outdoor concrete deck/dock is an area of approximately 1,944 square feet. There is a total of 331 linear feet of cracks and control joints in the concrete. Some of the cracked areas also had spalled concrete adjacent to the cracked sections. The spalled concrete will require a repair procedure to correct this deficiency prior to treating and installing a sealant material in the cracked. A traffic coating system will be installed over the over the ramp area. The coating system would include a (2) step process along with a complete media cleaning of the entire surface to remove any hazardous stains and prep the floor surface to receive the new coating.

There is 66 linear feet of deficient 1 ½" expansion joint located in the concrete. The existing expansion joint will be removed and replaced with new expansion material. Sealed the asphalt to the concrete.

A cracked mortar joint is located in the masonry veneer, approximately 22 lineal feet at the outside corner of the building. Remove the deficient mortar, install backer rod and silicone sealant in joint.

Pricing is separated into (4) separate prices for your convenience.

Secure Parking Area

- Install SikaEmaco 1060 concrete repair material at 2 square feet spalled concrete
- Shot blast the entire 4,112 square foot area to remove all floor staining, and provide the proper surface condition to receive the new coating system
- Solvent wipe 630 linear feet of existing caulked cracks and perimeter joints
- Install primer to the entire area
- Install Sikalastic 720 One Shot Traffic Coating to the entire area. Sikalastic 720 One Shot is formulated with an integral texture, which gives it built-in slip resistance.
- Paint new parking line striping at locations where existing line were located

Cost: \$59,670

Sally Port

- Route out 16 lineal feet of existing crack and caulk with urethane sealant
- Remove 8 lineal feet of existing sealant at the perimeter of the drains and recaulk with urethane sealant
- Remove 60 lineal feet existing expansion material or sealant at the perimeter of the slab and install new urethane sealant
- Shot blast the entire 416 square foot area to remove all floor staining, and provide the proper surface condition to receive the new coating system
- Install primer to the entire area
- Install Sikalastic 720 One Shot Traffic Coating to the entire area. Sikalastic 720 One Shot is formulated with an integral texture, which gives it built-in slip resistance.

Cost: \$10,680

Ramp – Overhead Door to Bottom of Ramp

- Route out 678 lineal feet of existing cracks and caulk with urethane sealant
- Remove 202 lineal feet of existing sealant between wall and slab and caulk with urethane sealant
- Install SikaEmaco 1060 concrete repair material at 8 square feet spalled concrete
- Shot blast the entire 1,120 square foot area to remove all floor staining, and provide the proper surface condition to receive the new coating system
- Install primer to the entire area
- Install Sikalastic 720 One Shot Traffic Coating to the entire area. Sikalastic 720 One Shot is formulated with an integral texture, which gives it built-in slip resistance.

Cost: \$28,320

Outside Concrete Deck/Dock

- Route out 331 lineal feet of existing cracks and control joints in the concrete. Caulk with urethane sealant
- Remove 202 lineal feet of existing sealant between wall and slab and caulk with urethane sealant
- Install SikaEmaco 1060 concrete repair material at 20 square feet spalled concrete
- Shot blast the entire 1,944 square foot area to remove all floor staining, and provide the proper surface condition to receive the new coating system
- Install primer to the entire area
- Install Sikalastic 720 One Shot Traffic Coating to the entire area. Sikalastic 720 One Shot is formulated with an integral texture, which gives it built-in slip resistance.
- Remove 66 lineal feet of 1 ½” expansion joint material and replace with Sika Emseal DSM Expansion Joint Material
- Seal 80 lineal feet of asphalt to concrete
- Grind out 22 lineal feet of deteriorated mortar joint at the outside corner of the building and caulk with Pecora 890FTS silicone sealant

Cost: \$54,155

Combined Cost: \$152,825

Please feel free to contact me with any questions or if additional information is required concerning the above-referenced project.

Sincerely,



Andy Barnes
Project Estimator
Witmer Waterproofing, LLC

Lancaster Courthouse Secure Parking Area
Concrete Repairs and Epoxy Injections

SCOPE OF WORK- (12) Work Areas

- All work will be performed during off hours starting at 5:00 pm
- Placement of conventional scaffolding for accessing overhead work areas.
- Remove 415 sf of deteriorated concrete from 1" to 3" deep.
- Profile 295 lf for depth at the entire perimeter of each repair area to ensure the proper depth for placement of concrete repair materials.
- Clean exposed rebar reinforcing of all rust and corrosion at 669 lf
- Install Sika Armatec 110 corrosive inhibitor coating on all exposed rebar at 669 lf.
- Slurry coat as a priming agent all exposed concrete repair surface at 415 sf.
- Install Sika Quick VOH concrete repair material for all vertical and overhead repair areas at 97 cubic feet.
- Sika Quick VOH will be installed in multiple lifts due to the depths of repairs, the repairs will not be completed with one application of the concrete repair materials.
- Profile all repair areas to match the surrounding conditions.
- Chase 14 lf of cracked concrete to ensure a depth of 1-1/2" is met.
- Install epoxy ports at 24" intervals for the injection materials
- Install molding clay on all exposed cracked areas to contain the epoxy materials.
- Inject each port with Sikadur fast acting epoxy sealing materials to solidify each cracked area at 14 lf.
- Remove molding clay and repair the cracked surface with Sika Quik VOH repair material.

