

LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA

Wednesday, May 20, 2020

9:15 a.m. – Conducted Remotely Via Lifesize™ Application



The Commissioners' Public Meetings are currently being conducted remotely during the COVID-19 pandemic State of Emergency declaration. The public is invited to view and participate in a live, moderated broadcast. Public is encouraged to submit questions for the Board in advance of the meeting by e-mailing commissioners@co.lancaster.pa.us. In addition, during the meeting livestream, the public is also invited to submit questions by following the link <https://stream.lifesizecloud.com/extension/1428173/d5548e95-91e3-4345-84d3-cf20c482d12> to view and participate in the meeting. Please sign in with your first and last name and include municipality as well. Due to a slight delay during the broadcast, submitting questions online as early as possible is strongly encouraged..

1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Joshua G. Parsons.
2. Pledge of Allegiance
3. Minutes as Distributed: Approval of the March 11, 2020 Commissioners' Meeting Minutes, April 1, 2020 Commissioners' Meeting Minutes and April 22, 2020 Commissioners' Meeting Minutes. Approval of the March 10, 2020 Work Session Minutes. Postpone approval of the April 15, 2020 Commissioners' Meeting Minutes, May 6, 2020 Commissioners' Meeting Minutes and May 13, 2020 Commissioners' Meeting Minutes.
4. Executive Session Announcement
5. Old Business:
 - a. **Re-announcement:**
The County Commissioners' Work Session scheduled for May 26, 2020 at 10:00 a.m. has been cancelled.
 - b. **Resolution No. 39 of 2020 – Extension of Base Period for 2020 County Real Estate Taxes**
Christina Hausner, County Solicitor
Amber Martin, County Treasurer

"continued"

c. **Resolution No. 40 of 2020 – Authorizing the Request for Stay and Continuance of 2020 Upset Tax Sales**

Christina Hausner, County Solicitor

Amber Martin, County Treasurer

6. New Business:

a. **Announcements:**

- The County Commissioners' Work Session scheduled for Tuesday, June 2, 2020 at 10:00 a.m. has been cancelled.
- The Evening County Commissioners' Meeting scheduled for Wednesday, June 17, 2020 at 7:00 p.m. at Sadsbury Township Municipal Building has been cancelled and will be rescheduled at a later date.

b. **Facilities Management – Installation of Desk Mounted Shields and Guarded Barriers at Adult Probation and Parole Office and Installation of Desk Mounted Shields at Juvenile Probation Office**

Bob Devonshire, Interim Director, Facilities Management

c. **Agreement with Lancaster General Hospital to Provide COVID-19 Contact Tracing and Testing**

Christina Hausner, County Solicitor

Dr. Michael Ripchinski, Chief Clinical Officer, Lancaster General Health

d. **Agreement with the Lancaster Chamber of Commerce and the Economic Development Company of Lancaster to Provide Services Related to COVID-19 Economic Recovery Plan**

Christina Hausner, County Solicitor

Tom Baldrige, President and CEO, Lancaster Chamber of Commerce

Lisa Riggs, President, Economic Development Company of Lancaster County

7. Business from Guests – Public Questions and Comments

8. Adjourn

RESOLUTION NO. 39 OF 2020

Extending the period in which 2020 real estate taxes may be paid at the base rate through November 30, 2020

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, the Governor of Pennsylvania issued a Proclamation of Disaster Emergency on March 6, 2020, pursuant to the Emergency Management Services Code, 35 Pa.C.S.A. § 7101 et seq., based upon the imminent threat of COVID-19 (novel coronavirus) pandemic; and

WHEREAS, the Governor has ordered, by and through such Proclamation and subsequent actions, the closure of all Pennsylvania schools and non-life-sustaining businesses for an indefinite period; and

WHEREAS, the Governor has further urged all governing bodies and executive officers of all political subdivisions affected by this emergency to act as necessary to meet the current exigencies as legally authorized under the Proclamation; and

WHEREAS, the County of Lancaster issued a Declaration of Disaster Emergency through adoption of Resolution No. 25 of 2020 on March 17, 2020, and most municipalities within Lancaster County have adopted similar Declarations of Disaster Emergency as a result of the COVID-19 pandemic, authorizing officials to act as necessary to meet the current exigencies of this emergency; and

WHEREAS, in this time of mandatory business closures, widespread unemployment and uncertainty in the financial markets, the livelihoods of many constituents, residents, and taxpayers in Lancaster County have been greatly diminished and are otherwise economically disadvantaged; and

WHEREAS, federal, state and local income tax deadlines have been postponed; and

WHEREAS, the Local Tax Collection Law, 72 P.S. 5511.10, provides that the rates of discounts and penalties on real estate taxes shall be established by the taxing district; and

WHEREAS, in accordance with the provisions of the Local Tax Collection Law, taxing districts in Lancaster County have established two percent (2%) as the discount if taxes are paid by April 30, 2020 and ten percent (10%) as the penalty if taxes are paid after June 30, 2020; and

WHEREAS, for payments related to taxable year 2020, the County desires to mitigate the economic impact of COVID-19 on County taxpayers by using its statutory discretion to reduce penalties for late tax payments and by extending the period in which property taxes may be paid at the base amount; and

WHEREAS, recently enacted legislation provides authority to a taxing district to deal with the taxation of all real property during the COVID-19 disaster emergency, specifically to waive any fee or penalty otherwise associated with the late payment of the tax, Act of April 20, 2020, P.L. ____, No.15 (SB 841), 35 Pa.C.S.A. § 5711 et seq.; and

"continued"

WHEREAS, said legislation at 35 Pa.C.S.A. § 5713 directs that any taxing entity shall deliver the Resolution of the governing body to the tax collector for the taxing district.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA that the period in which the base amount of County real property taxes may be paid without penalty shall be extended until November 30, 2020. Taxes paid after November 30, 2020 shall be subject to the previously determined ten percent (10%) penalty rate. Accordingly, the Lancaster County Treasurer is directed to waive payment of any penalty rate for County real estate taxes paid during the period June 30, 2020 through November 30, 2020.

AND BE IT FURTHER RESOLVED, that nothing herein shall be construed as to affect or modify any existing tax levied upon real estate within Lancaster County, nor shall it be intended to affect the existence of any past due taxes, penalties, or interest thereon for real estate taxes owing prior to date of this Resolution, which is prospective only, and only in effect for 2020 real estate tax.

AND BE IT FURTHER RESOLVED, that the Chief Clerk deliver this Resolution to the County Treasurer who collects County real estate taxes.

ADOPTED this 20th day of May, 2020 by the Board of Commissioners of the County of Lancaster, Pennsylvania in lawful session duly assembled.

ATTEST:

Lawrence M. George, Chief Clerk
County of Lancaster, PA
Date: May 20, 2020

Joshua G. Parsons, Chairman

Ray D'Agostino, Vice Chairman

Craig E. Lehman

**Board of Commissioners of
Lancaster County, Pennsylvania**

5/20/20

RESOLUTION NO. 40 OF 2020

Authorizing the Request for Stay and Continuance of 2020 Upset Tax Sales

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, the Governor of Pennsylvania issued a Proclamation of Disaster Emergency on March 6, 2020, pursuant to the Emergency Management Services Code, 35 Pa.C.S.A. § 7101 et seq., based upon the imminent threat of COVID-19 (novel coronavirus) pandemic; and

WHEREAS, the Governor ordered, by and through such Proclamation and subsequent actions, the closure of all Pennsylvania schools and non-life-sustaining businesses for an indefinite period; and

WHEREAS, the County of Lancaster issued a Declaration of Disaster Emergency through adoption of Resolution No. 25 of 2020 on March 17, 2020, and most municipalities within Lancaster County have adopted similar Declarations of Disaster Emergency as a result of the COVID-19 pandemic, authorizing officials to act as necessary to meet the current exigencies of this emergency; and

WHEREAS, pursuant to the Real Estate Tax Sale Law, the Lancaster County Tax Claim Bureau (hereinafter the "Bureau") is required to expose certain real estate tax parcels to Upset Tax Sales which are presently scheduled to be held September 21, 2020, at 9:30 a.m. in the Lancaster County Government Center, 150 N. Queen Street, Room 102, Lancaster, Pennsylvania; and

WHEREAS, in this time of mandatory business closures, widespread unemployment and uncertainty in the financial markets, the livelihoods of many constituents, residents, and taxpayers in Lancaster County have been greatly diminished and are otherwise economically disadvantaged; and

WHEREAS, federal, state and local income tax deadlines have been postponed; and

WHEREAS, the municipalities in which the real estate tax parcels to be exposed to the 2020 Upset Tax Sales listed in the attached Petition believe that the effects of the COVID-19 pandemic and resulting economic loss warrant a continuance of the 2020 Upset Tax Sale.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA that the County of Lancaster Tax Claim Bureau join with the Lancaster County municipalities set forth in the attached petition in requesting that the Upset Tax Sales of the parcels on the 2020 Upset Tax Sale List be stayed and continued for a period not to exceed one year from the time fixed pursuant to 72 P.S. §5860.601(a) for such Upset Sales; and

AND BE IT FURTHER RESOLVED that the Solicitor for the Tax Claim Bureau be authorized to file such Petition seeking such relief with the Lancaster County Court of Common Pleas.

"continued"

ADOPTED this 20th day of May, 2020 by the Board of Commissioners of the County of Lancaster, Pennsylvania in lawful session duly assembled.

ATTEST:

Lawrence M. George, Chief Clerk
County of Lancaster, PA
Date: May 20, 2020

Joshua G. Parsons, Chairman

Ray D'Agostino, Vice Chairman

Craig E. Lehman

**Board of Commissioners of
Lancaster County, Pennsylvania**

5/20/20

IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

IN RE: Lancaster County Tax Claim :
Bureau Upset Tax Sales to be held on : No.
September 21, 2020 :

JOINT PETITION TO STAY 2020 UPSET TAX SALES
PURSUANT TO 72 P.S. §5860.601(c)

1. Petitioners are the County of Lancaster, Pennsylvania and the below identified taxing authorities of the political subdivisions within Lancaster County, Pennsylvania (hereinafter collectively referred to as “Petitioners”); specifically:

Akron Borough, Bart Township, Caernarvon Township, Christiana Borough, Clay Township, East Cocalico Township, West Cocalico Township, Colerain Township, Columbia Borough, Conoy Township, Denver Borough, East Donegal Township, West Donegal Township, Drumore Township, East Drumore Township, Earl Township, East Earl Township, West Earl Township, East Petersburg Borough, Eden Township, Elizabethtown Borough, Ephrata Borough, Fulton Township, East Hempfield Township, West Hempfield Township, East Lampeter Township, West Lampeter Township, Lancaster City, Lancaster Township, Leacock Township, Upper Leacock Township, Lititz Borough, Little Britain Township, Manheim Borough, Manor Township, Marietta Borough, Martic Township, Millersville Borough, Mount Joy Township, Mountville Borough, Penn Township, Providence Township, Quarryville Borough, Sadsbury Township, Salisbury Township, Strasburg Borough, Strasburg Township, Terre Hill Borough, Warwick Township, Ephrata Township, New Holland Borough,

and

Cocalico School District, Columbia School District, Donegal School District, Eastern Lancaster County School District, Elizabethtown Area School District, Ephrata Area School District, Hempfield School District, Lampeter-Strasburg School District, Manheim Central School District, Manheim Township School District, Penn Manor School District, Pequea Valley School District, School District of Lancaster, Warwick School District, and Octorara School District

2. Pursuant to the Real Estate Tax Sale Law, the Lancaster County Tax Claim Bureau (hereinafter the “Bureau”) is required to expose certain real estate tax parcels to Upset Tax Sales

which are presently scheduled to be held September 21, 2020, at 9:30 a.m. in the Lancaster County Government Center, 150 N. Queen St., Rm. 102, Lancaster, PA.

3. A list of the current tax parcels to be exposed to the aforementioned Upset Tax Sales is attached hereto and incorporated herein by reference as Exhibit “A” (the “2020 Upset Tax Sale List”).

4. Based in part upon the present recommendations of the Centers for Disease Control and Prevention regarding COVID-19, the Order of the Governor of the Commonwealth of Pennsylvania Regarding the Closure of All Business that are not Life Sustaining dated March 19, 2020 as amended/extended, the March 16, 2020 Order of the Pennsylvania Supreme Court declaring a general, statewide judicial emergency and this Court’s March 17, 2020 Declaration of Judicial Emergency for the Second Judicial District as amended, Petitioners herein jointly request that this Court stay the 2020 Upset Tax sales of the parcels currently on the 2020 Upset Tax Sale List.

5. This Court has the authority and jurisdiction to enter the stay requested herein pursuant to 72 P.S. §5860.601(c).

6. Petitioners further jointly request that the Upset Tax Sales of the parcels on the 2020 Upset Tax Sale List be stayed for a period not to exceed one year from the time fixed pursuant to 72 P.S. §5860.601(a) for such Upset Sales.

