

# Transportation Infrastructure Safety Improvement Program (TISIP)

## Program Guidelines | 2024

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## Section I – Statement of Purpose

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The Dauphin County “Transportation Infrastructure Safety Improvement Program” (TISIP) is a **competitive grant program** that provides grants covering between 25% up to 75% of total project costs. TISIP is strictly focused on transportation safety improvement projects of municipally owned transportation infrastructure to encourage economic development and ensure that a safe and reliable system of transportation is available to the residents of Dauphin County. **Due to limited funding, the TISIP program will only accept applications for projects with total costs of \$1 million or less, subject to program’s funding source availability.**

Projects exceeding \$1 million should consider applying to the separate Dauphin County Infrastructure Bank General (DCIB-G) Program.

The TISIP program is intended to provide financial grant assistance to Dauphin County municipalities in order to improve the safety of public transportation assets with documented accident history trends and/or substandard features with respect to current transportation design criteria. The program will be administered by the Dauphin County Department of Community and Economic Development Corporation (“DCEDC”). **TISIP is a highly competitive program. Successful applicants should be prepared to cover local match beyond the 25% minimum in the likely event of a partial award and/or to increase competitiveness of their application.**

**TISIP is a “turnkey” program** in which the County and its engineer manage all aspects of the project including pre-construction and construction activities. Activities Dauphin County and its engineer will manage include, but are not limited to, project design, right of way and utilities, bidding, and administering bundled groups of similar construction contracts for all the projects included in the Program. This approach achieves economies of scale while ensuring the project delivered is consistent with the program’s funding source requirements.

## Section II – Eligibility

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### A. Eligible Applicants

1. Eligible TISIP projects, which commence construction after the approval date, must be owned and maintained by a Dauphin County municipality. The term “municipality” shall mean a city, borough, incorporated town or township.

### B. Eligible Projects

1. A project that **does not exceed \$1 million** and addresses transportation safety issues with documented accident history trends and/or substandard features with respect to current transportation design criteria. Examples include but are not limited to the following types of projects:
  - Rehabilitation or replacement of substandard bridges or culverts in poor condition.
  - Correction of substandard stopping or turning sight distance
  - Correction of substandard horizontal roadway curves
  - Correction of substandard intersection features
  - Traffic signals and signal upgrades
  - Improvements to substandard drainage systems to correct localized street flooding
  - Traffic Calming
  - Pedestrian safety, including but not limited to sidewalk connections, crosswalks, pedestrian and

### C. Eligible Costs

1. Funds may be used for costs of the eligible types of projects identified in Section B above and as determined by the Pennsylvania Department of Transportation Publication No. 9.

**Applicants are encouraged to review Section 5.8 in the latest addition of PennDOT Publication No. 9 at: [Layout 1 \(state.pa.us\)](http://state.pa.us)**

*\*\*\*For questions regarding eligible costs and Publication No. 9, please contact Dan Long, P.E. at 717-564-1121 or [dlong@hrg-inc.com](mailto:dlong@hrg-inc.com) with the County's engineer, \*\*\**

### D. Ineligible Costs

1. Ineligible project costs include, but are not limited to:
  - a. Projects not owned by the municipality (i.e. state-owned highways or bridges)
  - b. Pavement routine maintenance/repair
  - c. Drainage system routine maintenance/repair
  - d. Transportation Studies
  - e. Salt Storage or Equipment Storage Structures
  - f. Unacceptable expenditures per Pennsylvania Department of Transportation Publication No.9.
  - g. Reparations and costs incurred prior to the approval of TISIP.
  - h. Locally incurred pre-construction costs/pre-engineered projects. Dauphin County and its engineer will manage all pre-construction activities.
  - i. Projects exceeding \$1 million.

## Section III – Program Requirements

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### A. Matching Funds Requirement

Financial assistance under the TISIP can range between 25% and 75% of the total project cost and is required to be matched by local funding. **TISIP is a highly competitive program with a high probability of providing partial awards. Applicants should be prepared to secure additional local match that exceeds the minimum 25% if needed.** Matching funds from a municipality, shall only consist of cash contributions provided by the municipality.

Eligible funding sources that may be used as a local match may include but are not limited to the following:

- Municipal General Funds
- Liquid fuels tax
- Act 13 impact fees
- Bank, PIB, Dauphin County Infrastructure Bank loan
- Gaming Grant
- Other statutorily allocated fees/taxes paid directly to municipality.

**Ineligible funding sources that may not be considered as a local match on an application include but are not limited to the following:**

- **Federal Funds.**
- **Funding Sources that would cause a delay in the project delivery.**
- **Contingent/Future/Speculative Grants Awards**

**IMPORTANT: Failure to remit local match to Dauphin County in a timely manner during the project may result in the TISIP participant being debarred from participation in other County grant and loan programs.**

## B. Other Requirements

### 1. Conflict of Interest Provision

An officer, director, or employee of an applicant who is a party to or has a private interest in a project shall disclose the nature and extent of the interest to the governing body of the applicant and may not vote on action of the applicant concerning the project, nor participate in the deliberations of the applicant concerning the project.

### 2. Nondiscrimination

No assistance shall be awarded to an applicant under this program unless the applicant certifies that the applicant shall not discriminate against any employee or against any person seeking employment by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act, which prohibits discrimination on the basis of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, or in violation of any applicable federal laws. All contracts for work to be paid with grant funds must contain the commonwealth's official nondiscrimination clause.

### 3. Project Records

The applicant must maintain full and accurate records with respect to the project and must ensure adequate control over related parties in the project. The DCEDC requires access to such records, as well as the ability to inspect all work, invoices, materials, and other relevant records at reasonable times and places. Upon request of the DCEDC, the applicant must furnish all data, reports, contracts, documents, and other information relevant to the project.

### 4. Pennsylvania Prevailing Wage Act

All or a portion of the construction work associated with the project may be subject to the Pennsylvania Prevailing Wage Act, as determined by the Pennsylvania Department of Labor & Industry.