Cost: \$69,975

Thank you for this opportunity,
Sincerely,

Roger L. Derr II
Senior Vice President
Witmer Restoration LLC.

Prevailing Wage Rates are not included within any proposed costs.

Subtotal:

Repairs/Sealants/Traffic Coating	\$152,825
Concrete Repairs & Epoxy Injection	\$ 69,975
Contingency for unforeseen conditions	<u>\$ 10,000</u>

Total Combined Cost **\$232,800**

Includes:

- Clear access to the work area
- Materials to match as close as possible
- Work to be performed during off hours starting Friday 5:00PM
- Clean up of debris created by this scope of work

Excludes:

- Permits and fees of any type
- Portable toilets or restroom facilities
- Dumpsters
- Material testing, structural special inspections
- Field or laboratory testing of structural materials within the existing structure
- Fees associated with the removal, de-energization, relocation or re-energizing of power lines.
- Removal of any hazardous materials such as lead, asbestos, PCB's, etc.

Terms and Conditions

Project will be billed monthly if applicable with payments due thirty (30) days upon submission, and final balance due thirty (30) days after the completion of the job. Any unpaid cost will have a 1.5% simple interest charged monthly to the unpaid amount.

CONDITIONS

- (1) Changes to the Scope of Work may only be made by written request and signed agreement prior to implementing the change(s). If additional or different work is instructed by Customer, or in event that the Contractor encounters conditions that differ from what typically exists or could reasonably be anticipated, or if outside events, casualties, or circumstances that are unforeseeable and outside Contractor's control cause interference, delay, or changes to the Work, then, Contractor is entitled to a Change Order. If there are multiple owners to the property, Customer hereby agrees that any signature by any singular owner is valid as a signed Change Order. If non-owners are to have authority for changes, such people are identified as follows:
- (2) Unless otherwise stated in this agreement, proposed pricing does not include the provision of heat and/or cold weather protection.
- (3) Unless otherwise stated in this agreement, water & electricity will be provided on site, at no cost to Constructor.
- (4) In event of any dispute that arises from this contract, the work, the project, or the relationship between the parties, it is agreed that the dispute will be submitted to arbitration.
- (5) Terms and conditions of this Agreement shall take precedence over any other agreement, written or verbal, the customer may have with any other entity on this project.
- (6) This proposal is valid for 30 days. By signing this Contract, Customer acknowledges that it has carefully read and understands the entire contract. Customer has had an opportunity to review the Contract with assistance from an attorney. Customers will receive a copy of this signed contract. By signing below, Customer also certifies that it is the owner or authorized representative of the real property, at which this Project is located.

Customer Signature

Date



Constructor Signature

05/26/26

Date



Installation Warranty

Witmer Restoration LLC warrants its Subcontract Work against deficiencies and defects in workmanship on the **PROJECT NAME** project. Witmer Restoration, LLC agrees to repair or replace coatings or concrete repair that does not comply with manufacturer's requirements or that does not remain watertight, if by the fault of incorrect workmanship by Witmer Restoration, LLC, within the warranty period. For this project the warranty period is **ONE (1) YEAR** from the date of substantial completion.

Repairs to the **MATERIAL** system performed within the warranty period established below shall be completed without cost to **GC** or **OWNER**.

Witmer Restoration, LLC shall not be responsible for leakage caused by damage to their coating system or concrete repairs caused by: damage caused by other trades, existence of other incompatible chemicals or materials, abuse, acts of God, vandalism, inadequate or faulty structural design, structural defects, building additions or alterations, cracks on coated surfaces, or penetrations installed through a coated surface without proper and timely notification of Witmer Restoration, LLC.

Further, this warranty does not cover any costs or expenses associated with the removal, excavation or replacement of concrete or other materials in connection with testing, repair, removal or replacement of the **MATERIAL** system.

Witmer Restoration, LLC, Installer, shall be held harmless from any loss or damage resulting from or arising out of any failure of the **MATERIAL** system.

This Warranty shall become effective upon payment in full for all work performed by Witmer Restoration LLC, on the above-mentioned project.

Witmer Restoration LLC shall warrant the Subcontract Work for a period of **ONE (1) YEAR** commencing **DATE**.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SELLER DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY IS TO THE ORIGINAL PURCHASER.

Roger L. Derr II
Senior Vice President
Witmer Restoration, LLC

Sika Corporation USA · 201 Polito Avenue · Lyndhurst, NJ 07071 USA WAR24-SAMPLE

For:

Project:

LIMITED MATERIAL WARRANTY

Date:

Commencing on:

Terminating on:

Product(s): Sikalastic 720 One Shot

Manufacturer: Sika Corporation

All recommendations contained in the current Sika Technical Data Sheet(s) including but not limited to mixing ratios, temperature ranges, proper equipment, storage conditions and surface preparation, and generally accepted construction rules for **(the Sika product/s listed above)** must be strictly adhered to and followed.