WHEREFORE, the Petitioners herein jointly and respectfully request that the Court: 1) enter a stay of the Upset Tax Sales for the parcels on the 2020 Upset Tax Sale list; and 2) continue the Upset Tax Sales for the parcels on the 2020 Upset Tax Sale list for a period not to exceed one year from the time frame fixed pursuant to 72 P.S. §5860.601(a) for such Upset Sales.

Respectfully Submitted,

Date: _____

By:

Robert S. Cronin Jr., Esquire
Attorney I.D. No. 87810
Nikolaus & Hohenadel, LLP
212 N. Queen Street
Lancaster, PA 17603
(717) 299-3726
Solicitor for the Lancaster County
Tax Claim Bureau

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

Proposal With:

Benjamin Roberts, Ltd.
Lancaster, Pennsylvania

Purpose:

To provide and install 132 desk mounted shields and guard barriers at several service counter areas at the Adult Probation and Parole Offices located at 40 East King Street and to provide and install 38 desk mounted shields at the Juvenile Probation Offices located at the Courthouse. These measures will provide an increased level of social distancing and guarding against potential cross contamination of the COVID-19 virus.

Amount:

\$52,886.00 (100% CARES Act funding).

This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.

COVER SHEET FOR

CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.

Submitted by: Name and Title: Robert Devonshire, Interim Director of Facilities
Department: Facilities Management
Date: May 15, 2020

Board Action Requested:

(Specify Agreement, Amended Agreement, Grant App.,
Change Order, Bid Award etc.)

Approval of proposal from Benjamin Roberts, Ltd. to provide and install COVID-19 shields on desks at Adult Probation & Parole and Juvenile Probation & Parole.

Provider Information: (Name, Address):

Benjamin Roberts, Ltd.

240 North Prince Street

Lancaster, PA 17603

Proposed Program Budget Information:

Service	2020/2021 Amount to be Approved	2019/2020 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Requesting \$52,866.00 of CARES Act Funds	\$52,866.00				100% CARES Fund

Term of Contract:

Budget Comments:

CARES Fund

Program Information/Description of Service:

Proposal for Benjamin Roberts, Ltd. to provide and install 132 desk mounted shields on Adult Probation and Parole officer's desks, provide and install barriers between several service counter locations at 40 East King Street and provide and install 38 desk mounted shields on Juvenile Probation and Parole officer's desks. This will provide an increased

level of social distancing and guarding against potential cross contamination of the COVID-19 virus.

Complete sections pertaining to bid awards and Request for Proposals:

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source
1	Yes			CARES Act Funds

Complete Sections Pertaining to Construction Projects:

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source

Date you would like the County Commissioners'

May 6, 2020

To take official action on this item?:

Who will be in attendance at the County Commissioners' Work Session? Please include name and title:

Robert Devonshire, Facilities Management Interim Director

Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:

Robert Devonshire, Facilities Management Interim Director; Mark Wilson, Adult Probation & Parole; Cheri Modene, Juvenile Probation & Parole

This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request. When there is a holiday, the request must be submitted no later than 12:00 noon on the Tuesday prior to the Meetings.



Making Your Space Your Place.

Revised Proposal

Benjamin Roberts, Ltd
240 North Prince St
Lancaster, PA 17603-3528
Phone: 717.291.1001
Web: www.benjaminrobertsltd.com

Order Number	8036
Date	05/15/2020
Customer PO No	
Customer Name	County Of Lancaster
Salesperson	Jim Brown
Project Number	
Terms	NET 30
Page	1 of 2

T County Of Lancaster
O 150 N Queen ST
Lancaster, PA 17603

ATTN: Bob Devonshire
Phone: 717-299-8323
Email: DevonshB@co.lancaster.pa.us

S County of Lancaster
H 40 East King St
I Offices of Adult Probation
P Lancaster, PA 17602
T
O ATTN: Mark Wilson
Phone: 717-735-2197
Email: WilsonM@co.lancaster.pa.us

*COVID BARRIERS IN OFFICES *

Make Purchase Order out to Benjamin Roberts Ltd

Description	Extended Amount
PRIVATE OFFICE DESK TOP BARRIERS	51,850.00

Line	Qty	Description	Unit Price	Extended Amount
1	170.00 Each	TTSG-CLR-3036-AA-T 30" Wide x 36" high Terrace Sneeze Guard Barrier with 4" access at bottom Clear Acrylic / AA Satin Aluminum frame and T top Plate screw attachment	305.00	51,850.00

Description	Extended Amount
FRONT COUNTER DIVIDERS	1,016.00

Line	Qty	Description	Unit Price	Extended Amount
2	4.00 Each	CUSTOM 36" Wide x 10" High Protective Screen Clear Acrylic / with screw down Panel top mount	132.00	528.00
3	4.00 Each	CUSTOM 30" Wide x 20" High Protective Screen Clear Acrylic / with screw down Panel top mount	122.00	488.00

Order Sub-Total : \$52,866.00

TOTAL ORDER : \$52,866.00

Required Deposit 75.0% : \$39,649.50

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Due to the everchanging situation with COVID19 we are temporarily requiring a 75% deposit due at time of order placement. We understand these are difficult times for everyone and we are looking forward to getting back to normal operations and procedures.

Stay well

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.

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



Making Your Space Your Place.

Revised Proposal

Benjamin Roberts, Ltd
240 North Prince St
Lancaster, PA 17603-3528
Phone: 717.291.1001

Web: www.benjaminrobertsltd.com

Order Number	8036
Date	05/15/2020
Customer PO No	
Customer Name	County Of Lancaster
Salesperson	Jim Brown
Project Number	
Terms	NET 30
Page	2 of 2

Terms and Conditions

The terms and conditions of sale governing the goods and services described in this Proposal are all of the terms and conditions set forth in any writing originated by Benjamin/Roberts, Ltd. (the "Seller"). To the extent that any terms and conditions proposed in any writing originated by the customer/purchaser (the "Purchaser") are different from, conflict with or add to the Seller's, such different, conflicting or additional terms and conditions shall be deemed to materially alter the terms and conditions of the parties' agreement and are hereby objected to and rejected by the Seller. Without limitation, all sales and services delivered by Seller are subject to the following:

Price Quotation. Prices contained in this proposal are guaranteed for thirty (30) days from the date first indicated above, unless extended by Seller in writing.

Specially Ordered Merchandise. All merchandise covered by this proposal is being specially ordered from the manufacturer and is not returnable or cancelable for refund or credit unless defective. Claims for defects will not be considered unless made within 15 days from receipt of shipment. Seller's liability for loss of goods sold due to casualty or destruction ceases absolutely upon delivery to the carrier for transportation to the Purchaser. Purchaser is responsible for filing any claims against the carrier.

Terms of Payment. Payment of all invoices is due thirty (30) days from date of invoice.

Late Charge. Purchaser agrees to pay a late charge at the rate of 1 1/2 % per month (18% annual percentage rate) on all past due invoice balances.

Costs of collection/attorneys' fees. In the event payment is not received and Purchaser's account is referred for collection, whether or not legal proceedings are instituted, Purchaser agrees to pay all costs of collection including, without limitation, reasonable attorneys' fees and costs of suit.

Choice of Law / Venue for Resolution of Disputes. The validity, interpretation and performance of the agreement between Seller and Purchaser evidenced by this Proposal and any dispute arising under, pursuant to or in connection with the execution, performance or termination of such agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to any conflicts of law principles. The sole and proper venue for any dispute arising out of the business or credit relationship resulting from the transactions evidenced by this Proposal shall be the Court of Common Pleas of Lancaster County, Pennsylvania, and the United States District Court for the Eastern District of Pennsylvania, depending upon (i) which has the appropriate subject matter jurisdiction and (ii) the amount in controversy. Applicant hereby agrees to the personal jurisdiction of said courts and waives any objection to personal jurisdiction including, without limitation, objection based upon inconvenience of forum.

Force Majeure. Seller shall have no liability for delay, non-delivery or other consequence in the event of war, riot, fire, flood, acts of God, court order, strike, work stoppage, act of government or other causes beyond Seller's control.

Disclaimer of Warranties. Seller shall use its best reasonable efforts to obtain from its suppliers for the direct benefit of both Seller and Purchaser such warranties as normally are offered by such suppliers in connection with the goods being supplied by them. Seller shall give Purchaser all reasonable assistance as may be required to enforce such warranties. EXCEPT FOR THE FOREGOING, SELLER HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES REGARDING GOODS AND SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTIES AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP AND THE WARRANTY AGAINST REDHIBITORY DEFECTS. WITH REGARD TO ANY AND ALL GOODS PURCHASED PURSUANT TO OR IN CONNECTION WITH THIS PROPOSAL, SELLER HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES THAT GOODS WILL CONFORM TO SPECIFICATIONS, DESIGNS OR SAMPLES AND WARRANTIES AGAINST PATENT, COPYRIGHT, TRADEMARK AND ANY OTHER TYPES OF INTELLECTUAL PROPERTY RIGHT INFRINGEMENT UNDER THE LAWS OF ANY NATION INCLUDING, WITHOUT LIMITATION, THE LAWS OF THE UNITED STATES OF AMERICA.

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

Services Agreement With:

Lancaster General Hospital (LGH)
Lancaster, Pennsylvania

Purpose:

To provide COVID-19 contact tracing and testing as described more fully in "Attachment A – Description of Services" of the attached Services Agreement.

Amount:

The County shall utilize CARES Act funds to compensate LGH based on the direct and indirect costs incurred by LGH, plus a management fee of 4% of the total costs. The budget is more fully described in "Attachment B" of the attached Services Agreement. "Attachment B" identifies broad expense and revenue categories related to the services and the actual expenses and revenue may vary based on the volume of services provided and third party payer mix.

Term:

Effective May 20, 2020 and shall continue through December 15, 2020, unless terminated by either party in accordance with the terms and conditions set forth in the agreement.

SERVICES AGREEMENT

This SERVICES AGREEMENT (this "Agreement") is made and entered into this ___ day of May, 2020, by and between the County of Lancaster (the "County"), a third class county of the Commonwealth of Pennsylvania with an address as 150 North Queen Street, Lancaster, PA 17603 and Lancaster General Hospital, ("LGH") a Pennsylvania nonprofit hospital located at 555 North Duke Street, Lancaster, PA 17602 (hereinafter "LGH").

The County and LGH are each referred to herein individually as a "Party" and, collectively, as the "Parties."

RECITALS:

WHEREAS, the Parties have entered into a Memorandum of Understanding for the Provision of Services Related to COVID-19 Contact Tracing and Testing dated May 13, 2020 (the "MOU");

WHEREAS, the MOU provides that the Parties will prepare an Agreement whereby the County will engage LGH to provide COVID-19 Contact Tracing and Testing;

WHEREAS, the County has received funds from the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") which will be utilized to compensate LGH for the services provided pursuant to this Agreement; and

WHEREAS, in furtherance of the MOU and Contact Tracing and Testing Proposal, the County desires to engage LGH to provide the services as described more fully in the Proposal and this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and LGH agree as follows:

1. Contact Tracing and Testing Services. LGH shall provide Contract Tracing and Testing Services (the "Services") as more fully described in Attachment A to this Agreement. Any deviation from or modification of those services shall be only by prior written agreement of the Parties.

2. Compensation. The County shall utilize CARES Act funds to compensate LGH for provision of the Services. Compensation shall be based on the direct and indirect costs (the "Costs") incurred by LGH, plus a management fee of four percent (4%) of the total Costs. The budget attached at Attachment B to this Agreement details the expenses to be included in the definition of Costs. LGH shall send an invoice to the County on a monthly basis. Each invoice shall contain an expense/revenue report detailing actual direct and indirect expenses incurred in performance of the Services for that month and actual revenue received by LGH related to the Services received by LGH from any third party payor or other entities. The Parties acknowledge that Attachment B identifies broad expense and revenue categories related to the Services and the actual expenses and revenue may vary based on the volume of Services provided and third party

payer mix. CARES Act funds must be expended by the County by December 30, 2020 by the terms of the Act. All invoices for amounts to be paid hereunder must be received by the County no later than December 15, 2020.

