

COUNTY COMMISSIONERS' WORK SESSION AGENDA
TUESDAY, SEPTEMBER 13, 2016

9:00 A.M.:

EXECUTIVE SESSION:

Christina Hausner, County Solicitor

10:00 A.M.:

PUBLIC SESSION:

Postpone approval of August 16, 2016 Work Session Minutes, August 30, 2016 Work Session Minutes and September 6, 2016 Work Session Minutes.

Re-announcement:

An evening Commissioners' Meeting will be held on Tuesday, September 13, 2016 at 7:00 p.m. at Colerain Township Municipal Building, 1803 Kirkwood Pike, Kirkwood, Pennsylvania. There will be no Commissioners' Meeting scheduled for Wednesday morning, September 14, 2016 at 9:15 a.m.

10:00 a.m.

Pamela Grosh, Director, Victim/Witness Services, District Attorney's Office – Grant Application (please refer to motion on this evening's agenda)

10:10 a.m.

Christina Hausner, County Solicitor – Settlement Agreement and General Release of Claims (please refer to motion on this evening's agenda)

Other Discussion Items:

1. Appointments/Reappointments to County Boards
2. September 13, 2016 Evening Commissioners' Meeting Agenda

Adjourn

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the District Attorney's Office – Victim/Witness Services, to approve the following:

Grant Application With:

- Pennsylvania Commission on Crime and Delinquency
Harrisburg, Pennsylvania

Purpose:

To apply for Rights and Services Act (RASA) funding and Victims of Juvenile Offenders (VOJO) funding under Act 86 for victim and witness services. Three full-time victim advocates are funded by this project to provide information, assistance and advocacy to crime victims.

Amount/Term:

RASA funding in the amount of \$291,455.00 for the period January 1, 2017 through December 31, 2017 and \$291,455.00 for the period January 1, 2018 through December 31, 2018, plus a variable penalty assessment of \$141.00, for a total amount of \$583,051.00 (100% State funding).

VOJA grant funding in the amount of \$109,424.00 for the period January 1, 2017 through December 31, 2017 and \$109,424.00 for the period January 1, 2018 through December 31, 2018, for a total amount of \$218,848.00 (100% State funding).

REQUEST SUMMARY

ITEMS FOR COMMISSIONERS' AGENDA ON September 14, 2016

from
Victim/Witness Services (include department)

Name of Contract/ Provider/Term	Amount being Requested	Percent of Increase/Decrease	Goals (Define goals by percentages when applicable)	Trends
Rights and Services Act (RASA) Grant and Victims of Juvenile Offenders (VOJO) Grant / PA Commission on Crime and Delinquency (PCCD) / 1-1-2017 to 12-31-2018	<p>RASA: 291,455.00 for 2017 and \$291,455.00 for 2018 plus a variable penalty assessment of \$141.00 for a total of \$583,051.00</p> <p>VOJO: \$109,424.00 for 2017 and \$109,424 for 2018 for a total of \$218,848.00</p>	<p>RASA: 40.45% VOJO: 31.40%</p>	<p>1. To provide the fundamental rights for Crime Victims as detailed in the Crime Victims Act, Responsibilities for Prosecutor's Offices</p> <p>2. To provide services for victims in compliance with PCCD standards and procedures</p>	
			1.	

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/ CHA

Copy with packet

Submitted by: Name and Title: Pamela Grosh
 Department: Victim/Witness Services
 Date: September 7, 2014

Board Action Requested: Grant application for Rights and Services Act (RSA) and Victims of Juvenile Offenders (VOJO) funding
 (Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.)

Provider Information: (Name, Address): PA Commission on Crime and Delinquency
 PO Box 1167
 Harrisburg, PA 17108-1167

Proposed Program Budget Information:

Service	2017-20186 Amount to be Approved	2013-2014 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
This project will fund 3 victim advocates to provide victim services for crime victims in Lancaster County.	RASA: 291,455.00 for 2017 and \$291,455.00 for 2018 plus a variable penalty assessment of \$141.00 for a total of \$583,051.00 VOJO: \$109,424.00 for 2017 and \$109,424 for 2018 for a total of \$218,848.00	RASA: \$415,132.00 for 2015-2016 VOJO: \$124,910.00 for 7-2015 to 12-2016 (18 month grant)	RASA: 40.45% VOJO: 31.40%		100% state funding. There is no required match.