### 5. Bidding Requirements

**Dauphin County and its engineer will manage all pre-construction activities including bidding.**

The county will ensure bidding complies with all applicable federal, state, and local laws and regulations dealing with bidding and procurement.

### 6. Guideline Provisions

The TISIP guidelines may be modified or waived by Dauphin County unless otherwise required by law.

### 7. Turnkey Project Management

Participants recognize that TISIP is a turnkey program. As such, all aspects of the project will be managed by Dauphin County and its engineer including preconstruction, bidding, and construction activities. TISIP participants are required to defer all project management roles and responsibilities to Dauphin County and its engineer. Dauphin County and its engineer will provide Participants with the following pre-construction deliverables for review, input, and approval, which approval will not be unreasonably denied, conditioned or delayed:

- a. Preliminary Plans and Cost Estimate.
- b. Permits.
- c. Utility Agreements (if required).
- d. Right-of-Way Plan (if required).
- e. Final Plan, Specifications, and Estimate

## Section IV – Grant Limits

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1. **Grant funds available are limited.** The total County contribution of grant funds available for distribution in 2024 is \$2,250,000. This is the total amount of funds available to split between all applicants. Because of limited funding and the competitive nature of the program, applicants are encouraged to submit for projects with total cost under \$1 million and be prepared for partial awards if awarded funding.
2. In order to be eligible for a TISIP grant, all other matching funding must be committed for the proposed project by the application deadline (See Appendix I, Exhibit 3.)
3. Commencement of work prior to receiving DCEDC approval will result in the project being ineligible for funding consideration. **Dauphin County and its engineer will manage all project phases including pre-construction.**
4. To be eligible for reimbursement, project costs must be incurred within the time frame established by the grant agreement.

## Section V – Application Process

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### A. Application Procedures

1. Pre-Application Meetings: Applicants will schedule a meeting with DCEDC staff prior to formal submission of an application for funding. To schedule a pre-application, applicants should contact Doug Brown at DCEDC at (717) 780-6253 or [dbrown@dauphincounty.gov](mailto:dbrown@dauphincounty.gov); or Autumn Gruzlewski at (717) 780-6171 or [agruzlewski@dauphincounty.gov](mailto:agruzlewski@dauphincounty.gov). Applicant presentations should include a visual depiction of the planning area or improvement site (maps and/or images), a description of the project, names of the project sponsors and a discussion of how the project is consistent with the TISIP program. Applicants may then make revisions to their draft application, as necessary, prior to formal submission. **Pre-Application Meetings must be scheduled and held no later than June 14, 2024.**
2. To apply for funding, the applicant must submit the TISIP Application and required supplemental information outlined in Appendix I electronically as a single PDF or hard copy to [dbrown@dauphincounty.gov](mailto:dbrown@dauphincounty.gov).
3. For technical inquiries regarding the submission of the on-line application, contact the DCEDC at (717) 780-6250.

### B. Application Evaluation

All applications for financial assistance will be reviewed by a DCEDC advisory board to determine eligibility and competitiveness of the proposed project. Projects will be evaluated using the appropriate criteria from the following list of evaluation criteria for the various types of eligible projects. DCEDC will make a recommendation for awards to the Dauphin County Board of Commissioners:

1. Consistency with the TISIP programs “Statement of Purpose” (i.e. Benefits to a transportation system public safety issue and economic development)
2. Consistency with local, regional and statewide planning.
3. The technical and financial feasibility of the project. Applicants must show that all financial commitments are in place to achieve the project goals and ensure the project will be fully completed with the use of these funds.
4. The level of local match investment in the project. Increased consideration will be given to those projects that exceed the matching funds requirement.

5. Project readiness.

C. Application Schedule

<b>Date</b>	<b>Event</b>
<b>April 15</b>	Opening of FY 2024 TISIP Grant Round
<b>May-June</b>	Mandatory Pre-Application Conferences
<b>June 14</b>	Pre-Application Conference Deadline
<b>July 19</b>	Applications Due (By 4 PM EST)
<b>October</b>	Advisory Board Review and Approve 2024 Award Recommendations
	Board of Commissioners approve 2024 Award Recommendations
<b>October 18</b>	DCEDC issues Award approval letter and Grant Agreement

## Section VI – Procedures for Accessing Funds

Following approval of an application by the Dauphin County Board of Commissioners, a Municipal Cost Sharing Agreement and commitment letter will be issued by the DCEDC to the applicant explaining the terms and conditions of the grant. The Municipal Cost Sharing Agreement, a Resolution authorizing an individual to approve costs and execute documents related to the project, and commitment letter must be approved, signed, and returned to the DCEDC within 45 days of the date of the commitment letter or the offer may be withdrawn by the DCEDC. The applicant must execute a Resolution authorizing an individual to approve costs and execute documents related to their project in conjunction with the Municipal Cost Sharing Agreement. (A sample resolution is enclosed as Exhibit 5.)

One fully executed copy of the Municipal Cost Sharing Agreement will be returned to the applicant after full execution.

The DCEDC shall be responsible for handling all pre-construction activities, including but not limited to design, right of way, and utilities. The DCEDC will further be responsible for bidding and administering groups of construction contracts for all of the projects included in the Program. Such bidding and contracting process shall comply with all procurement laws and regulations applicable to counties in projects such as this.

The DCEDC and Municipality will share in the costs of the Project as set for the above and outlined in the Municipal Cost Sharing Agreement. The DCEDC will submit invoices to the Municipality for the Municipality's share of Project related costs as they are received for approval and payment by the Municipality. Payments will be due and payable in full on receipt of an invoice by Municipality without retainage, payment will not be contingent upon receipt of funds from third parties or should not be held as an offset to any alleged dispute. If invoice is not paid in full within 30 days of the date of the invoice, the DCEDC reserves the right to pursue all remedies, including stopping work on three (3) days' prior written notice without recourse. If at any time an invoice remains unpaid for a period of more than 30 days, interest of the rate of 1.5% per month will be charged on past-due accounts. Timely payment of invoices is a condition of this agreement. Failure to make payments in full within the time limits stated above will be considered substantial noncompliance with the terms of the grant agreement and will be cause for termination of the grant agreement if the DCEDC so chooses. Failure to remit local match to Dauphin County in a timely manner during the project may result in the TISIP participant being debarred from participation in other County grant and loan programs.