3. Representations of LGH.

a) LGH shall not be considered as an employee of the County insofar as any benefits or withholding of taxes is concerned. No withholding will be made by the County for any federal, state, social security, or local taxes from the amounts paid to LGH by the County. LGH agrees to be solely responsible for the payment of such taxes, and indemnifies the County from any liability for its failure to meet its tax obligations.

b) LGH and its employees shall not be covered by the County's workers' compensation or unemployment insurance provided by the County to its employees and expressly waives any such coverage. County shall not be responsible for any loss, liability, claim, damages or expenses resulting from, or arising out of any act or omission, or any violation of law on the part of third persons causing damages to LGH.

c) In order to protect the County's goodwill, LGH agrees to conduct itself reasonably, prudently and courteously in such a manner so as not to reflect adversely upon the County. LGH will act in conformity with all statutes and ordinances of the United States, Commonwealth, and County, expressly including the CARES Act and any applicable regulations regarding the disbursement of CARES Act funds.

d) LGH shall not discriminate against any person because of age, race, color, religious creed, ancestry, national origin, gender, or disability.

e) LGH shall certify that it is in compliance with the Drug-free Work Place Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the County.

f) LGH shall maintain complete and accurate records relating to the provision of the Services under this Agreement. During the Term, upon the County's written request, LGH shall allow the County or its agents to inspect and make copies of such records in connection with the provision of the Services; provided that County provides LGH with at least five (5) business days advance written notice of the planned inspection, any such inspection shall take place during regular business hours, that any such inspection shall occur no more than once per month during the Term.

4. Representations of the County. The County will act in conformity with all statutes and ordinances of the United States, Commonwealth, and County, expressly including the CARES Act and any applicable regulations regarding the disbursement of CARES Act funds.

5. Confidentiality.

a) The Parties expressly acknowledge that during the Term of this Agreement, each Party and its directors, officers, employees, and agents and such Party's respective affiliates and their respective directors, officers, employees, and agents (collectively, "Representatives"), may have access to trade secrets, proprietary information and confidential information regarding the transactions between the Parties, LGH's business, the County's business and/or the activities of the Parties including, but not limited to, patient volumes, the names and identities of physicians and other healthcare professionals, ideas, know-how, technology, inventions, business plans, strategic plans, marketing plans, policies, processes, and methods of doing business, and other non-public information (the "Confidential Information"). For purposes of this Section, Confidential Information shall not include Protected Health Information, which shall be protected in accordance with applicable law. The Parties expressly agree that both during the Term and after the expiration or termination of this Agreement, each Party and its Representatives will hold any and all Confidential Information in strict confidence and will protect and preserve the confidential and proprietary nature of all Confidential Information with the same degree of care used by such Party to protect its own information of a like nature, and in all events using no less than reasonable care. Each Party agrees that it will not disclose Confidential Information to any of its Representatives unless such person has a bona fide need to know the information to facilitate the purpose of this Agreement or with respect to the internal operations of the Party, and provided that such person is informed of the Party's confidentiality obligations hereunder and agrees to obligations no less stringent than those contained herein.

b) Each Party will be responsible for any breach of this Agreement by any of its Representatives. Each Party will not disclose Confidential Information to any other third party without the express prior written consent of the other Party. The confidentiality agreement set forth in this Section will not apply to information that a Party demonstrates by contemporaneous written records (i) was publicly available at the time of disclosure by such Party or became publicly available other than as a result of any act or omission on the part of such Party; or (ii) was legally disclosed to such Party by a third party that owes no obligation of confidentiality to the other Party or its affiliates or to LGH or its affiliates, as applicable, or (iii) is developed by a Party independently without reference to the Confidential Information.

c) In the event a Party is requested or compelled by a court, state agency or other legal mechanism or entity, including the Pennsylvania Right to Know Law, to disclose any Confidential Information, or the results of the services performed under this, the Party receiving such request or order shall notify the non-receiving Party promptly upon receiving such request or order so as to allow the non-receiving Party to take such legal steps as the non-receiving Party deems necessary, in its sole discretion, to protect such information.

d) LGH shall comply with all applicable laws concerning confidentiality of all medical records.

e) Each Party understands, acknowledges and agrees that in the event of a breach or threatened breach of the covenants contained in this Section by a Party, the other Party will suffer irreparable injury for which there may be no adequate remedy at law. Accordingly,

such other Party shall therefore be entitled to immediate injunctive or equitable relief from the courts without the necessity of posting bond, and any enforcement of such rights shall not limit any other actions or remedies available to such other Party in law or at equity.

6. Term, Termination, and Survival.

a) This Agreement shall commence as of the Effective Date and shall continue until December 15, 2020 (the “Term”), unless sooner terminated as provided further in this Section.

b) Either Party may terminate this Agreement, effective upon written notice to the other Party (the “Defaulting Party”), if the Defaulting Party:

(i) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

(ii) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(iii) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing.

(iv) Is dissolved or liquidated or takes any corporate action for such purpose.

(v) Makes a general assignment for the benefit of creditors.

(vi) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

c) Notwithstanding anything to the contrary in this Agreement, LGH may terminate this Agreement before the expiration date of the Term on written notice if County fails to pay any amount when due hereunder and such failure continues for thirty (30) days after County’s receipt of written notice of nonpayment.

d) The rights and obligations of the County and LGH set forth in this Section and any right or obligation of the County or LGH in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

e) Either Party may terminate this Agreement, without cause, upon 90 days written advance notice provided to the other Party.

f) The County shall compensate LGH for Services provided through the effective date of any termination of this Agreement.

7. Insurance.

a) During the term of this Agreement, LGH shall, at its own expense, maintain (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and (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 Services.

b) Minimum limits are as follows:

- | | | |
|------|-------------------------|---|
| i. | General Liability: | \$2,000,000 General Aggregate
\$2,000,000 Products Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury
\$1,000,000 Each Occurrence
\$ 5,000 Medical Expense (any one person) |
| ii. | Auto Liability: | \$1,000,000 Combined Single Limit |
| iii. | Workers' Compensation: | Statutory |
| iv. | Employers Liability: | Bodily Injury By Accident \$100,000.00
Each Accident
Bodily Injury By Disease \$100,000.00
Each Employee
Bodily Injury By Disease \$500,000.00
Policy Limit |
| v. | Umbrella Liability: | \$10,000,000 |
| vi. | Professional Liability: | \$10,000,000 |
| vii. | Cyber Liability: | \$4,000,000 |

c) 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, or an equivalent self- insurance program and shall be maintained continuously in full force and effect.

d) Except as otherwise approved by County in writing, the following provisions shall apply to each and every policy of insurance which LGH is required hereunder to carry:

i. 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 County's approval;

ii. LGH shall cause each insurance carrier to deliver its certificate of insurance to the County and to any other party designated by the County, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon County's request;

iii. at least thirty (30) days prior to the expiration of each policy, LGH shall provide County with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage a sixty (60) days' notice of such action shall be sent via certified mail to the County;

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

v. The County shall be endorsed as an additional insured on the general liability policy.

vi. The requirements described above are also applicable to any and all other employees or sub-contractors hired by LGH to perform work under this contract.

8. Indemnification.

a) LGH agrees to indemnify and hold harmless the County and its managers, commissioners, employees, agents and permitted assigns (the "County Indemnitees"), against any losses, claims, damages, expenses or liabilities to which the County Indemnitees may become subject by reason of (a) of breach or non-fulfillment of any provision of this Agreement by LGH; (b) any negligent or more culpable act or omission of LGH or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent, willful misconduct or more culpable acts or omissions of LGH or its personnel (including any reckless or willful misconduct); or (d) any failure by LGH or its personnel to comply with any applicable federal, state or local laws, regulations, or codes in the performance of its obligations.

b) The County agrees to indemnify and hold harmless LGH and its managers, officers, directors, employees, agents, subcontractors, and permitted assigns (the "LGH Indemnitees"), against any losses, claims, damages, expenses or liabilities to which LGH Indemnitees may become subject by reason of (a) of breach or non-fulfillment of any provision of this Agreement by the County or the County's personnel; (b) any negligent or more culpable act or omission of the County or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; (c) any bodily injury, death of any person, or damage to real or tangible personal property caused

by the negligent or more culpable acts or omissions of the County or its personnel (including any reckless or willful misconduct); (d) any failure by the County or its personnel to comply with any applicable federal, state or local laws, regulations, or codes in the performance of its obligations; and (e) any failure by the County to comply with any applicable provision of the CARES Act or regulation regarding disbursement of CARES Act funds, including any such funds disbursed to LGH.

9. Subcontractors. LGH shall hire or engage one or more subcontractors to perform any of its obligations under this Agreement, provided however, that: (i) LGH shall use the same degree of care in selecting any such subcontractor as it would if such contractor was being retained to provide similar services to LGH and (ii) LGH shall in all cases remain primarily responsible for all of its obligations under this Agreement with respect to the Services.

10. Entire Agreement. This Agreement, including and together with its attachments, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

11. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to County:

County of Lancaster
150 North Queen Street
Lancaster, PA 17603

Attention: Christina Hausner, County Solicitor

Notice to LGH:

Lancaster General Hospital
555 North Duke Street
PO Box 3555
Lancaster, PA 17604-3555

Attention: President/CEO

With a copy to the General Counsel at the same address

12. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect

any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible

13. Amendments. No amendment to, or modification of, or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement, and signed by an authorized representative of each Party.

14. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

16. Assignment. Neither Party shall assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of each other Party. Any purported assignment or delegation in violation of this Section shall be null and void.

17. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

18. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

19. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20. Choice of Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, United States of America (including its statutes of limitations), without giving effect to the conflict of laws

provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

21. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

22. Force Majeure. LGH shall not be liable or responsible to County, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of LGH including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic or pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of ninety (90) days, County shall be entitled to give notice in writing to LGH to terminate this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

ATTEST:

COUNTY OF LANCASTER
BOARD OF COMMISSIONERS

Lawrence George

Chief Clerk

Joshua G. Parsons

Ray D'Agostino

Craig E. Lehman

LANCASTER GENERAL HOSPITAL

Jan L. Bergen
President and CEO

ATTACHMENT A
DESCRIPTION OF SERVICES

1. COVID-19 Contact Tracing Services.

- a. LGH shall establish a contact tracing program designed to trace and counsel up to an average of 50 new COVID-19 positive cases per day. All contact tracing is limited to COVID-19 and no other disease or condition. LGH shall have adequate personnel to accommodate daily volume fluctuations as necessary. LGH will make best efforts to complete the contact tracing and notifications for each new COVID-19 positive individual within 24 hours.
- b. In accordance with best practice protocols developed by LGH, contacts of a COVID-19 positive individual determined to have had a high risk exposure (e.g., in contact with a known positive patient with COVID-19 for more than 10 minutes and within 6 feet without wearing masks) will be instructed to restrict their interactions with others for 14-days from the date of exposure.
- c. LGH shall enroll all contact tracers in the PA Serve data base managed by the Pennsylvania Department of Health (PA DOH).
- d. LGH shall utilize the PA DOH contact tracing protocols and education programs.
- e. LGH shall comply with all requirements of the PA DOH with regard to notification of the PA DOH of COVID-19 positive individuals and contacts.
- f. LGH shall use the PA DOH's system known as Sara Alert to monitor contacts' symptoms and temperatures daily via phone calls, emails, or SMS/Text. If a contact develops any symptoms, the individual will be instructed to get tested for COVID-19. Technology utilized in the contact tracing program will not utilize geo-tracking or location monitoring features.
- g. LGH contact tracers shall provide support and education to any positive COVID-19 individual including precautions that they need to take to reduce the risk to other household members.
- h. If a Lancaster County businesses has an employee who tests positive for COVID-19, LGH contact tracers will include in its assessment of contacts potential employees who may have been exposed. LGH shall further advise on the employer and contacts the proper precautions that need to be taken to reduce the risk of spread.
- i. The scope of the contact tracing program will also include congregate housing facilities including retirement communities, long-term care and assisted living facilities, and senior apartments in coordination with and as permitted by the applicable facility. In the event that the facility already has a contact tracing program in place LGH will coordinate efforts with the facility.
- j. LGH shall use best efforts to coordinate necessary community social services organizations to assist individuals who are required to self-isolate. These resources would support access to food, thermometers, cleaning supplies, cloth masks, and

medical care as need.

- k. LGH shall use best efforts to coordinate with all health care facilities in Lancaster County as well as long term care/nursing homes that utilize non-LGH testing locations or services to obtain COVID-19 positive test results so these individuals are included in the contact tracing program. This may require LGH to subcontract with these entities for them to conduct contact tracing for their patients or residents.
- l. Excluded from the scope of services is contact tracing within the Lancaster County Prison. The PA DOH will continue completing contact tracing within Lancaster County Prison.
- m. Excluded from the scope of services is contact tracing of residents of long term care facilities/nursing home deaths who are presumptive positive for COVID-19. Due to the lack of a laboratory result for these deaths, only the PA DOH has knowledge of that the individual who died was a presumptive positive for COVID-19 based on symptoms and possible exposure.