Term of Contract:

1-1-2017 to 12-31-2018

Budget Comments:

Program Information:

This is a request for grant funds in the amount of \$583,051.00 of RASA funding and \$218,848.00 of VOJO funding for 2017 and 2018 for Victim/Witness Services from the PA Commission on Crime and Delinquency. There is no match required for these funds. We have applied for funds to cover the salaries and benefits of the personnel employed in this project. This grant money is Act 86 funding; fines levied on offenders for the purpose of providing funds for services to victims and witnesses. The appropriation for each county is determined on a yearly basis by a formula which takes into consideration; population, target crimes and collection statistics.

Description of Service:

This project will fund the victim advocates to provide information, assistance and advocacy to crime victims. These rights and services are provided to victims as required by the Crime Victims Act and the victim service program standards from PA Crime and Delinquency.

Complete sections pertaining to bid awards and Request for Proposals: N/A

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

Complete Sections Pertaining to Construction Projects: N/A

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

September 14, 2016

Date you would like the County Commissioners'

To take official action on this item?:

Pamela Grosh, Victim/Witness Services

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

Pamela Grosh, Victim/Witness Services

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

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster to approve a Settlement Agreement and General Release of Claims with Manuel E. Abrante, III (Abrante) relating to the litigation filed in the United States District Court for the Eastern District of Pennsylvania, Docket No. 5:12-cv-06860, captioned Abrante v. Guarini, et al.

In consideration of this Agreement, which compromises and settles all disputed claims between the parties to the Agreement, the County shall pay Abrante the total sum of nine thousand dollars (\$9,000.00) within thirty (30) days following receipt of a fully executed original of this Agreement and a fully completed W-9 form.

9/13/16

**SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF CLAIMS**

This Settlement Agreement and General Release of Claims (the "Agreement"), executed on the dates set forth below, is by and between Manuel E. Abrante, III ("Abrante") and Vincent Guarini, Joe Shiffer, and Ann Haines (collectively, the "Prison Defendants"). In this Agreement, Abrante and the Prison Defendants may sometimes be referred to collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, on or about July 28, 2014, Abrante filed an amended complaint (the "Complaint") against the Prison Defendants (among others) in the action captioned *Abrante v. Guarini, et al.*, Docket No., 5:12-cv-06860, in the United States District Court for the Eastern District of Pennsylvania (the "Lawsuit");

WHEREAS, the Complaint alleges that the Prison Defendants violated Abrante's constitutional rights under the Due Process Clause of the Fourteenth Amendment when they failed to provide adequate medical treatment to Abrante and that failure amounted to punishment before an adjudication of guilt;

WHEREAS, the Prison Defendants expressly deny any liability to Abrante or any other person(s) or entities in connection with the matters alleged in the Lawsuit;

WHEREAS, nothing contained herein is to be construed as an admission of liability on the part of the Prison Defendants;

WHEREAS, Abrante denies any liability to the Prison Defendants stemming from the Lawsuit;

WHEREAS, the Parties now seek to fully and finally settle the Lawsuit and all existing claims, whether known or unknown;

WHEREAS, the terms of this Agreement represent the compromise of disputed claims in the Lawsuit and do not in any way signify that there was wrongdoing on any Party's part all liability being expressly denied.

NOW, THEREFORE, in consideration of the promises, covenants, and releases set forth herein, and to fully, completely, and finally resolve any disputes between them, the Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by reference and are explicitly made a part of this Agreement. This Agreement reflects a compromise concerning the Lawsuit.
2. **Payment to Abrante by the Prison Defendants.** Within thirty (30) days following receipt of a fully executed original of this Agreement and a fully completed W-9 form, the Prison Defendants shall pay Abrante the sum of Nine Thousand Dollars (\$9,000.00) (the "Settlement Amount") by check made payable to: "Manuel E. Abrante, III and Ballard Spahr LLP, his attorneys" c/o Paul J. Koob, Esq., Ballard Spahr LLP, 1735 Market Street, 51st Floor, Philadelphia, PA 19103-7599. The Settlement Amount shall constitute the only payment to Abrante from the Prison Defendants pursuant to this Agreement.
3. **Deduction from Settlement Amount.** The Prison Defendants shall deduct \$202.35 from the Settlement Amount and agree that such deduction shall be used solely and exclusively to pay a certain criminal assessment fee (the "Fee") owed by Abrante pursuant to criminal docket number CP-36-CR-0004773-2011. Abrante acknowledges that he owes the Fee and specifically agrees that the Prison Defendants may deduct \$202.35 from the Settlement Amount for the exclusive purpose of paying, settling, and forever satisfying the Fee.