All applicants are encouraged to review the “Dauphin County Transportation Infrastructure Safety Improvement Program Intermunicipal Cost Sharing Agreement” enclosed as Exhibit 6.

## Section VII – Program Inquiries

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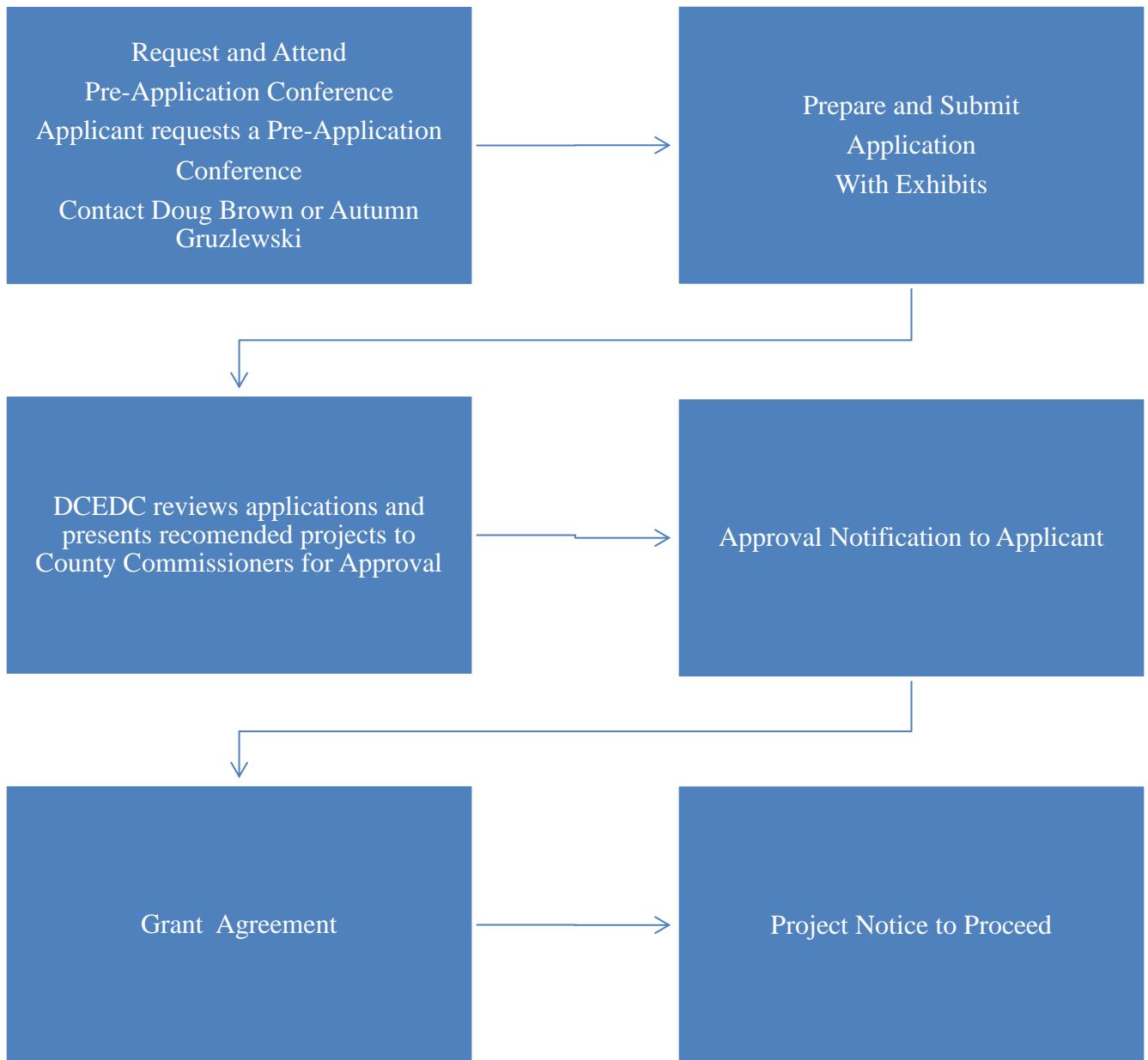
Program inquiries should be directed to:

Doug Brown ([dbrown@dauphincounty.gov](mailto:dbrown@dauphincounty.gov))  
Dauphin County Industrial Development Authority  
3211 North Front Street, Suite 301-C  
Harrisburg, PA 17110

Telephone  
(717)780-6253

Fax  
(717)780-6258

## TISIP APPLICATION PROCESS FLOWCHART





# Appendix I – Supplemental Information

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1. TISIP Program Application- See example below. A fillable PDF Form can be located at [\(Dauphin County TISIP Application\)](#)
2. Exhibit 1 – Project Description

Provide a detailed description of the project that includes the project need, objective, and expected outcomes. The project description should include the following:

- a) A detailed description of the project’s purpose and need, type of project, and project scope;
  - b) The specific location of the project site identified on a PennDOT County Type 10 map;
  - c) Project schedule for the following project phases: preliminary engineering/environmental review, final design, utilities, right-of-way, construction, and construction engineering/inspection;
  - d) List of all anticipate required permits;
  - e) Description of project’s impact on public safety; economic development benefits; new jobs to be created; and
  - f) Project renderings, sketches, site plans, and similar documentation as available.
3. Exhibit 2 – Municipal Resolution

Provide a resolution duly adopted by the applicant’s governing board that formally requests the grant and designates an official to execute all documents, and briefly describes the project scope and identify the requested grant amount. (A sample resolution is included below)

4. Exhibit 3 – Sources of Funding Documentation

Provide a funding documentation for each identified source as follows:

Municipal General Funds	Municipal Resolution
Liquid fuels tax	Municipal Resolution
Act 13 impact fees	Municipal Resolution
Grants (Dauphin County Gaming, MTF, etc.)	Grant Award Letter
Loan (Bank, PIB, Dauphin County Infrastructure Bank)	Loan Commitment letter include terms, rates, and collateral conditions

5. Exhibit 4 – Local Support

Include any supplemental documentation, such as newspaper article or letters of support, from the affected community, as well as any professional or expert studies, analyses, or support related to the project or its need, uses, or costs. Letters of support are encouraged.