2. Testing Services for COVID-19

- a. LGH shall make available multiple Lancaster County Community Testing locations for obtaining test samples from individuals in need of testing. All testing is limited to COVID-19 and for no other disease or condition. The Community Testing locations will be located in rural and urban locations with extended hours for nights and weekends.
- b. LGH shall make available mobile testing for those individuals who are home bound.
- c. In the aggregate, the Community Testing locations will be designed to handle up to 1,000 individuals per day.
- d. The Community Testing locations shall provide the following:
 - Adequate space for social distancing;
 - Access to public transportation;
 - Adequate parking if the persons being tested must leave their vehicle;
 - Technology and internet access;
 - Staffing to screen and order testing;
 - Staffing to register patients and perform the test;
 - Personal protection equipment (PPE) for all staff; and
 - Security.
- e. All test results shall be communicated to the individual and their ordering physician. For individuals who are COVID-19 positive, LGH will commence the contact tracing protocols, including providing the individual with information to self-isolate.

- f. LGH shall use the COVID-19 PCR (polymerase chain reaction) test to determine if a patient is actively infected with COVID-19.
- g. LGH does not plan to utilize antibody testing as this will not identify patients who currently have COVID-19.
- h. LGH shall adhere to a medically driven testing protocol for COVID-19 as described below:
 - Patients with a known contact positive with COVID-19 and ONE symptom from any of the following: fever (Temp>100.0°F), shortness of breath, cough, sore throat, headaches, muscle aches, loss of taste or smell, and chills.
 - Patients with TWO symptoms from any of the following: fever (Temp>100.0°F), shortness of breath, cough, sore throat, headaches, muscle aches, loss of taste or smell, and chills.
 - Asymptomatic contacts may be tested based on potential high-risk exposures as defined by the Centers for Disease Control and Prevention or HERCs (High-Exposure Risk Contacts) discovered through contact tracing. That individual will still need to self-quarantine despite any testing result. If an asymptomatic person tests positive, they will need to follow the self-isolation protocol. Most persons who are asymptomatic and do not have confirmed contacts will not require testing. For example, employees returning to work where the proper mitigation strategies of social distancing, masks, symptom and temperature screening and proper hand-hygiene can be put in place.
 - In addition to the above categories, asymptomatic testing of the following special populations: patients having elective procedures and laboring mothers. LG Health has completed tests for symptomatic nursing home residents as a part of its pre-existing lab agreements at 14 locations. LG Health would explore expanded asymptomatic testing based on the protocol above, if the additional SNFs/nursing homes agree to testing, and if there are sufficient testing supplies.
 - Asymptomatic testing may also be deployed to investigate potential outbreaks and/or for surveillance metrics in conjunction with DOH.
- i. LGH anticipates that access to testing capacity will increase over time based on supply chain availability. A majority of testing supplies and PCR tests will be done in coordination with Quest through the use of anterior nasal swabs for the collection of samples for COVID-19 testing.

3. Data.

As permitted by Commonwealth and federal law, LGH shall provide the County with regular reports regarding the provision of COVID-19 contact tracing and testing services LGH shall provide, at minimum:

- Cumulative number of COVID-19 positive individuals contacted;
- Cumulative number of exposed individuals contacted;
- Cumulative Average number of exposed individuals per COVID-19 positive individual;
- Number of new positive cases per day; and
- Number of exposed individuals counseled per day.

Attachment B
Lancaster County Rate Request Sheet

Provider:	Penn Medicine - LG Health		Expense Projections	
Cost Center:				
Program/Location Name:	COVID-19 Contact Tracing & Testing			
Component	CARES Funding - Commissioner's Office			
Fiscal Year:	FY2020			
<u>DIRECT SERVICE EXPENSES:</u>			FY 2020 Requested	FY 2020 Approved
Direct Personnel Expenses				
Direct Staff Salaries			\$6,602,142	
Direct Staff Benefits			\$2,181,774	
Direct Staff Development				
Direct Staff Travel				
Sub-Total Direct Personnel Expenses			\$8,783,916	\$0
<u>Direct Operating Expenses:</u>				
Occupancy/Rent			\$449,860	
Utilities				
Office Equipment & Supplies			\$1,715	
Insurance				
Communication			\$84,640	
Direct Service Equipment & Furnishings			\$1,577,206	
Computer Hardware and Software Supplies			\$236,027	
Housekeeping				
Building & Equipment Maintenance				
Fundraising/Event Planning (including food)				
Association Dues				
Subcontracts (list on subcontractor sheet)			\$1,296,922	
Other Operating Expense (attach detail of Other)			\$28,034,000	
Sub-Total Direct Service Operating Exp:			\$31,680,370	\$0
Depreciation (attach list of items Depreciated)				
TOTAL DIRECT SERVICE EXPENSES			\$40,464,286	\$0
<u>INDIRECT SERVICE EXPENSES:</u>				
Allocated Administrative Salaries			\$0	
Allocated Administrative Expenses			\$0	
Governing Body/Leadership Council Expenses			\$0	
Fees for County Audits/Required Procedures			\$0	
Purchased Services (excluding County Audit & Subcontracts)			\$0	
Management Fee Percentage			4.00%	
Total Management Fee			\$1,618,571	
TOTAL INDIRECT SERVICE EXPENSES			\$1,618,571	\$0
Indirect Service Expenses Percentage			4.00%	
TOTAL EXP. (GROSS)			\$42,082,857	\$0
Less 3rd Party Collections, Income and Funding			\$0	\$0
ADJUSTED TOTAL EXP. (NET)			\$42,082,857	\$0
Retained Revenue or Loss			(\$17,334,001)	\$0
Percentage of Retained Revenue			-70.0%	
Adj. Total Exp. including Retained Rev.			\$24,748,856	\$0

Lancaster County Rate Request Sheet

Provider:	Penn Medicine - LG Health 0 COVID-19 Contact Tracing & Testing CARES Funding - Commissioner's Office		Revenue Projections		
Cost Center:					
Program/Location Name:					
Component:					
Fiscal Year:	FY 2020				
			FY 2020 Requested	Variance %	FY 2020 Approved
Funding Sources					
Federal Grant: (enter grant CFDA and Number below)					
State Grants					
United Way					
Other Funding: (enter source below)					
Total Funding Sources			\$0		\$0
Other Income Sources:					
Charitable Cont. (fundraising, donations)					
Earned Service Fees					
Foundations					
Interest Income					
Stipends/Honoria					
Other Income: (enter source below)					
Lab reimbursement					
Total Other Income Sources			\$0		\$0
TOTAL REVENUE excluding Lancaster County CARES Funding			\$0		\$0
Lancaster County CARES Funding Request			\$24,748,856		
Total Revenue including Lancaster County CARES Requested			\$24,748,856		\$0

Lancaster County Rate Request Sheet

[illegible]

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

Services Agreement With:

Lancaster Chamber of Commerce
Lancaster, Pennsylvania

and

Economic Development Company of Lancaster County
Lancaster, Pennsylvania

Purpose:

To provide services related to the COVID-19 Economic Recovery Plan as described more fully in the attached Services Agreement.

Amount:

The total amount of CARES Act funds shall not exceed \$33,400,000 to implement the Recovery Plan in the following manner, and in the following not to exceed amounts :

Six Million Dollars (\$6,000,000) towards bulk procurement and mass distribution of personal protective equipment, including, but not limited to, face masks, thermometers, face shields and gloves, which shall be distributed to Recovery Plan Recipients (RPRs).

Twenty-Five Million Dollars (\$25,000,000) towards a Small Business Recovery and Sustainability Fund, which will be distributed in one or more phases to RPRs.

One Million Five Hundred Thousand Dollars (\$1,500,000) towards an advertising and communications plan targeted at businesses, business owners and employees in the County in order to raise awareness of the Recovery Plan Funds and the Recovery Plan, including, but not limited to, television, print, direct mail, digital, radio, billboard and transit advertising, the Recovery Plan website development and maintenance, video production, branding, marketing and promotion, content development and public relations and translation services in order to market and implement the Recovery Plan.

“continued”

Nine Hundred Thousand Dollars (\$900,000) towards administration expenses, which shall include \$750,000, or 3% payable to the Chamber towards the management, oversight and implementation of the Recovery Plan, including, but not limited to, program and online tool development and applicant review and recommendations and One Hundred Fifty Thousand Dollars (\$150,000), payable to the Chamber towards reimbursement of staff support and other related costs incurred by the Chamber for the operation and implementation of the Recovery Plan, including, but not limited to, reimbursement of personnel salary for efforts devoted to the Recovery Plan, legal fees and technology-related costs and other expenses incurred by the Chamber directly related to the Recovery Plan.

Term:

Effective May 20, 2020 and shall continue thereafter until February 28, 2021, unless sooner terminated by either party in accordance with the terms and conditions set forth in the agreement.

SERVICES AGREEMENT

This SERVICES AGREEMENT (this “**Agreement**”) is made and entered into this 20th day of May, 2020, by and between the COUNTY OF LANCASTER (hereinafter the “**County**”) a third class county of the Commonwealth of Pennsylvania with an address of 150 North Queen Street, Lancaster, PA 17603, LANCASTER CHAMBER OF COMMERCE, a Pennsylvania nonprofit corporation with a principal address of 115 East King Street, Lancaster, PA 17602 (hereinafter the “**Chamber**”), and, solely for the limited purposes, rights and obligations set forth in Sections 15.b), 15.c), and 16-30, ECONOMIC DEVELOPMENT COMPANY OF LANCASTER COUNTY, a Pennsylvania nonprofit corporation with a principal address of 115 East King Street, Lancaster, PA 17602 (hereinafter the “**EDC**”). Each of the County, Chamber and EDC are referred to herein individually as a “**Party**” and, collectively, as the “**Parties**.”

WHEREAS, the Parties have entered into a Memorandum of Understanding for Provision of Services Related to COVID-19 Economic Recovery Plan dated May 13, 2020 (the “**MOU**”);

WHEREAS, the MOU provides that the Parties will prepare an Agreement whereby the County will engage the Chamber and/or the EDC to provide certain services related to the County’s disbursements of funding received under the Coronavirus Aid, Relief, and Economic Security Act (the “**CARES Act**”);

WHEREAS, the Chamber and EDC have jointly developed a Lancaster County Economic Recovery Plan, attached hereto as Exhibit A and made a part hereof (the “**Recovery Plan**”), which proposes that they provide certain services to the County in connection with disbursement of CARES Act funds to implement the Recovery Plan;

WHEREAS, pursuant to budget discussions, the County has determined that it will allocate Thirty-Three Million Four Hundred Thousand Dollars (\$33,400,000) (the “**Recovery Plan Funds**”) to the efforts detailed in the Recovery Plan, which amount represents a portion of the total funds received by the County under the CARES Act;

WHEREAS, in furtherance of the MOU and the Recovery Plan, the County desires to engage the Chamber to provide the County with certain services, including recommendations of small businesses located in the County who should receive Recovery Plan Funds (the “**Recovery Plan Recipients**” or “**RPR**”), and the Chamber is willing to perform such services under the terms and conditions hereinafter set forth; and

WHEREAS, it is anticipated that the Chamber shall enter into arrangements with the EDC for certain services related to the Chamber’s obligations under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Chamber, and the EDC for the limited purposes set forth in the preamble, agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated by reference.

2. Allocation of Funding. The County shall allocate the Recovery Plan Funds to implement the Recovery Plan in the following manner, and in the following not to exceed amounts:

a) Six Million Dollars (\$6,000,000) towards bulk procurement and mass distribution of personal protective equipment, including, but not limited to, face masks, thermometers, face shields and gloves (“**PPE**”), which shall be distributed to RPRs according to the provisions set forth in Section 3.c) (the “**PPE Funds**”);

b) Twenty-Five Million Dollars (\$25,000,000) towards a Small Business Recovery and Sustainability Fund, which will be distributed in one or more phases to RPRs in accordance with Section 3.d) (the “**SBRF Funds**”);

c) One Million Five Hundred Thousand Dollars (\$1,500,000) towards an advertising and communications plan targeted at businesses, business owners and employees in the County in order to raise awareness of the Recovery Plan Funds and the Recovery Plan, including, but not limited to, television, print, direct mail, digital, radio, billboard and transit advertising, the Recovery Plan website development and maintenance, video production, branding, marketing and promotion, content development and public relations and translation services in order to market and implement the Recovery Plan (the “**Communication Funds**”); and

d) Nine Hundred Thousand Dollars (\$900,000) towards administration expenses, which shall include (i) \$750,000, or 3% of the SBRF Funds amount, payable to the Chamber as set forth in Section 7.a)(i), towards the management, oversight and implementation of the Recovery Plan, including, but not limited to, program and online tool development and applicant review and recommendations (the “**Management Fee**”), and (ii) One Hundred Fifty Thousand (\$150,000), payable to the Chamber as set forth in Section 7.a)(ii), towards reimbursement of staff support and other related costs incurred by the Chamber for the operation and implementation of the Recovery Plan, including, but not limited to, reimbursement of personnel salary for efforts devoted to the Recovery Plan, legal fees and technology-related costs and other expenses incurred by the Chamber directly related to the Recovery Plan (the “**Reimbursement Fee**” and, together with the Management Fee, the “**Administration Funds**”).

e) These amounts are not a fixed fee but rather maximum amounts as set forth in Section 3.h) herein.