4. **Release of the Prison Defendants.** Except for the obligations contained in this Agreement, Abrante hereby releases and forever discharges the Prison Defendants and Lancaster County and their respective past, present, and future elected and appointed officials, officers, directors, stockholders, attorneys, insurers, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors, and successors in interest and assigns and any and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated, together with any and all other persons, firms or corporations (together, the "Releasees") of and from each and every right or claim, debt, demand, obligation, action, account, bond, contract, agreement, damage, or cause of action whatsoever known and unknown, foreseen and unforeseen, that Abrante now has or may have from the beginning of time to the date of this Agreement, whether in law or in equity, arising out of or relating to the Lawsuit, including, but not limited to, the claims asserted or that could have been asserted in the Lawsuit (the "Released Claim(s)").

5. **Release of Abrante.** Except for the obligations contained in this Agreement, the Prison Defendants hereby release and forever discharge Abrante of and from each and every right or claim, debt, demand, obligation, action, account, bond, contract, agreement, damage, or cause of action whatsoever known and unknown, foreseen and unforeseen, that the Prison Defendants now have or may have from the beginning of time to the date of this Agreement, whether in law or in equity, arising out of or relating to the Lawsuit, including, but not limited to, the claims asserted or that could have been asserted in the Lawsuit (the "Released Claim(s)").

6. **Attorneys Fees.** Each party hereto shall bear all attorneys fees arising from their actions or the actions of their own counsel in connection with the Complaint, this Release and Settlement Agreement and the matters and documents referred to herein and all related matters.

7. **Confidentiality.** The Parties expressly agree that this Agreement and the terms of this Agreement are not confidential.

8. **Dismissal.** In further consideration of the mutual promises contained herein, Abrante has dismissed the Lawsuit with prejudice.

9. **Owner of Claims.** The Parties warrant and represent that they are the sole and rightful owners of all right, title, and interest in all Released Claims and that they have not sold, assigned, encumbered, conveyed, or in any manner transferred all or any portion of any such Released Claims. future against the Abrante on the settlement funds herein by any person, entity, government agency or corporation.

10. **Hold Harmless.** Abrante agrees to indemnify and hold harmless the Releasees from, and to satisfy in full, any and all claims to the settlement funds or liens presently existing or that might exist in the future against Abrante on the settlement funds herein by any person, entity, government agency or corporation.

11. **Medicare Liens.** Pursuant to Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007, the Center for Medicare & Medicaid Services (CMS) must be provided with Abrante's full address, Social Security Number, date of birth, gender, and, if available, his Medicare Health Insurance Claim Number (HICN). Spaces are provided at the end of this General Release for compliance.

Abrante warrants that he is not collecting Social Security Disability benefits and is not eligible for Social Security based on age. Abrante further warrants that he is not eligible presently for Medicare benefits and that Medicare has made no conditional payments relating to injuries, if any, suffered by Abrante as described in his Lawsuit. Nonetheless, if the Center for Medicare & Medicaid Services (CMS) (this term includes any related agency representing

Medicare's interests) determines that Medicare has an interest in the payment to Abrante under this settlement, Abrante agrees to indemnify, defend and hold Releasees harmless from any and all penalties, liens, conditional payments, fines, demands, and actions in law or in equity, or other payments that may be required if any of Abrante's representations as to entitlement (or lack thereof) to Medicare is in any way misrepresented. Abrante further agrees to indemnify, defend and hold Releasees harmless from any action by CMS relating to medical expenses of Abrante. Abrante agrees to reasonably cooperate with Releasees upon request with respect to any claim that the CMS may make and for which Abrante is required to indemnify Releasees pursuant to this paragraph. Further, Abrante agrees to waive any and all future actions against Releasees for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

12. **Waiver.** The Parties acknowledge that the laws of some jurisdictions provide that a general release does not extend to claims that are not known or suspected to exist at the time this Agreement is executed, which, if known, would have materially affected the settlement, and the Parties specifically waive the provisions of any similar statutory or other provision of law in the Commonwealth of Pennsylvania.