# Dauphin County Transportation Infrastructure Safety Improvement Program (TISIP) Application

*Fillable PDF Version Available At:*

[Transportation Infrastructure Safety Improvement Program \(TISIP\) \(dauphincounty.gov\)](http://dauphincounty.gov)

## I. Applicant Profile

Contact Information		Applicant Information	
Entity		<input type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Borough <input type="checkbox"/> Other _____	
Contact Name		FEIN #	
Title		PA Revenue Tax Box #	
Address			
City			
State	Pennsylvania		
Zip Code			
Phone			
Email			
Fax			

## II. Project Site Location

### Location

Address

City

State

Pennsylvania

Zip Code

### Project Site Description

Specific Location of Improvements *(Please provide a brief description of the proposed project location):*

## III. Project Type

### Municipal Ownership

Yes

No (i.e., State Ownership)

### Scope of Work

Proposed Scope of Work *(Please provide a brief description of the proposed scope of work):*

### Funding Eligibility (To be completed by DCEDC)

Project complies with TSIP Eligibility Guidelines  Yes  No

If

why? \_\_\_\_\_

No,

#### IV. Project Budget

Project Budget		
Type of Cost	Amount	Year(s) of Expenditure
Administrative		
Preliminary Engineering/Environmental Review		
Final Design		
Utilities		
Right-of-way		
Construction		
Construction Engineering/Inspection		
Other		
Contingency		
<b>TOTAL\$</b>		

#### V. Project Financing Plan

Project Financing Plan	
Source	Amount (\$)
Municipal General Funds	
Liquid fuels tax	
Act 13 impact fees	
Grants (Dauphin County Gaming, MTF, etc.)	
Loan (Bank, PIB, Dauphin County Infrastructure Bank)	
Other	
<b>TISIP Grant Request</b>	
<b>TOTAL</b>	

**IMPORTANT: BUDGET FIGURES WILL BE REVIEWED AND UPDATED BY THE COUNTY ENGINEER POST-APPLICATION. THIS MAY RESULT IN DIFFERENT FINAL COSTS AND LOCAL MATCH REQUIRED. APPLICANTS SHOULD BE PREPARED TO CONTRIBUTE ADDITIONAL MATCH IF NEEDED BASED ON FINAL COST ESTIMATES. THESE COSTS WILL BE OUTLINED IN THE MUNICIPAL COST-SHARING AGREEMENT EXECUTED POST-AWARD.**

## VI. Certification

I, the undersigned representative of the Applicant, certify on behalf of the Applicant that the information contained in and provided with this TISIP Program Application is true and correct, and the Applicant submits said information knowing that Dauphin County will rely upon the same in processing and approving this Application.

Organization Name \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Please submit one (1) copy of the final completed and certified TISIP Program Application along with the required additional exhibits **by July 19, 2024 at 4PM** to:

**Hard Copy**  
TISIP Program  
c/o Doug Brown, Deputy Director  
Dauphin County Department of Community & Economic Development Corporation  
3211 North Front Street, Suite 301-C  
Harrisburg, PA 17110

Or

**PDF Email**  
[dbrown@dauphincounty.gov](mailto:dbrown@dauphincounty.gov)

All applicants are required to submit the following exhibits at the time of application:

- **Exhibit 1** – Project Description
- **Exhibit 2** – Municipal Resolution
- **Exhibit 3** – Sources of Funding Documentation
- **Exhibit 4** – Local Support Documentation
- **Exhibit 5** – Sample Municipal Cost Sharing Resolution – Information Only/Due Post-Award
- **Exhibit 6** – Sample Cost Sharing Agreement - Information Only/Due Post-Award

## **EXHIBIT 1– PROJECT DESCRIPTION – DUE WITH APPLICATION**

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Provide a detailed description of the project that includes the project need, objective, and expected outcomes. The project description should include the following:

- A detailed description of the project's purpose and need, type of project, and project scope;
- The specific location of the project site identified on a PennDOT County Type 10 map;
- Project schedule for the following project phases: preliminary engineering/environmental review, final design, utilities, right-of-way, construction, and construction engineering/inspection;
- List of all anticipate required permits;
- Description of project's impact on public safety; economic development benefits; new jobs to be created; and
- Project renderings, sketches, site plans, and similar documentation as available.

# **EXHIBIT 2– MUNICIPAL RESOLUTION – DUE WITH APPLICATION**

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RESOLUTION NO. \_\_\_\_\_

A Resolution of [INSERT MUNICIPAL APPLICANT’S NAME] authorizing the filing of an application for a Dauphin County Transportation Infrastructure Safety Improvement Program (TISIP) grant request of [INSERT AMOUNT OF REQUEST] to be used for [INSERT DESCRIPTION OF PROJECT] (hereinafter the “Project”).

**WHEREAS**, [INSERT MUNICIPAL APPLICANT’S NAME] (the “Applicant”) has the ability to request funding from the Transportation Infrastructure Safety Improvement Program to support the Project;

**WHEREAS**, [INSERT MUNICIPAL APPLICANT’S NAME] (the “Applicant”) recognizes the turnkey nature of the TISIP program and agrees to allow Dauphin County and its engineer to manage the entirety of the project to achieve economies of scale and ensure project delivery consistent with programs rules, including managing all pre-construction and construction phases of the project.