3. Method of Contracting.

a) Request Phases. The Chamber shall establish and inform eligible businesses of time periods during which it will receive requests for SBRF Funds, which may be spread out into one or more phases (the “**Application Phase**”). The Application Phase shall begin as soon as reasonably practical following the development of the RPR Guidelines and PPE Guidelines (as such terms are herein defined) and must be concluded no later than December 30, 2020.

b) RPR Eligibility. The County and Chamber each agree to use commercially reasonable efforts to develop eligibility guidelines to determine businesses who may qualify to be an RPR (the “**RPR Guidelines**”). Once developed, the County and Chamber agree to amend this Agreement to incorporate the RPR Guidelines as an exhibit hereto.

c) Purchase and Award of PPE.

(i) All PPE shall be procured by the County in accordance with its procurement, bidding and other applicable rules and regulations; provided, however, that, in its sole discretion, the County may use PPE Funds to contract with third parties if such third parties are also able to acquire PPE.

(ii) Once procured, the PPE shall be distributed to RPRs who have registered online in a system maintained by the Chamber in accordance with the guidelines to be developed between the County and Chamber, including a plan for distribution of the PPE through one or more parties (the “**PPE Guidelines**”). The PPE Guidelines shall include, among other items, a requirement that potential recipients of PPE certify their intentions to use the PPE for the purposes of public health mitigation at their place of business in Lancaster County. The County and Chamber each agree to use commercially reasonable efforts to develop the PPE Guidelines in an expedient manner. Once developed, the Parties agree to amend this Agreement to incorporate the PPE Guidelines as an exhibit hereto. Notwithstanding the foregoing, PPE may be procured by the County and distributed to recipients prior to the development of the PPE Guidelines if the Parties so determine.

d) Award of SBRS Funds. All disbursements of the SBRS Funds shall be made directly from the County to an RPR, with no intermediary or other recipients. No SBRS Funds shall be distributed or disbursed by the County prior to the development of the RPR Guidelines. Award of SBRS Funds may commence at any time following the County’s receipt of the Chamber’s recommendation set forth in Section 4.c) for a given Application Phase.

e) Award of Communication Funds. All disbursements of Communication Funds shall be made upon County approval and may be made to the Chamber, EDC or such other party who is approved by the County in advance of such award. Awards of Communication Funds may commence at any time following the execution of this Agreement. It is anticipated that the Chamber may need to expend amounts qualifying for award of the Communication Funds prior to receiving those amounts from the County and, in that event, the County shall reimburse the Chamber, EDC or such other party for all reasonable expenses and costs incurred by them which qualify for use as Communications Funds, including reimbursement of costs and expenses paid to third parties such as the EDC or others in connection therewith. Such reimbursement shall occur within thirty (30) days of receipt by the County of an invoice from the Chamber, or copy of an invoice it has received, accompanied by reasonable supporting documentation. Upon the County’s request, and upon receiving any required permissions from third parties, the Chamber shall provide a

copy of any contract with a third party relating to amounts sought for reimbursement hereunder in a reasonably prompt manner.

f) Award Status. All Recovery Plan Funds shall be disbursed by the County with no debt, loan, loan forgiveness or other mechanisms requiring repayment by their recipients as contemplated hereunder.

g) Timing of Recovery Plan Funds Award. All Recovery Plan Funds must be expended by the County by December 30, 2020 pursuant to the CARES Act. Any invoice for amounts to be paid hereunder from the Recovery Plan Funds must be received by the County no later than December 15, 2020.

h) Amount of Recovery Plan Funds. The Parties acknowledge and agree that the Recovery Plan Funds are to be awarded by the County in accordance with the terms of this Agreement, but that the amounts set forth in Section 2 are to constitute maximum amounts not to exceed (subject to any amendment of this Agreement) and not a promise of any sort that the entirety of those amounts shall be expended, unless, with respect to the Communication Funds and Administration Funds, they are due and owed at their respective maximum amounts in accordance with the terms of this Agreement.

4. Services. The Chamber shall provide to the County the following services in furtherance of the Recovery Plan (the “**Services**”):

a) Guidelines Development. The Chamber, in consultation with the County and EDC, will develop the RPR Guidelines and PPE Guidelines.

b) Application Portal and Database. The Chamber, in consultation with the County and EDC shall develop one or more online application portals and databases for potential RPRs seeking PPE and SBRS Funds.

c) RPR Recommendation to the County. Once applications have been submitted, reviewed and scored in accordance with the RPR Guidelines, the Chamber shall provide the County with a list of businesses who have submitted written application which are complete and in accordance with the Chamber’s application process for SBRS Funds during the Application Phase, along with their recommendation of which businesses should be RPRs. The Chamber’s recommendation shall include designation of whether the RPR is recommended to receive SBRS Funds with the recommended amount that the RPR should receive. An RPR may receive both PPE and SBRS Funds. The County and Chamber each agree that the foregoing list and recommendations shall not be considered Confidential Information; provided, however, that, in order to protect the privacy and confidentiality rights of applicants, neither the Chamber nor any other party shall be under any obligation to share with the County or any other party any business’ application, or confidential, proprietary or other information which any applicant identifies and designates confidential or proprietary (collectively, the “**Proprietary Applicant Information**”).

d) Utilization of Communication Funds. The Chamber shall utilize the Communication Funds in accordance with Sections 2.c) and 3.e) and in furtherance of the Recovery Plan as set forth in Appendices 1 and 2 of Exhibit A.

e) Utilization of Administration Funds. The Chamber shall utilize the Administration Funds in accordance with the terms of this Agreement and in furtherance of the Recovery Plan.

5. Chamber Obligations. The Chamber shall:

a) Designate employees or contractors that it determines, in its sole discretion, to be capable of and sufficient for providing the Services.

b) Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Chamber Contract Manager**”), with such designation to remain in force unless and until a successor Chamber Contract Manager is appointed.

c) Require that the Chamber Contract Manager respond promptly to any reasonable requests from the County for instructions, information, or approvals required by the Chamber to provide the Services.

d) Maintain complete and accurate records relating to the provision of the Services under this Agreement. During the Term, upon the County’s written request, the Chamber shall allow the County or its agents to inspect and make copies of such records in connection with the provision of the Services; provided, that the County provides the Chamber with at least five (5) business days’ advance written notice of the planned inspection, that any such inspection shall take place during regular business hours, that any such inspection shall occur no more than once per month during the Term, and that the Chamber shall be under no obligation to provide the County with access to Proprietary Applicant Information.

e) During the Term, ensure that its Trustees, officers and employees abide by the terms of its Board of Trustees Code of Conduct Policy as it may relate to the Chamber’s performance of the Services hereunder.

f) Not distribute PPE until the recipient executes a certification prepared by the County as to uses of the equipment.

g) Cooperate and assist the County as necessary in securing certifications from recipients of RPR as set forth in Section 6.e) herein.

6. County Obligations. The County shall:

a) Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**County Contract Manager**”), with such designation to remain in force unless and until a successor County Contract Manager is appointed.

b) Require that the County Contract Manager respond promptly to any reasonable requests from the Chamber for instructions, information, or approvals required by the Chamber to provide the Services. The County Contract Manager shall be empowered to

administer and effectuate the disbursement of all expenditures of PPE Funds, Communication Funds and Administration Funds. Approvals of SBRS Funds expenditures shall be approved by the County's Board of Commissioners.

- c) Cooperate with the Chamber in its performance of the Services and provide access to the County's premises, employees, contractors, and equipment as required to enable the Chamber to provide the Services.
- d) Take all steps necessary, including obtaining any required licenses or consents, to prevent County-caused delays in the Chamber's provision of the Services.
- e) Obtain certifications from each RPR that any Recovery Plan Funds it receives will be used lawfully and consistently with the purpose of the CARES Act, that information provided in its application is true and correct and other assurances to demonstrate compliance with the CARES Act.

7. Fees and Expenses.

a) In consideration of the provision of the Services by the Chamber, the County shall pay the Management Fee and Reimbursement Fee from the Administration Funds in accordance with Section 2.d) and, further, as follows:

(i) Management Fee. The Management Fee shall be paid to the Chamber in segments, with the timing of each payment corresponding to the first date by which applications will be accepted for each Application Phase of the SBRS Funds. The amount of the Management Fee paid for each segment shall be equal to three percent (3%) of the total awards the County disburses from the SBRS Funds in a given Application Phase, such that, for example, if the County disburses Ten Million Dollars (\$10,000,000) total from SBRS Funds in one Application Phase, then the Management Fee for that Application Phase shall be Three Hundred Thousand Dollars (\$300,000). The County shall pay the Chamber the Management Fee in single lump sum payments within ten (10) business days of the date of the first award made in an Application Phase. No invoice from the Chamber shall be required for this payment.

(ii) Reimbursement Fee and Communication Funds Payment. In addition to the Management Fee, the County shall reimburse the Chamber for all reasonable expenses and costs incurred by it in accordance with the Services and its duties under and in connection with this Agreement and the Recovery Plan, including costs and expenses paid to third parties such as the EDC or others in connection therewith, within thirty (30) days of receipt by the County of an invoice from the Chamber accompanied by receipts, time sheets, cost logs, or other reasonable supporting documentation.

b) Payment to the Chamber of such fees and the reimbursement of expenses pursuant to this Section 7 shall constitute payment in full for the performance of the Services.

c) If applicable, the County shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the County hereunder; provided, that in no event shall the County pay or be responsible for any taxes imposed on, or with respect to, the Chamber's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

8. Representations of the Chamber.

a) Subject to Section 4.c), all Recovery Plan Fund applicants' confidentiality and rights to privacy will be adhered to strictly regarding names, identities, clients and records, subject to applicable law.

b) The Chamber shall not be considered as an employee of the County insofar as any benefits or withholding of taxes is concerned. No withholding will be made by the County for any federal, state, social security, or local taxes from the amounts paid to the Chamber by the County. The Chamber agrees to be solely responsible for the payment of such taxes, and indemnifies the County from any liability for its failure to meet its tax obligations.

c) The Chamber and its employees shall not be covered by the County's workers' compensation or unemployment insurance provided by the County to its employees and expressly waives any such coverage. The County shall not be responsible for any loss, liability, claim, damages or expenses resulting from, or arising out of any act or omission, or any violation of law on the part of third persons causing damages to the Chamber.

d) In order to protect the County's goodwill, the Chamber agrees to conduct itself reasonably, prudently and courteously in such a manner so as not to reflect adversely upon the County. The Chamber will act in conformity with all statutes and ordinances of the United States, Commonwealth, and County.

e) The Chamber shall not discriminate against any person because of age, race, color, religious creed, ancestry, national origin, sex, or disability.

f) The Chamber shall certify that it is in compliance with the Drug-free Work Place Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and violators of this policy may be removed or barred from the work site at the discretion of the County.

9. Representations of the County.

a) All Recovery Plan Fund applicants' confidentiality and rights to privacy will be adhered to strictly regarding names, identities, clients and records, subject to any disclosure required under the Pennsylvania Right to Know Law or other applicable law.

b) The County will act in conformity with all statutes and ordinances of the United States, Commonwealth, and County, expressly including the CARES Act and any applicable regulations regarding the disbursement of CARES Act funds.

10. Limited Warranty and Limitation of Liability.

a) The Chamber warrants that it shall perform the Services:

(i) In accordance with the terms and subject to the conditions set out in this Agreement.

(ii) Using personnel of commercially reasonable skill, experience, and qualifications.

(iii) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

b) The Chamber's sole and exclusive liability and the County's sole and exclusive remedy for breach of this warranty shall be as follows:

(i) The Chamber shall use reasonable commercial efforts to promptly cure any such breach; provided, that if the Chamber cannot cure such breach within a reasonable time (but no more than thirty (30) days) after the County's written notice of such breach, the County may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 13.b).

(ii) In the event the Agreement is terminated pursuant to Section 10.b)(i) above, the Chamber shall within thirty (30) days after the effective date of termination, refund to the County any fees paid by the County as of the date of termination for the Services or Deliverables (as defined in Section 11 below), less a deduction equal to the fees for receipt or use of such Deliverables or Services up to and including the date of termination on a pro-rated basis.

c) THE CHAMBER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10.a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to the County under this Agreement or prepared by or on behalf of the Chamber in the course of performing the Services (collectively, the "**Deliverables**") shall be owned by the Chamber. The Chamber hereby grants the County a license to use all Intellectual Property Rights in the Deliverables free of additional

charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable the County to make reasonable use of the Deliverables and the Services.

12. Confidentiality. From time to time during the Term of this Agreement, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as “confidential,” or if disclosed orally, is identified as confidential when disclosed and within ten (10) days thereafter, is summarized in writing and confirmed as confidential (“**Confidential Information**”); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party’s breach of this Section 12; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source; provided, that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party’s possession prior to Disclosing Party’s disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party’s agents who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law, including, but not limited to, the Pennsylvania Right to Know Law, or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Disclosing Party of such requirements to afford the Disclosing Party the opportunity to seek, at the Disclosing Party’s sole cost and expense, a protective order or other remedy.