THE WARRANTY SET FORTH BELOW IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. NO OTHER WARRANTY EXISTS IN CONNECTION WITH THE SALE OR USE OF THE SIKA PRODUCT(S) INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE AGENTS AND EMPLOYEES OF SIKA ARE NOT AUTHORIZED TO MAKE MODIFICATIONS EITHER WRITTEN OR ORAL TO THIS WARRANTY, OR ANY ADDITIONAL WARRANTIES WHICH MAY BE BINDING UPON SIKA. ACCORDINGLY, ADDITIONAL STATEMENTS BY ANY EMPLOYEE OR AGENT OF SIKA, WHETHER ORAL OR WRITTEN, DO NOT CONSTITUTE WARRANTIES AND SHOULD NOT BE RELIED UPON BY OWNER, ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR ANY THIRD PARTY.

1. Sika warrants to the Owner that the Product(s) listed above when used as directed meets the technical properties of the Technical Data Sheet for the period of this Limited Material Warranty – ____ () years when used as directed within shelf life.

SIKA CORPORATION USA

201 Polito Avenue · Lyndhurst, NJ 07071 · USA

Phone: 800 933 SIKA · Fax: 201 507 7107 · www.usa.sika.com

WAR24-SAMPLE

2. In the event of an alleged failure of the Product(s) to meet the technical properties of the Technical Data Sheet(s) during the Warranty Period, Owner agrees to promptly notify Sika in writing of the alleged failure within 7 days of the discovery of same.
3. Sika agrees that, during the Warranty Period, it will within a 7-day period after receipt of said written notice from Owner promptly inspect the Product(s). Upon inspection, if the Product(s) fails to meet the technical properties set forth in the Technical Data Sheet due to a manufacturing defect, Sika will, at its exclusive option, either replace the Product(s) or reimburse the cost of the Product(s). Sika shall not be responsible for the removal or cost of removal and/or reinstallation of any material, components, or building materials installed over the Sika Products nor System.
4. Under no circumstances will Sika be liable for the improper application of its Product(s) and/or poor workmanship by the Contractor or any other user of the Product regardless of whether a Sika employee(s) is present at the time of Product(s) application. The cost of repairs and/or replacement of a Product(s) arising from the improper application of a Sika Product(s) and/or faulty workmanship, including but not limited to improper surface preparation, improper mixing, alteration of product, improper storage, use of non-approved materials, improper Product(s) thickness, or deviations from Sika's Technical Data Sheet(s), shall be the sole responsibility of Owner or Contractor.
5. Sika will not under any circumstances be responsible for damages which are caused by acts of God, floods, fires, acts of war, criminal acts, inadequate or faulty structural design, abnormal or abusive use and wear, structural defects, building alterations, or cracks or ruptures which exist or may develop in the structure, industrial pollution, chemically reactive aggregate, chloride levels exceeding current ACI limits, ingress of moisture, inadequate distribution or design of expansion joints.
6. Any failure by Owner or its agents, employees or contractors to materially comply with the terms of this Warranty, to comply with the instructions on the Technical Data Sheet, to follow any recommended maintenance and/or cleaning procedures, to timely notify Sika of a Product failure, to allow Sika to inspect the installation and/or to obtain Sika's approval prior to any repairs being undertaken will cause this Warranty to be null and void.
7. Under no circumstances will Sika be liable for injury (including death) to workmen and/or any person resulting from or arising in connection with any Contractor's inspections, workmanship or operations during installation and/or the carrying out of repairs, if any.

**WAR24-SAMPLE**

8. This Agreement represents the entire understanding of the parties as to the Product(s) and it is not transferable by Owner. The obligations of Sika hereunder will not become enforceable until full payment has been received by Sika for all Sika Product(s) identified above.
9. This Warranty shall not be construed as an intent by Sika to warrant the application of a Sika Product(s) and/or the workmanship of a Contractor.
10. This Warranty shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regards to its conflicts of laws principles. The parties submit to the exclusive jurisdiction of the federal and state courts in the State of New Jersey to resolve any disputes arising out of, or in connection with, this Warranty. This Warranty supersedes any and all other warranties, or other representations, whether written or oral, heretofore made between the parties.
11. **SIKA SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF USE, OR DAMAGE TO PROPERTY, LOSS OF SERVICES, BUSINESS INTERRUPTION, USE OF SUBSTITUTE FACILITIES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF THE PURCHASER FOR SUCH DAMAGES. THE REMEDY SET FORTH HEREIN SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST SIKA WITH RESPECT TO THE SIKA PRODUCT COVERED BY THIS WARRANTY. SIKA SHALL ALSO NOT BE RESPONSIBLE FOR THE USE OF THE SIKA PRODUCT(S) IDENTIFIED ABOVE IN A MANNER WHICH INFRINGES ON ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.**

Manufacturer:
Sika Corporation

By: _____ **SAMPLE** _____
Title: Sr. V.P. Product Engineering/Technical Services
Authorized Representative for Sika Corporation

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed to appoint Russ Hauser as Chief Information Officer for the County of Lancaster, effective June 8, 2026.

6/17/26