**NOW THEREFORE BE IT RESOLVED**, that [INSERT MUNICIPAL APPLICANT’S NAME] hereby authorizes the filing of an application for a Transportation Infrastructure Safety Improvement Program (TISIP) grant request of [INSERT AMOUNT OF REQUEST] to be used for infrastructure improvements associated with the Project.

**BE IT FURTHER RESOLVED**, that the Applicant does hereby designate [INSERT NAME OF MUNICIPAL OFFICIAL] as the official to execute all documents and agreements between [INSERT MUNICIPAL APPLICANT’S NAME] and Dauphin County to facilitate and assist in obtaining the requested loan.

**IN WITNESS THEREOF**, I affix my hand and attach the seal of [INSERT MUNICIPAL APPLICANT’S NAME], this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_

[NAME]

[TITLE]

Attest: \_\_\_\_\_

I, [OFFICIAL’S NAME], duly qualified [OFFICIAL’S TITLE] of [INSERT MUNICIPAL APPLICANT’S NAME], Dauphin County, Pennsylvania, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the [INSERT MUNICIPAL APPLICANT’S NAME] at a regular meeting held [INSERT DATE] and said Resolution has been recorded in the Minutes of the [INSERT MUNICIPAL APPLICANT’S NAME] and remains in effect as of this date.

\_\_\_\_\_  
[NAME]

[TITLE]

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**EXHIBIT 3 – SOURCES OF FUNDING DOCUMENTATION – DUE WITH APPLICATION**

Provide a funding documentation for each identified source as follows:

Municipal General Funds	Municipal Resolution
Liquid fuels tax	Municipal Resolution
Act 13 impact fees	Municipal Resolution
Grants (Dauphin County Gaming, MTF, etc.)	Grant Award Letter
Loan (Bank, PIB, Dauphin County Infrastructure Bank)	Loan Commitment letter include terms, rates, and collateral conditions



## **EXHIBIT 4 – LOCAL SUPPORT – DUE WITH APPLICATION**

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Include any supplemental documentation, such as newspaper article or letters of support, from the affected community, as well as any professional or expert studies, analyses, or support related to the project or its need, uses, or costs. Letters of support are encouraged.

# EXHIBIT 5: SAMPLE MUNICIPAL COST SHARING RESOLUTION – INFORMATIONAL ONLY – DUE POST-AWARD

RESOLUTION NO. \_\_\_\_\_

A Resolution of [INSERT MUNICIPAL APPLICANT'S NAME] authorizing [AUTHORIZED OFFICIAL'S NAME AND POSITION] TO APPROVE EXPENSES AND ACTIVITIES AS SET FORTH IN SECTION 4 OF THE DAUPHIN COUNTY TRANSPORTATION INFRASTRUCTURE SAFETY IMPROVEMENT PROGRAM (TISIP) INTERMUNICIPAL COST SHARING AGREEMENT BETWEEN THE [INSERT MUNICIPALITY NAME] AND THE COUNTY OF DAUPHIN FOR THE [INSERT NAME OF PROJECT] HEREINAFTER REFERRED TO AS THE "PROJECT."

WHEREAS, [INSERT MUNICIPAL APPLICANT'S NAME], (the "Participant"), was awarded a Transportation Infrastructure Safety Improvement Program Grant in the amount of [INSERT AMOUNT OF FUNDING] to support the Project, an amount equal to [ENTER PERCENTAGE AMOUNT OF GRANT] of total project costs; and

WHEREAS, the Participant is responsible to pay a local share of project costs equal to [ENTER PERCENTAGE OF LOCAL SHARE] or up to [\$[ENTER DOLLAR AMOUNT]] and

WHEREAS, total project costs are estimated to be [\$[INSERT DOLLAR AMOUNT]]; and

WHEREAS, the Participant recognized the turnkey nature of the TISIP Program and agrees to allow Dauphin County and its engineers to manage the entirety of the project to achieve economies of scale and ensure project delivery consistent with program rules, including managing all pre-construction and construction phases of the project; and

WHEREAS, the Participant intends to enter into an Intermunicipal Cost Sharing Agreement with the County of Dauphin outlining the terms and conditions of participation in the TISIP Program and administration of the Project;

NOW THEREFORE BE IT RESOLVED, that [INSERT MUNICIPAL APPLICANT'S NAME] hereby authorizes the filing of an application for a Transportation Infrastructure Safety Improvement Program (TISIP) grant request of [INSERT AMOUNT OF REQUEST] to be used for infrastructure improvements associated with the Project.

BE IT FURTHER RESOLVED, that the Participant [ENTER BOARD TITLE] hereby authorizes [ENTER TITLE AND NAME OF AUTHORIZED PERSON] to approve expenses and activities and execute all documents related thereto, as set forth in Section 4 of the Dauphin County Transportation Infrastructure Safety Improvement Program (TISIP) Intermunicipal Cost Sharing Agreement between the [INSERT MUNICIPALITY] and the County of Dauphin for the [INSERT PROJECT NAME].

IN WITNESS THEREOF, I affix my hand and attach the seal of [INSERT MUNICIPAL APPLICANT'S NAME], this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_

[NAME]

[TITLE]

Attest: \_\_\_\_\_

I, [OFFICIAL'S NAME], duly qualified [OFFICIAL'S TITLE] of [INSERT MUNICIPAL APPLICANT'S NAME], Dauphin County, Pennsylvania, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the [INSERT MUNICIPAL APPLICANT'S NAME] at a regular meeting held [INSERT DATE] and said Resolution has been recorded in the Minutes of the [INSERT MUNICIPAL APPLICANT'S NAME] and remains in effect as of this date.