13. Term, Termination, and Survival.

a) This Agreement shall commence as of the Effective Date and shall continue thereafter until February 28, 2021 (the “**Term**”), unless sooner terminated pursuant to Section b) or Section c) below. Notwithstanding the anticipated length of the Term, the Parties acknowledge and agree that the provisions of Section 3.g) apply regarding the timing of disbursement of the Recovery Plan Funds.

b) Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”), if the Defaulting Party:

(i) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

(ii) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(iii) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing.

(iv) Is dissolved or liquidated or takes any corporate action for such purpose.

(v) Makes a general assignment for the benefit of creditors.

(vi) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

c) Notwithstanding anything to the contrary in Section 13.b)(i), the Chamber may terminate this Agreement before the expiration date of the Term on written notice if the County fails to pay any amount when due hereunder and such failure continues for thirty (30) days after County's receipt of written notice of nonpayment.

d) The rights and obligations of the County and Chamber set forth in this Section 13.d) and in Sections 14 and 16, and any right or obligation of the County or Chamber in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 12 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party or the Receiving Party's agents.

14. Insurance. During the term of this Agreement, the Chamber shall, at its own expense, maintain (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and (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 Services. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously in full force and effect.

Minimum Liability Insurance requirements:

General Liability: \$2,000,000 General Aggregate
\$2,000,000 Products Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury

\$1,000,000 Each Occurrence
\$5,000 Medical Expense (any one person)

Cyberinsurance: \$1,000,000

Workers' Compensation: Statutory

Employers Liability: Bodily Injury By Accident \$100,000.00 Each Accident
Bodily Injury by Disease \$100,000.00 Each Employee
Bodily Injury by Disease \$500,000.00 Policy Limit

Umbrella Liability: \$1,000,000

Except as otherwise approved by the County in writing, the following provisions shall apply to each and every policy of insurance which the Chamber is required hereunder to carry:

- a) the form, amount and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to County's approval;
- b) the Chamber shall cause each insurance carrier to deliver its certificate of insurance to the County and to any other party designated by the County, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the County's request;
- c) at least thirty (30) days prior to the expiration of each policy, the Chamber shall provide the County with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage a sixty (60) days' notice of such action shall be sent via certified mail to the County;
- d) the Chamber shall not permit any condition to exist and shall not commit any act or omission, which would wholly or partially invalidate any insurance;
- e) The County shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability; and
- f) The requirements described above are also applicable to any and all other employees or sub-contractors hired by the Chamber to perform work under this contract.

15. Indemnification.

a) Subject to Section 16, the Chamber agrees to indemnify, defend and hold harmless the County and its managers, commissioners, employees, agents and permitted assigns (the "**County Indemnitees**"), against any losses, claims, damages, expenses or liabilities to which the County Indemnitees may become subject by reason of (i) breach or non-fulfillment of any provision of this Agreement by the Chamber or the Chamber's personnel; (ii) any negligent or more culpable act or omission of the Chamber or its personnel (including any reckless or willful misconduct) in connection with the performance

of its obligations under this Agreement; (iii) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent, willful misconduct or more culpable acts or omissions of the Chamber or its personnel (including any reckless or willful misconduct); or (iv) any failure by the Chamber or its personnel to comply with any applicable federal, state or local laws, regulations, or codes in the performance of its obligations.

b) The County agrees to indemnify, defend and hold harmless each of the Chamber, EDC and each of their respective managers, officers, directors, employees, agents and permitted assigns (the “**Chamber/EDC Indemnitees**”), against any losses, claims, damages, expenses or liabilities to which the Chamber/EDC Indemnitees may become subject by reason of (i) breach or non-fulfillment of any provision of this Agreement by the County or the County’s personnel; (ii) any negligent or more culpable act or omission of the County or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; (iii) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of the County or its personnel (including any reckless or willful misconduct); (iv) any failure by the County or its personnel to comply with any applicable federal, state or local laws, regulations, or codes in the performance of its obligations; (v) any failure by the County to comply with any applicable provision of the CARES Act or regulation regarding disbursement of the Recovery Plan Funds or other CARES Act funds, including any such funds disbursed to the Chamber or EDC; and (vi) any claim alleged by a business who did not receive SBRS Funds or PPE.

c) A party required to indemnify pursuant to this Section 15 (the “**Indemnifying Party**”) shall have the right to assume the defense and settlement of any claim or suit for which the Indemnifying Party may be responsible for indemnification under this Section with counsel reasonably satisfactory to the party seeking indemnification pursuant to this Section 15 (the “**Indemnified Party**”). The Indemnified Party may participate in any such defense or settlement, but the Indemnifying Party shall not be liable to such Indemnified Party for any legal or other expenses incurred by such Indemnified Party in connection with the defense thereof; provided, however, that (i) if the Indemnifying Party fails to take reasonable steps necessary to defend in good faith the action or proceeding within ten (10) business days after receiving notice from such Indemnified Party that the Indemnified Party believes it has failed to do so; or (ii) if such Indemnified Party who is a defendant in any action or proceeding which is also brought against the Indemnifying Party shall have reasonably concluded, based on the advice of counsel, that there may be one or more legal defenses available to such Indemnified Party which are not available to the Indemnifying Party; or (iii) if representation of both parties by the same counsel is impermissible under applicable standards of professional conduct, then, in any such case, the Indemnified Party shall have the right to assume or continue its own defense as set forth above (but with no more than one firm of counsel for all indemnified parties in each jurisdiction) and the Indemnifying Party shall be liable for any reasonable expenses therefor. The Indemnifying Party shall not, without the written consent of the Indemnified Party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any action or claim in respect of which indemnification or contribution may be sought hereunder unless such settlement, compromise or judgment (A) includes an unconditional release of the

Indemnified Party from all liability arising out of such action or claim, and (B) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any Indemnified Party.

16. Limitation of Liability.

a) IN NO EVENT SHALL THE CHAMBER OR EDC BE LIABLE TO THE COUNTY OR TO ANY PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES ARISING FROM THE MISUSE OR INELIGIBILITY OF THE SBRS FUNDS OR PPE FUNDS BY THE COUNTY OR ANY OTHER PARTY, INCLUDING ANY CLAIM ALLEGED BY A BUSINESS WHO DID NOT RECEIVE SBRS FUNDS OR PPE, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE CHAMBER OR EDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) IN NO EVENT SHALL THE CHAMBER AND EDC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT OF THE REIMBURSEMENT FEE.

17. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

18. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 18.

Notice to County:

County of Lancaster
150 North Queen Street
Lancaster, PA 17603

Attention: Christina Hausner, County Solicitor

Notice to the Chamber:

Lancaster Chamber of Commerce

115 East King Street

Lancaster, PA 17602

Attention: Thomas Baldrige, President/CEO

Notice to the EDC:

Economic Development Company of Lancaster
County

115 East King Street

Lancaster, PA 17602

Attention: Lisa Riggs, President

19. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible

20. Amendments. No amendment to, or modification of, or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement, and signed by an authorized representative of each Party.

21. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

22. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

23. Assignment. No Party shall assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of each other Party. Any purported assignment or delegation in violation of this Section 23 shall be null

and void. No assignment or delegation shall relieve the County of any of its obligations under this Agreement.

24. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

25. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

26. No Third-Party Beneficiaries. Subject to the next paragraph, this Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

27. Choice of Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, United States of America (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

28. Mediation. The following procedure (the “**Dispute Resolution Procedure**”) will be adhered to in all disputes arising under this Agreement. The aggrieved Party shall notify the other Party in writing of the nature of the dispute with as much detail as possible about the deficient performance of the other Party. The Parties shall meet or otherwise act to facilitate a resolution within fourteen (14) calendar days of the date of the written notification. If the Parties do not meet or cannot resolve the dispute or agree upon a written plan of corrective action to do so within seven (7) calendar days after their initial meeting or other action, or if the agreed-upon completion dates in the written plan of corrective action are exceeded, either Party may request mediation and, if such mediation does not successfully resolve the dispute, then either Party may resort to litigation. Except as otherwise specifically provided for herein, neither Party shall pursue any action unless and until this Dispute Resolution Procedure has been substantially complied with or waived. Failure of a Party to fulfill its obligations in this Section, including failure to meet timely upon the other Party’s notice, shall be deemed a waiver.

29. Choice of Forum. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the courts of the Commonwealth of Pennsylvania, County of Lancaster, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Pennsylvania, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world. Each Party agrees that a final judgment in any such action, litigation, or proceeding

is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

30. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

31. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 18, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

32. Force Majeure. The Chamber shall not be liable or responsible to the County, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Chamber including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic or pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage; provided, that if the event in question continues for a continuous period in excess of ninety (90) days, the County shall be entitled to give notice in writing to the Chamber to terminate this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

ATTEST:

COUNTY OF LANCASTER

Joshua G. Parsons, Chairman

Ray D'Agostino, Vice-Chairman

Craig E. Lehman, Commissioner

LANCASTER CHAMBER OF COMMERCE

By: _____

Name: _____

Title: _____

Solely with respect to Sections 15.b, 15.c, and 16-30:

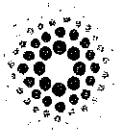
ECONOMIC DEVELOPMENT COMPANY OF
LANCASTER COUNTY

By: _____

Name: _____

Title: _____

EXHIBIT A



Lancaster Chamber



LANCASTER COUNTY, PA
Economic Development Company

May 11, 2020

The Honorable Ray D'Agostino
Commissioner
County of Lancaster
150 North Queen Street, Suite 71S
Lancaster, PA 17603

Dear Commissioner D'Agostino:

One week ago, we submitted to you a proposal seeking considerable funding for several key economic recovery strategies. That proposal is attached as Appendix 3. We were pleased to see the framework you proposed at the Wednesday, May 6, 2020 Board of Commissioners meeting outlining the County's three overarching priorities and aligning the significant CARES Act funding received to those priorities. We believe there is strong alignment with your framework, the Lancaster County Economic Recovery Plan ("LCER Plan") that we made public on April 26, 2020, and our proposal from May 4, 2020.

In this short period of time, the urgency to re-open Lancaster's economy safely has grown considerably. We know that time is of the essence for many businesses while the public health threat remains. It is this extraordinary pressure that is driving our organizations and now a team of approximately 50 volunteers to advance the strategies we outlined last week, with a clear focus on rapid implementation. This effort, in our view, is Lancaster County at its best.

Specifically, coming out of the LCER Plan, key efforts include:

- Advancing county-wide testing and contact tracing in coordination with local health systems as an essential public health measure;
- Outlining steps related to bulk purchasing and expediting mass distribution of Personal Protective Equipment (PPE) to Lancaster County small businesses;
- Preparing to deploy equitably a \$25 million fund to assist Lancaster County small businesses with working capital and to defray capital expenses related to public health mitigation requirements ranging from physical plant reconfigurations to Lexan shields and floor stickers;
- Developing industry-specific protocols, procedures and guidelines that are clear, simple and easy for small businesses to implement;
- Evaluating child care resources to ensure employees called back to work have safe and adequate options; and,
- Implementing a robust communications process so that every business is aware of the opportunities within the plan, as well as the protocols and additional resources available to ensure success.

We are also continuously seeking and gathering feedback on community needs and on our approach through a wide range of discussions with elected officials, businesses of all sizes and partner organizations. Please note that we have put considerable effort into communicating, while we are advancing major strategies that are evolving quickly. Here are a few key points of clarification and updates related to our efforts:

- An essential step for the safe re-opening of business in Lancaster County is the rapid implementation of a county-wide testing and contact tracing program. We did not include a request for funding in our proposal of May 4th or herein as we are aware of the Penn Medicine Lancaster General Health proposal. This critical need is integrated into the LCER Plan, underpinning the importance and alignment of public health and economic recovery.
- The LCER Plan's focus is to support Lancaster County's small businesses. We are broadly focused on businesses with 100 and fewer employees and are fully aware and prioritizing those businesses with fewer than 20 employees. As the Plan notes, businesses of these sizes reflect the majority of establishments in the County.
- Lancaster's larger businesses have stepped up to help, as they have practices, expertise, and human resources that can benefit small and micro-businesses. We are extremely grateful for the talent that is supporting our Plan and committing countless volunteer hours, connections and guidance to the greater community.
- While EDC and the Chamber are the lead entities, the Plan and its success is built on collaborations and partnerships. For example, the proposed large fund to support small businesses is being developed jointly between our two organizations, Community First Fund and ASSETS. The communications strategy is inclusive of other Chambers and economic development organizations in the County. This inclusiveness is essential given the urgency and limited resources of our two organizations.