13. **Sufficiency of Consideration.** The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, agreement, and right contained in this Agreement.

14. **Full Agreement.** This Agreement is intended by the Parties hereto as the final expression of their agreement and as a complete and exclusive statement of the terms and provisions thereof. There are no prior or contemporaneous oral or written agreements modifying, limiting, or expanding the rights and obligations set forth in this Agreement, and this Agreement supersedes any prior agreements, representations, negotiations, or understandings

between or among the Parties and their agents, servants, employees, representatives, or attorneys. No representations, understandings, or agreements have been made or relied upon in the reaching of this settlement other than those specifically set forth herein. In executing this Agreement, the Parties have relied solely upon their own judgment, beliefs, and knowledge concerning the nature, extent, and duration of their rights and claims hereunder.

15. **No Oral Modifications.** This Agreement may not be modified or amended except in writing executed by all Parties hereto.

16. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's representatives, beneficiaries, executors, administrators, heirs, agents, servants, employees, successors, and assigns and to those possessing power of attorney for any Party.

17. **Construction.** The Parties understand and agree that none of them shall be deemed to be the drafter hereof for the purpose of construction or interpretation of this Agreement.

18. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; however, if any term or provision (including any paragraph, sentence, clause, or word) of this Agreement shall be determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, such determination shall not affect the remaining terms or provisions of this Agreement, which shall continue in full force and effect.

19. **Settlement Authority.** The Parties warrant their undersigned representatives are duly authorized to execute this Agreement and are of sound and competent mind. They further warrant that their representatives fully understand, and voluntarily accept, its terms for the

purpose of making a full and final compromise of any and all claims, actions, and causes of action between the Parties to this Agreement.

20. **Voluntary Action**. The Parties represent, warrant, and agree that they have thoroughly read and understood the terms of this Agreement, discussed any questions in regard to this Agreement, and have voluntarily entered into this Agreement to resolve all claims relating hereto.

21. **Ability to Consult with Attorney**. The Parties acknowledge that they have consulted with an attorney of their own choosing regarding the contents of this Agreement and the legal effects of entering into this Agreement, or have had a reasonable opportunity to consult with an attorney, but have chosen on their own accord not to do so.

22. **Governing Law**. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania as of the date of this Agreement, without regard to its choice-of-law rules.

23. **Captions**. The captions herein have been added solely for reference purposes and are not meant and should not be used to add, alter, or substantively interpret any provision herein.

24. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. The Parties further agree that signatures sent by facsimile or electronic transmission shall be as binding as original signatures, and that a true and correct photocopy of this Agreement, as executed by all Parties hereto, may be used in lieu of the original for all purposes.

LANCASTER COUNTY COMMISSIONERS' MEETING

AGENDA

SEPTEMBER 13, 2016

7:00 P.M.

COLERAIN TOWNSHIP MUNICIPAL BUILDING



1. Meeting Called to Order: This evening's meeting will be conducted by Commissioner Dennis Stuckey.
2. Pledge of Allegiance
3. Minutes as Distributed: Postpone approval of August 17, 2016 Commissioners' Meeting Minutes, August 24, 2016 Commissioners' Meeting Minutes, August 31, 2016 Commissioners' Meeting Minutes and September 7, 2016 Commissioners' Meeting Minutes.
4. Welcome and Thank You
5. Old Business:
6. New Business:
 - a. **Colerain Township Presentation**
Walter Todd, Chairman, Colerain Township Board of Supervisors
 - b. **District Attorney's Office – Victim/Witness Services – Grant Application**
Pamela Grosh, Director, Victim/Witness Services, District Attorney's Office
 - c. **Solicitor's Office – Settlement Agreement and General Release of Claims**
Christina Hausner, County Solicitor
7. Questions and Answers from Public
8. Adjourn