\_\_\_\_\_  
[NAME]

[TITLE]

# EXHIBIT 6: SAMPLE MUNICIPAL COST SHARING AGREEMENT– INFORMATIONAL ONLY – DUE POST-AWARD

## DAUPHIN COUNTY TRANSPORTATION INFRASTRUCTURE SAFETY IMPROVEMENT PROGRAM (TISIP) INTERMUNICIPAL COST SHARING AGREEMENT DRAFT FOR INFORMATION PURPOSES ONLY

This Cost Sharing Agreement (“Agreement”), dated \_\_\_\_\_, 2023, is by and between, (MUNICIPALITY NAME) (“Municipality”), a [second class township] of Dauphin County, Pennsylvania, with a principal office at (ADDRESS), and the COUNTY OF DAUPHIN (“County”), a third class county of Pennsylvania, with a principal office at Dauphin County, 2 South 2<sup>nd</sup> Street, Harrisburg, Pennsylvania 17101 (together, the “Parties”).

**WITNESSETH:**

WHEREAS, County is undertaking a comprehensive program focused on transportation safety improvement projects of municipally-owned transportation infrastructure with identified deficiencies to encourage economic development and to ensure a safe and reliable system of transportation in the County; and

WHEREAS, County desires to complete safety improvement projects using a match of County and Municipality funds through the “Transportation Infrastructure Safety Improvement Program” (hereinafter, “TISIP”); and

WHEREAS, County and Municipality have determined that (PROJECT NAME) is in need of repair or replacement; and

WHEREAS, County and Municipality agree that (PROJECT NAME) should be one of the PROJECTs included in the TISIP; and

WHEREAS, the County has designated the Dauphin County Department of Community and Economic Development to administer the TISIP.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties, intending to be legally bound, agree as follows:

1. **Scope and Cost of Project:** County and Municipality agree that (PROJECT NAME) requires (DESCRIPTION OF IMPROVEMENT) (the “Project”) and agree to share in the actual costs associated with the Project as outlined in the table below. County will be responsible for (XX%) of the actual costs incurred in the Project. Municipality will be responsible for (XX%) of the actual cost incurred in the Project (the “Municipal Share”). The costs to be shared between the Parties include all phases of the Project, including, without limitation, design, utilities, right-of-way, and construction. The Parties acknowledge that the County’s engineer, Herbert, Rowland, & Grubic, Inc., has prepared a cost *estimate*, but that the Parties will only be required to share in the *actual* costs incurred in the Project, whether the actual costs exceed or are lower than the cost estimate.

Project Phase	County Share (XX%)	Municipality Share (XX%)	Total
Pre-construction			
Construction			
Total Project			

2. **Project Bundling:** County may bid out several similar projects in groups of contracts (“Bundle”) with the anticipation of achieving financial saving based on economies of scale. Municipality acknowledges that the Project may be one of several projects prepared and bid concurrently as a Bundle.

3. County's Responsibilities: County shall be responsible for completing all preconstruction activities for the Project, including but not limited to design, right of way acquisition, and utility relocation. County will further be responsible for bidding and administering the Bundle that includes the Project.

County will provide Municipality with the following pre-construction deliverables for Municipality's review, input, and approval, which approval will not be unreasonably denied, conditioned or delayed:

- f. Preliminary Plans and Cost Estimate;
- g. Permits;
- h. Utility Agreements (if required);
- i. Right-of-Way Plan (if required);
- j. Final Plan, Specifications, and Estimate

4. Municipality's Responsibilities:

- a. Funding Sources: By executing this Agreement, Municipality commits local funding for its share of the cost of the Project as outlined in Section 1 of this Agreement and represents that Municipality has or will have funds budgeted for its share of the Project costs, proof thereof to be provided at the time of executing this Agreement as described in Section 4.f. of this Agreement and set forth on Exhibit A attached hereto and made part of hereof. Municipality will provide its share of the Project costs to County in accordance with the process outlined in Section 5 of this Agreement.
- b. Approval of Expenses: Municipality will be provided with actual proposals, appraisals, bids, change orders (if necessary), and other documents reflecting the actual costs to be incurred for the Project. Municipality hereby approves, without further notice or consent, all expenses up to 10% over the planning level cost estimates as outlined in Section 1 of this Agreement.

Municipality is required to provide written approval within 30 days of any expense that increases the cost of the project greater than 10% of the planning level costs estimates outlined in Section 1 of this Agreement. Any such expenses not approved in writing by Municipality within 30 days of receipt, shall be deemed approved by Municipality. Cost sharing for such increases will follow the procedures of Section 6 of this Agreement.

- c. Approval of Preconstruction Deliverables: Municipality shall provide written approval of all preconstruction deliverables outlined in Section 3 of this Agreement. Deliverables not approved in writing within 30 days of receipt, shall be deemed approved.
- d. Bidding: Municipality acknowledges that County is responsible for bidding the Project or a Bundle which includes the Project, and Municipality hereby authorizes County to award the contract to the responsible and responsive low bidder. Municipality also hereby authorizes County to be the contracting entity with the bidder that is selected. County will follow applicable federal, state, county, and municipal requirements in its execution of bidding responsibilities.
- e. Liability for Re-Bidding Costs: In the event that the Project must be rebid, as a result of Municipality's refusal to approve the bidder selected by County or because Municipality withdraws from the TISIP for any other reason after having given written approval of the preconstruction deliverables, Municipality acknowledges that the Project may have to be rebid, resulting in added cost and expense to County and/or other TISIP participants that may have projects in a Bundle.

If any rebidding is required because of Municipality's conduct described above, Municipality agrees to pay County (1) the cost of re-bidding the Project and/or Bundle with the Project excluded, which cost includes, but is not limited to advertising costs and County staff time and (2) the net cost different between the original bid and the subsequent bid if it is rebid and the Project is retained as part of the TISIP. Municipality also agrees to pay the cost of re-bidding the Project, if the Parties later decide to rebid the Project.

- f. Escrow Account: No later than one (1) month from the date hereof, the Municipality shall establish in its name an Escrow Account with a bank or bank and trust company authorized to do business in the Commonwealth of Pennsylvania (the "Escrow Account") and shall deposit into such Escrow Account sufficient funds to pay for the Municipal Share, and any other amounts that may become due pursuant to this Agreement, as set forth in Section 1 of this Agreement. Proof of the Escrow Account shall be

sent to George Connor, Executive Director, Dauphin County Department of Community and Economic Development at gconnor@dauphincounty.gov.