Enclosed as Appendices 1 and 2 are revisions to our May 4 proposal (Appendix 3.) We are not modifying the amounts of our request. We have included additional detail based on the rapid evolution of our program and we have included recommendations on how funds could be managed.

While we recognize there are considerable details to be finalized, we respectfully request action on this time-sensitive emergency funding request at the May 13, 2020 Board of Commissioners meeting, including taking whatever appropriate actions to ensure these funds can be deployed quickly, that accountability measures are in place and that the community will have full transparency for these critical public dollars.

Sincerely,



Lisa Riggs
President
Economic Development Company



Tom Baldrige
President & CEO
Lancaster Chamber

cc: Commissioner Josh Parsons, County of Lancaster
Commissioner Craig Lehman, County of Lancaster
Robert M. Krasne, Chair of the Board, EDC
Troy Clair, Vice Chair of the Board, EDC
Michelle Rondinelli, Chair of the Board, Lancaster Chamber
Scott Fiore, Vice Chair of the Board, Lancaster Chamber
Bob Macina, Lancaster County Economic Recovery Plan, Leadership Team
Brett Tennis, Lancaster County Economic Recovery Plan, Team 1 Captain
Ed Hurston, Lancaster County Economic Recovery Plan, Team 2 Co-Captain
Mayor Danene Sorace, Lancaster County Economic Recovery Plan, Team 2 Co-Captain
Mark Lauriello, Lancaster County Economic Recovery Plan, Team 3 Captain
Bob Zorbaugh, Lancaster County Economic Recovery Plan, Team 4 Captain
Mike Reynolds, Lancaster County Economic Recovery Plan, Team 5 Co-Captain
Alison Van Harskamp, Lancaster County Economic Recovery Plan, Team 5 Co-Captain

Appendix 1: Revisions to May 4th, 2020 Funding Proposal to the Lancaster County Board of Commissioners To Facilitate Reopening of Lancaster County's Economy

Summary Request (unchanged):

Amount	Purpose
\$6 million	Bulk procurement and mass distribution of PPE (masks, thermometers, face shields, gloves)
\$25 million	Small Business Recovery & Sustainability Fund – to be distributed in two phases – and with funds targeted toward (1) Working Capital and (2) Specific Public Health physical retrofit needs, such as physical barriers (Lexan shields), space re-configurations of offices, warehouses and operating areas, signage, sanitation stations.
\$1.5 million	Broad scale communications plan to reach small businesses and small business owners and employees across the county, to include website, advertising, collateral material, translation services
\$900,000	Administrative costs related to implementation
\$33.4 million	TOTAL

Information included here is considered supplemental to the May 4th (Appendix 3) request.

\$6 million for PPE Procurement and Distribution

An option to advance this critical strategy is to leverage the County of Lancaster's recent expertise in bulk purchasing of PPE through its own Procurement Office and working collaboratively with emergency management services. A key discussion point on this option must be what approach results in the fastest timing, balancing all other needs including cost-effectiveness, as all parties fully realize the lengthening lead time for these materials. Through this option, the County of Lancaster maintains direct oversight of the CARES Act funding, entering into purchase agreements for specific items and handling all payments and accounting. EDC and the Chamber will provide the County with data and information on the quantities and types of PPE needed to support the diverse small business landscape, from manufacturing to retail. EDC and the Chamber will also be responsible for the development and implementation of a mass distribution operation. Cost estimates related to a mass distribution operation are included in this \$6 million request. As a result, further discussion is needed immediately to clarify how operational costs, such as space rental, would be handled.

\$25 Million for Small Business Recovery & Sustainability Fund

The May 4th proposal outlined core elements of this Fund to deliver funds to Lancaster County's small businesses. There are considerable best practices in existence, given this tool is being utilized in many communities today (including Lancaster).

Key updates from May 4th:

- The development of Fund guidelines is being led by EDC, the Lancaster Chamber, Community First Fund and ASSETS. The intent is to provide full clarity for the application process prior to the fund opening, to avoid complicated applications and requirements, and to leverage technology infrastructure as much as possible recognizing that low-tech options may be required for portions of our community.
- The target audience for this Fund is small businesses in Lancaster County. Guidelines are being developed that will factor in a broad range of eligibility components including number of employees, annual revenue, industry, classification related to PA Governor Wolf's life-sustaining/non-life sustaining list and the 'red, yellow and green' timing.
- Two or three phases of the fund are anticipated, in part to recognize that not all businesses may be re-opening on the same time table.
- This fund will not be set up on a first come, first served basis. Accepting applications will be done through an announced period of time and then will be evaluated based on criteria that are still being developed.
- The County of Lancaster will approve final guidelines before the Fund opens.
- The successful implementation of this fund will require broad communication, leveraging community partnerships and significant communications tools to ensure that small businesses across Lancaster County are knowledgeable.

Potential Fund Disbursement: As conceived, this Fund will provide grants, not loans, based on the current interpretation of the CARES Act. Assuming this key distinction doesn't change, EDC, the Lancaster Chamber, Community First Fund and ASSETS support the concept that the County of Lancaster retain and disburse the \$25 million, with the application and review process outsourced to these four entities to implement. Through this approach, awards to individual businesses will be presented to the County of Lancaster for final approval, in accordance with approved guidelines, to ensure full transparency of the use of the funds.

\$1.5 Million for Communications/Marketing

The budget for marketing and communications is significant because the success of the LCER Plan will be gauged by the breadth of small businesses reached across Lancaster County. Included below is a line item breakdown of the budget of expected activities and expenses that reflects the need for print materials, deploying technology, purchasing advertising and billboards and translating materials for Lancaster's Spanish-speaking business base. Additional detail related to each of these line items is included in Appendix 2. While the Communications Team driving this strategy is being led mostly by volunteer experts from the community, it is neither fair nor reasonable to approach implementation assuming services will be discounted, contributed or provided pro bono, particularly given the daunting timelines to get key tools operational immediately.

A robust, well-designed and highly functioning custom website is the linchpin of the marketing plan and is essential to the goal attainment of the LCER Action Teams actively working today. Immediate action is required this week or the plan runs the risk of not meeting its objectives and deadlines. The

proposed website requires special functionality (based on the needs being outlined by the LCER Plan teams) and will take custom design and development. Even in an expedited situation this typically takes 4 – 6 weeks to complete. This plan is driving toward work completion in almost half that time. The funding request assumes the engagement of a full-time agency, with experts in digital planning, design, development and marketing, to complete this heavy lift with the urgency required, the flexibility to pivot as plans shift, and the expertise to ensure on-time delivery of a highly effective user experience for our Lancaster businesses.

Line Item Communications/Marketing Budget

Activity	Cost Estimate
TV Advertising	\$ 300,000
Digital Advertising (online/social)	\$ 225,000
Outdoor Advertising (Billboard/Transit)	\$ 125,000
Collateral Material	\$ 100,000
Radio Advertising	\$ 90,000
Website - Development and Maintenance	\$ 95,000
Video Production	\$ 80,000
Print Advertising	\$ 80,000
Branding/Creative Services	\$ 75,000
Email/SMS Marketing Strategy/Channel Management	\$ 60,000
Social Media Strategy/Channel Management	\$ 60,000
Signage	\$ 55,000
Direct Mail	\$ 50,000
Public Relations	\$ 50,000
Content Development	\$ 35,000
Translation Services	\$ 20,000
TOTAL BUDGET	\$ 1,500,000

\$900,000 for Administration

This total reflects the following two components:

- A 3% fee on the proposed \$25 million fund, which equates to \$750,000, for the oversight and implementation of the Small Business Recovery and Sustainability Fund. This fee covers all aspects of program development, online tool development, and applicant review activity and will be split among the four coordinating organizations: EDC, the Lancaster Chamber, Community First Fund and ASSETs.

A 3% fee is below market and is not expected to cover the full cost of the partners' work. It is anticipated that grant funds sought by businesses will far exceed the amount of available funds. The partners have direct experience in managing COVID-19 emergency funds already and have strong knowledge of the significant need and demand for these funds. Other markets have seen applications seeking up to 30 times the amount of funds available. As a result, the partners expect that the grant review process will require considerable staff and staff hours.

- \$150,000 to be used for specific staff support and other related costs incurred by EDC and the Lancaster Chamber for the operations and implementation of the Economic Recovery Plan. This line item is proposed as a reimbursement account for eligible costs to include personnel, technology-related costs directly tied to the Plan, and other activities to be worked out between the County and the Lancaster Chamber and EDC. Set up this way, the County will be able to provide transparency for the costs incurred.

Appendix 2: Detailed Communications/Marketing Budget

As of May 11, 2020

TV Advertising **\$300,000**

TV Advertising would utilize a variety of channels to reach different demographics. This touch point is critical to get those who are accessing various programming and local news for needed information.

Digital Advertising (online/social) **\$225,000**

Digital advertising will be key to target specific demographics, industries, and assorted-sized businesses by strategically targeting throughout the County. Social media, specifically, is where most of the audience is right now and to have extensive touch-points in this medium is crucial—this includes messaging that pertains to audiences that may differ (such as Mount Joy businesses, Lititz businesses, etc). It's also crucial to have multiple languages in these targeted digital ads for the diverse business community.

Outdoor Advertising (Billboard/Transit) **\$125,000**

As transportation and mobility ramp up, we need to have a solid brand presence and call-to-action on outdoor advertising ranging from billboards, to bus stations, to signage across the County.

Collateral Material **\$100,000**

In order to continue heavy touch-points, we will need to prepare for an abundance of collateral material to go along with the overarching plan and to include any campaigns we continue as the plan evolves (i.e. Back to Business campaign, pins, bumper stickers, window stickers, etc., to help both businesses and also consumers get back on track with confidence).

Radio Advertising **\$90,000**

We need to target key radio audiences for another touchpoint and run similar campaigns ranging from awareness of website hub of resources, importance of PPE and loan exploration, and more. This advertising would evolve as the messaging shifts and we also promote the safety of consumers to support business in Lancaster.

Website - Development and Maintenance **\$95,000**

This is foundationally key in producing a consistent, cohesive communications plan. This website will act as an all-encompassing hub of information and resources where all call-to-actions in other promotion and media lead back to this site. It is needed to have an extensive site that captures user data, has dynamic portals for PPE, workforce connections, Health Mitigation, and more, and that has effective customer service capabilities to ensure successful, accessible, and streamlined support for users/visitors (i.e. businesses).

Video Production **\$80,000**

Video is the most successful way of information sharing, and it is important to utilize video in order to showcase a variety of resources, and then push that video out on multiple media channels (TV, social, etc). It is crucial to see experts on film explain various resources available and it is necessary to have quality production for this content.

Print Advertising **\$80,000**

In order to capture comprehensive audiences and demographics, the goal for print advertising is to utilize multiple newspapers, merchandisers, and more, with advertising curated to that demographic and area of the County. It is also important that this is ongoing, with many opportunities for readers to see this information.

Branding/Creative Services **\$75,000**

To be cohesive, clear, and be able to cut through the noise, the hiring of a creative brand agency is pertinent to the success of this initiative. These funds would be for brand design, continued branding work (i.e. email templates, social graphics, ad designs, and other collateral) that would be pushed out to a variety of stakeholders (other Lancaster County chambers, partner organizations, etc).

Email/SMS Marketing Strategy/Channel Management **\$60,000**

The email/SMS Marketing strategy would be an avenue that gets information and updates to a target audience as a database begins to build over the course of the next weeks and beyond.

Social Media Strategy/Channel Management **\$60,000**

In addition to paid social media ads, it is crucial to ramp up a solid, comprehensive social media presence to get followers and manage the social media platforms as a huge customer service touchpoint. This will need staff hours and consistent monitoring and strategy.

Signage **\$55,000**

As businesses begin to open, it is important to create a variety of signage that can be used to help businesses understand what needs to happen in order to be safe and comply with health suggestions (i.e. signage for washing hands, staying certain distances away, what to do if you feel sick, etc). These can be printed and distributed.

Direct Mail **\$50,000**

In addition to other channels, direct mail is important, especially at the beginning, to get awareness of this initiative and this resource hub. Utilizing data from a variety of sources, direct mail will need to be sent in a variety of languages to get to businesses all across Lancaster County.

Public Relations **\$50,000**

A robust PR strategy is needed to get in front of the questions of the business community, and a consistent presence via news sources, press releases, media announcements, and more, is crucial to keeping this hub on top of mind for everyone as they begin to reopen regardless of size, location, etc.

Content Development **\$35,000**

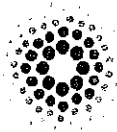
This content development means teams would be creating shareable digital articles, content for the website, updates resource, and more, that needs to be managed and curated as the needs grow and grow.

Translation Services **\$20,000**

It is extremely important to include translation services in this communications plan. Whether it is a social media targeted ad, a print postcard, a radio placement (i.e. SACA radio for instance), or signage, it is key to have the ability of a professional translator to create these touch points in a variety of languages for accessibility and reach.

TOTAL BUDGET **\$1,500,000**

APPENDIX 3: May 4th Request to Lancaster County Board of Commissioners



Lancaster Chamber



LANCASTER COUNTY, PA
Economic Development Company

May 4, 2020

The Honorable Ray D'Agostino
Commissioner
County of Lancaster
150 North Queen Street, Suite 715
Lancaster, PA 17603

Dear Commissioner D'Agostino:

Safely re-opening Lancaster's economy while navigating through a continuing public health crisis are our collective highest priorities. As we outlined in our April Lancaster County Economic Recovery Plan ("LCER Plan"), the work ahead to ensure Lancaster County businesses get back to or create a financially viable 'new normal' is considerable and urgent.

We are all too aware that resources being made available by the federal government will not be enough to meet all needs. However, we also believe several key well-executed and coordinated actions can be critical to rebuilding momentum and confidence. EDC and the Chamber are continuously leveraging best practices identified through our networks as well as deploying the expertise of business community leadership to craft specific solutions that we need to advance as soon as possible. To deploy the LCER Plan, we urgently request the Lancaster County Board of Commissioners consider committing \$33.4 million of the Title V CARES Act Funds to the LCER Plan as outlined below. Please note that this request does not include critical funding resources needed to support further testing and a County-wide contact tracing effort, which is cited as an essential activity within the LCER Plan. EDC and the Lancaster Chamber are fully supportive of allocating the funding needed for these activities as testing and contact tracing are required for businesses to re-open safely.

As you know, our organizations broadly serve the business community of Lancaster County. We are acutely aware that the vast majority of businesses are small (under 100 employees) and micro (under 10 employees). This volume of small and micro businesses is one of our community's strengths and explains in part why Lancaster County has such a history of economic steadiness. It also means that in this COVID-19 crisis, the vast majority of Lancaster County's business base is desperate for help, as small businesses are the least equipped to navigate zero cash flow and furloughing/temporarily laying off employees and are struggling the most to adapt to evolving public health/social distancing protocols and procedures. It is this focus on the breadth – across industry and geography – of Lancaster's 13,000 businesses (of which more than 97% are small or micro businesses) that we seek considerable funding support that we will deploy to assist this audience as best possible, given the urgency and overwhelming demand the pandemic has created.

We cannot move quickly enough to ensure the safe preparation and return of business operations for these thousands of local businesses. We also cannot launch the actions we have outlined below without the funding commitment. With the spirit of collaboration, we urgently request the Board's favorable consideration of this request and ask for your guidance on how we can proceed cooperatively as quickly as possible.

Sincerely,



Lisa Riggs
President
Economic Development Company



Tom Baldrige
President & CEO
Lancaster Chamber

cc: Robert M. Krasne, Chair of the Board, EDC
Troy Clair, Vice Chair of the Board, EDC
Michelle Rondinelli, Chair of the Board, Lancaster Chamber
Scott Fiore, Vice Chair of the Board, Lancaster Chamber
Bob Macina, Lancaster County Economic Recovery Plan, Leadership Team
Brett Tennis, Lancaster County Economic Recovery Plan, Team 1 Captain
Ed Hurston, Lancaster County Economic Recovery Plan, Team 2 Co-Captain
Mayor Danene Sorace, Lancaster County Economic Recovery Plan, Team 2 Co-Captain
Mark Lauriello, Lancaster County Economic Recovery Plan, Team 3 Captain
Bob Zorbaugh, Lancaster County Economic Recovery Plan, Team 4 Captain
Mike Reynolds, Lancaster County Economic Recovery Plan, Team 5 Co-Captain
Alison Van Harskamp, Lancaster County Economic Recovery Plan, Team 5 Co-Captain

Funding Proposal to the Lancaster County Board of Commissioners To Facilitate Reopening of Lancaster County's Economy

Summary: The impact of the COVID-19 pandemic prompted EDC and the Lancaster Chamber to craft Lancaster County's Economic Recovery Plan, which was released to the public on April 26, 2020. The plan was created to be a road map for Lancaster's business community to ultimately reopen for business. It focuses on preparing businesses to resume operations safely, effectively and efficiently in accordance with federal and state public health guidance.

The overwhelming majority of the 13,000 businesses in Lancaster County have neither the financial nor technical wherewithal to navigate the unprecedented challenges they face as a result of the COVID-19 pandemic. Assessments conducted by EDC and the Chamber confirmed that our county's business community is desperate for access to working capital, access to Personal Protective Equipment (PPE) and both guidance and funding for physical improvements needed to meet public health guidelines to enable them to reopen.

We therefore respectfully request funding to support the breadth of small businesses across Lancaster County who, by no fault of their own, are facing an extraordinary crisis that we know will result in some – perhaps many – businesses not surviving. Nonetheless, we propose to use our best efforts to help them again stand up and provide employment for the 275,000 who were employed in Lancaster County prior to the pandemic.

Specifically, the following resources are being sought, tapping into the Title V CARES Act funding received by the County of Lancaster.

Amount	Purpose
\$6 million	Bulk procurement and mass distribution of PPE (masks, thermometers, face shields, gloves)
\$25 million	Small Business Recovery & Sustainability Fund – to be distributed in two phases – and with grant funds targeted toward (1) Working Capital and (2) Specific Public Health physical retrofit needs, such as physical barriers (Lexan shields), space re-configurations of offices, warehouses and operating areas, signage, sanitation stations.
\$1.5 million	Broad scale communications plan to reach small businesses and small business owners and employees across the county, to include website, advertising, collateral material, translation services
\$900,000	Administrative costs related to implementation
\$33.4 million	TOTAL

Component Details (As of 05.04.20):

\$6 million for PPE Procurement and Distribution

PPE will be one of the larger hurdles to getting a business started back up quickly and safely. A countywide PPE distribution strategy would allow all businesses to get access to quality approved PPE efficiently and affordably. Access to PPE is uncertain for many businesses as there are a multitude of vendors with long lead times and increased prices. Bulk ordering could reduce lead times, decrease pricing and would allow quality control of PPE used in our community.

Benefits:

- Help offset some of the high start-up costs associated with new procedures to safely operate.
- Reduce lead time and efficiently get PPE to businesses to start operations safely.
- Drive consistent quality of PPE across the county to ensure broader safe environments for employees and consumers.
- Provide documented procedures with handouts to ensure proper use and implementation of screening, cleaning and PPE use.
- Make it easy and efficient for ALL business across the county – specifically small or minority owned businesses that might require additional support.
- Create savings opportunities with bulk purchasing

Implementation:

- Create 2-3 distribution centers spread geographically to best cover the county.
- Bulk order PPE for the county businesses. Order as much from Lancaster County or PA based vendors to drive more into the local economy.
- Provide PPE (with a pre-determined quantity per employee count) **FREE** to all businesses.
- Create sample forms, procedures and best practices (English and Spanish) to be handed out with PPE. Note – training and more detailed information will also be available by industry.
- Target 2 months of operations as a gap that allows companies to get back on their feet and distribution/suppliers to catch-up.

Use of funds:

- Procurement of PPE (potential examples – masks, thermometers, face shields, gloves and cleaning supplies)
- Set-up of Distribution centers (space, equipment, signage, etc.)
- Staffing for set-up, delivery, training and distribution of PPE

\$25 Million for Small Business Recovery & Sustainability Fund

The fund will be established to allow Lancaster County small businesses to receive critical working capital as well as funds specific to public health-related physical retrofit needs. Best practices of two established business funding tools in Lancaster County, the CRIZ Small Business Grant Program and the Lancaster City Small Business Emergency Fund, have been utilized to develop the initial fund

framework. Additionally, similar COVID-19 relief funds in neighboring communities including Chester and Delaware Counties are serving as models.

Outlined below are the key proposed aspects of the funds as they exist today. The intent is that these funds **not** be deployed on a first come, first served basis. Final guidelines are being developed now, including the timing of making these funds available (two rounds are being considered), the amount of funding available per business, and the structure and terms of grants to be awarded. Additionally, a full communications plan will be developed to ensure broad awareness of this funding pool exists in the community.

The oversight and implementation of this fund will be coordinated by EDC (with assistance from the EDC-Finance team), the Lancaster Chamber, Community First Fund and ASSETs, the four lead organizations in Lancaster County that are providing technical business assistance and economic development financing.

Benefits:

- Reduce financial barriers to businesses reopening, especially smaller firms experiencing the greatest financial and cashflow challenges.
- Encourage businesses to create a fully-safe operating environment.
- Help offset the costs associated with meeting physical social distancing guidelines required to reopen safely.
- Ensure that businesses county-wide can provide safe environments for employees and consumers.

Implementation:

Two rounds of funding (first round of \$15 million, second round of \$10 million) are being explored. Considerable work remains to set the fund guidelines and ensure a smooth and efficient application and review process. The lead entities are working now on these guidelines, however, no specific timetable to deploy these funds is set, other than knowing that the needs are urgent. Demand for these funds are expected to far exceed supply.

Use of funds:

- Grants to businesses with physical operations in Lancaster County, PA with 100 employees or fewer.
- Eligibility criteria to include aspects such as operations generating revenue and/or positive cash flow prior to March 1, 2020.
- Proposed target is up to \$25,000/company.
- Grants to be used for working capital and/or physical retrofit of businesses.

\$1.5 Million for Communications/Marketing

A critical component to the successful deployment of the funds identified above is ensuring that businesses and our county's workforce across Lancaster County are able to tap into the proposed activities. A more detailed budget is anticipated during the week of May 4th and will include the development of a robust website as well as a multi-faceted outreach campaign.

\$900,000 for Administration

Executing this plan quickly (likely a 30 to 60 day time frame) and effectively is critical for the success of the overall effort. All the best intended plans created will fall short if we are unable to efficiently and swiftly deploy them to the entirety of Lancaster County.

We are seeking \$900,000 to cover all necessary administrative expenses, as outlined below. Given the urgency of the work, there is no other option than to proceed quickly as any time taken to raise funds from other sources simply delays the proposed action to get businesses operational.

Importantly, the Lancaster Chamber and EDC each have pledged to donate \$50,000 in staff service to support this effort.

BENEFITS:

- Ensure prompt deployment of efforts at a time when prompt deployment has never been more critical.
- Provide necessary expertise in the establishment of complex systems ranging from grant review and execution, comprehensive communications, public health mitigation coordination, promotion of ongoing collaboration, and leveraging of resources through the Economic Recovery Plan.
- Allow full focus on execution of the plan, removing the distraction of fund-raising beyond the commitments of the EDC and Lancaster Chamber to together donate \$100,000 during this challenging and time-sensitive period.

IMPLEMENTATION:

- The process for disbursement of funds will be implemented to comply with CARES Act requirements.
- Chamber and EDC will provide documentation of their organizational pledges of \$50,000 in staff time.

USE OF FUNDS:

- \$750,000 to be dedicated to the oversight and implementation of the Small Business Recovery and Sustainability Grant Fund described above. This 3.0% fee will cover all program development, online tool development, applicant review activity, grant awards, documentation

and follow up. Likely recipients of portions of this fee will include EDC, the Lancaster Chamber, Community First Fund and ASSETs as anticipated lead partners.

- \$150,000 of the funds to be used for specific staff support and other related costs to the operations and implementation of the Economic Recovery Plan. As noted above, these dollars will be leveraged by the staff work of the Lancaster Chamber and EDC. All expenses will be fully documented and any unused portion of the \$150,000 will be returned to the County.
- The Lancaster Chamber and EDC will work to ensure complete transparency with the County regarding the use of all funds allocated to this effort by the County.

**Core Team Members
(As of May 1, 2020)**

Leadership Team

- Tom Baldrige, Lancaster Chamber
- Commissioner Ray D'Agostino, County of Lancaster
- Bob Macina, Penn Medicine Lancaster General Health
- Lisa Riggs, Economic Development Company

Action Team 1 – Funding Business (Strategy 1)

Captain: Brett Tennis, Walz Group
Team Leaders: Lyle Hosler, EDC
Heather Valudes, Lancaster Chamber

Action Team 2 – Public Health Mitigation (Strategy 2)

Captains: Ed Hurston, County of Lancaster
Danene Sorace, Mayor, City of Lancaster
Team Leaders: Hilda Shirk

Action Team 3 – “New Business Normal” (Strategy 2/3)

Captain: Mark Lauriello, Rettew
Team Leaders: John Biemiller, EDC
Andrea Shirk, Rock Lititz

Action Team 4 – Economic Analysis/Measurement (Strategy 4)

Captain: Bob Zorbaugh, LCSWMA
Team Leaders: Naomi Young, EDC Center for Regional Analysis
Larry George, County of Lancaster

Action Team 5 – Communications (All)

Captain: Mike Reynolds, Lancaster Barnstormers
Alison Van Harskamp, Armstrong Flooring Inc.
Team Leaders: Barb Huesken, LNP
Tony Gorick, Lancaster Chamber