The Municipality certifies that the information provided in Exhibit A relating to the Escrow Account accurately describes (i) the source(s) of funds that have been committed to funding the Municipal Share and (ii) the anticipated date in which funds from those sources will be deposited into the Escrow Account. As long as this Agreement is in effect, the County may reasonably request the Municipality to provide proof of the Escrow Account and the funds deposited therein. Until this Agreement is terminated, the Municipality agrees that any funds in the Escrow Account shall be used solely for the benefit of financing the Municipal Share and for paying any other amounts that may become due pursuant to this Agreement. Failure to open the Escrow Account within one (1) month of the date hereof shall be considered a Default under Section 14 herein. The requirements contained in this subparagraph (f) may be waived by the TISIP Advisory Committee. To request such a waiver, email George Connor, Executive Director, Dauphin County Department of Community and Economic Development at gconnor@dauphincounty.gov no later than [two weeks after the Agreement Date] requesting the waiver and providing supporting documentation. Such requests will be considered on a case-by-case basis by the TISIP Advisory Committee.

5. Project Cash Flow Model: County will cash flow the Project as follows. County will pay monthly contractor invoices in full upon receipt. County will then invoice Municipality its proportionate share of each contractor invoice according to the applicable project phase as shown in Section 1.

Municipality will pay each invoice from County within 45 days of receipt (the “Due Date”). Timely payment of invoices is a condition of this Agreement. Failure to pay any invoice in full by the Due Date will be considered substantial noncompliance with the terms of this Agreement and a Default under Section 14. If invoice is not paid in full on or prior to the Due Date, then the Municipality shall pay to the County a late charge equal to the greater of five percent (5.00%) of the amount of such invoice or \$25.00 (the “Late Charge”). If at any time an invoice remains unpaid for a period in excess of 30 days past the Due Date, interest of the rate of 1.5% per month will be charged on past-due accounts, such amount to not exceed the maximum amount permitted by law (the “Default Rate”).

Both the Late Charge and the Default Rate are imposed as liquidated damages for the purposes of defraying the County’s expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the County’s exercise of any rights and remedies hereunder, or under applicable law, and any fees and expenses of any agents or attorneys which the County may employ. The Municipality agrees that the Late Charge and the Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the County, and that actual harm incurred by the County cannot be estimated with certainty and without difficulty.

6. Liability for Project Cost Increases:

- a. Project cost increases due to change orders or other unforeseen circumstances will be split according to the cost shares outlined in Section 1.
- b. Project cost increases due to a Project work stoppage, which Project work stoppage is the direct result of any action or inaction taken by the Municipality, or the Municipality’s failure to otherwise comply with the requirements provided herein, including the requirements to make timely payments as set forth in Section 5, will be paid entirely by the Municipality.

7. Use of Eminent Domain: County and Municipality commit to the use of eminent domain, if necessary, which shall be implemented only as a last resort to secure the requisite right-of-way and/or easements. Municipality agrees to own and maintain any new right-of-way required by the Project and agrees to pay the costs of condemnation with the costs being allocated according to the preconstruction phase cost sharing outlined in Section 1.
8. Noncompliance with the Agreement: In the event of a Default or if the Municipality is otherwise in substantial noncompliance with any term of this Agreement, the County reserves the right to:

- a. Terminate the Agreement and require the Municipality to immediately reimburse the County for any and all funds paid by or due to the County pursuant to this Agreement, including the County's share of the costs as set forth in Section 1 and any interest that may have accrued pursuant to Section 5 of the Agreement;
- b. Debar the Municipality from other County grant and loan programs; and
- c. Pursue all corrective remedies at law or in equity, including but not limited to Project work stoppage.

The Municipality will be responsible for all costs incurred by the County in enforcing the terms of this Agreement and pursuing any corrective remedy, including any reasonable attorney fees. The remedies set forth in this Section are cumulative and enforceable alternatively, successively or concurrently and such remedies are not exclusive of any rights or remedies which the County may otherwise have. The failure of the County at any time or times to enforce its right under this Section, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Agreement or as having in any way or manner modified or waived the same.

9. Term: Except as otherwise set forth herein, this Agreement shall be effective as of the date of the full execution of this Agreement and shall continue to be in force until the completion of the Project unless revoked or otherwise terminated in accordance with this Agreement.
10. Risk Allocation / Force Majeure: Neither party to this Agreement assumes a risk of any event, foreseeable or unforeseeable and beyond the reasonable control of either party, that has a material effect upon the performance of the subject matter of this Agreement, including but not limited to fire, flood, natural disaster, strike of its personnel, war, insurrection, riot, the declaration of a state or national emergency, acts of civil or military authorities, acts of God or the public enemy, acts of terrorism, epidemic, pandemic, or any other event, like or unlike these events, that renders performance impracticable. Upon such an event County may, in its sole discretion, suspend, cancel or terminate this Agreement in whole or in part at any time, without payment to Municipality. This provision supersedes any provision herein to the contrary. Additionally, the Parties agree that upon such an event each will continue to be responsible for its respective share of any Project costs incurred up until that time and any cost incurred as a result of such an event, including but not limited to clean up and repair.
11. Indemnification: Municipality will indemnify and hold the County, the members of the Board of Commissioners, the County's officers, employees, representatives and agents, (the "County Indemnified Parties") harmless from and against any loss, cost, damage or expense of any kind whatsoever arising from, out of, or in connection with the Project, the performance of services upon the Project or otherwise related to this Agreement, including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or otherwise, and shall defend, at the County's election, any and all actions brought against the County Indemnified Parties upon such claims or demands.
12. Insurance: It is understood and agreed that Municipality's standard liability insurance policies shall protect, or shall be endorsed to protect, the County without restriction, from claims of bodily injury and/or property damage arising out of any activities performed by the Municipality or its employees or agents under this Agreement, including claims by business and non-business invitees, and involving their property and all other property sustaining damage as a direct or indirect result of the undertaking of the Project, when validly present on Municipality's premises, whether or not actually engaged in the Project, at the time the claim inures. Such policies shall not include any provision limiting the then existing sovereign immunity of the County or of its agents or employees. Municipality shall furnish to the County a copy of the liability policy endorsing the County as an Additional Insured without restriction at execution of this Agreement.
13. Representations and Warranties: Intending to be legally bound hereby, Municipality represents and warrants to the County that:

- a. Municipality is a public body, duly organized and existing under the laws of the Commonwealth and is authorized and empowered to undertake and complete the Project.
  - b. Municipality is authorized and empowered to enter into this Agreement and to carry out its obligations hereunder.
  - c. By resolution or other proper action of its governing body, Municipality has duly authorized the Municipal [Manager or other] to approve expenses and preconstruction activities as set forth under Section 4 above. The Municipality's resolution is attached hereto as Exhibit B.
  - d. The undertaking and completion of the Project and the execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with or constitute on the part of the Municipality a violation of, breach of or default under any law, indenture, mortgage, deed of trust, note or other agreement or instrument to which Municipality is bound or, to the knowledge of the Municipality, any order, rule or regulation of any court or governmental agency or body having jurisdiction over Municipality or any of its activities or properties; and all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the Project have been obtained or will be obtained in due course; and Municipality will comply with all applicable laws, regulations and procedures in undertaking all aspects of the Project.
  - e. There is no action, suit, proceeding or investigation at law or in equity pending against the Municipality by or before any court or public agency or, to the knowledge of the Municipality, any basis therefor, wherein any unfavorable decision, ruling or finding would adversely affect the validity or efficacy of this Agreement, or any agreement or instrument to which the Municipality is a party and which is used or contemplated for use in connection herewith or with the Project.
  - f. No legislation has been enacted which in any way adversely affects the execution and delivery of this Agreement by the Municipality, or the creation, organization or existence of the Municipality or the titles to office of any officers thereof, or the power of the Municipality to undertake and complete the Project and otherwise to carry out its obligations under this Agreement.
  - g. Municipality is not a party to any indenture, loan or credit agreement or any other agreement, resolution, contract, instrument, pension plan, pension trust, employee benefit or welfare plan, or subject to any restriction which may reasonably be expected to have an adverse effect on its ability to carry out its obligations under this Agreement.
14. **Default:** Any breach of performance of any term, provision or condition of this Agreement, or any material misrepresentation made by the Municipality herein or in connection with TISIP, shall constitute a default under this Agreement ("Default").
15. **Independent Entities:** Each party to this Agreement shall be responsible for its individual contribution and no party shall be responsible for the contribution of any other party hereto. Notwithstanding anything contained herein, each of the parties hereto are and shall remain independent contractors and this Agreement shall not create any employment, agency, partnership, or joint venture relationship, and, no party hereto may incur debts or financial obligations in the name of any other party hereto.
16. **Performed According to Law:** All activities performed by and party hereunder shall be performed in accordance with all applicable statutes and ordinances and in conformity with law. By execution hereof, the undersigned indicate that they have followed all necessary procedures, laws, and rules for binding the entity with which they are identified in this Agreement.
17. **Governing Law:** This Agreement shall be construed and governed pursuant to the laws of the Commonwealth of Pennsylvania pursuant to the execution of this Agreement in said jurisdiction. Any choice of laws issues shall be deemed to utilize the choice of laws rules of the Commonwealth of Pennsylvania. Any dispute arising from this Agreement shall be heard in the Court of Common Pleas of Dauphin County.

18. Severability: All Agreements, provisions and covenants contained in this Agreement are severable, and in the event any of them are held to be invalid by any competent court, this Agreement will be interpreted as if the invalid agreements, provisions or covenants were not contained in this Agreement.
19. Integration: This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and cancels, supersedes and terminates all prior agreements, contracts, understandings, negotiations, and other arrangements between the parties whether written or oral or partly written and partly oral.
20. Amendment/Waiver: Any alterations, variations, modifications, amendments, waivers or additional provisions to this Agreement will be valid only when reduced to writing, duly signed by all parties, and attached hereto. No oral amendment or waiver shall be effective, and this provision may not be orally amended or waived. The parties hereto further agree that any particular course of performance may not be used by any trier-of-fact to imply or infer a modification of this Agreement.
21. Strict Enforcement: The delay or failure of the County to strictly enforce any provision of this Agreement will not bar the Counties from any subsequent enforcement of any right, remedy or legal cause of action.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have caused this Agreement to be duly executed on their behalf by their authorized officers and applicably attested, all as of the day and year first above written.

ATTEST:

COUNTY OF DAUPHIN  
BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
J. Scott Burford  
Chief Clerk/Chief of Staff

By: \_\_\_\_\_  
George P. Hartwick, III, Chairman

(SEAL)

By: \_\_\_\_\_  
Justin Douglas, Vice Chairman

By: \_\_\_\_\_  
Mike Pries, Secretary

ATTEST:

[MUNICIPALITY]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_

(SEAL)

By: \_\_\_\_\_

By: \_\_\_\_\_



**EXHIBIT A**

*To be Completed by the Municipality*

Funding Source	Amount of Funding Source Committed to the Municipality's Share	Anticipated Date that Funding will be Deposited in the Escrow Account	Proof of Funding Availability (commitment letter, board authorization, etc.)

**EXHIBIT B**

SAMPLE

# REMINDER

Please submit one (1) copy of the final completed and certified TISIP Program Application along with the required additional exhibits **by July 19, 2024 at 4PM** to:

**Hard Copy**

TISIP Program

c/o Doug Brown, Deputy Director

Dauphin County Department of Community & Economic

Development Corporation

3211 North Front Street, Suite 301-C

Harrisburg, PA 17110