LANCASTER COUNTY COMMISSIONERS’ MEETING AGENDA  
Wednesday, May 27, 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
4. Executive Session Announcement
5. Old Business:
   a. Re-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. Resolution No. 36 of 2020 – Lancaster County’s COVID-19 Relief Fund
      Board of Commissioners

“continued”
6. New Business:

   a. Center for Traffic Safety Presentation and Letter of Support for Fiscal Year 2021-2023 Grant Application for Community Traffic Safety Project on behalf of the York County Board of Commissioners
      Barbara Zortman, Director, Center for Traffic Safety, York, Pennsylvania

   b. Resolution No. 41 of 2020 – Budget Adjustments for CARES Act Funds
      Patrick Mulligan, Director, Budget Services

   c. Court Administration – Services Agreement for Peacekeeping Services to Magisterial District Courts during the COVID-19 Pandemic and Declaration of Judicial Emergency
      Honorable David Ashworth, President Judge
      Russell Glass, Deputy Court Administrator
      Honorable Raymond Sheller, Magisterial District Judge
      Nicholas Wachinski, Esquire, Constable Peace Keeping Details, LLC

   d. Amendment to Services Agreement with the Lancaster Chamber of Commerce and Economic Development Company of Lancaster County
      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. 36 OF 2020

LANCASTER COUNTY COVID-19 RELIEF FUND

On motion of Commissioner ________, seconded by Commissioner ________;

WHEREAS, since the emergence of the COVID-19 coronavirus in December of 2019 in China, the world has been in the grip of a pandemic. Countries around the world, including the United States, individual states, including Pennsylvania, counties and municipalities, including Lancaster County, have declared states of emergency due to the public health crisis; and

WHEREAS, in order to protect and save lives, business shutdowns, stay-at-home orders, social distancing and virus spread mitigation measures have been enacted. To assist with the economic fallout from these measures to protect public health, state and federal governments have provided financial assistance. In March, Congress and the President worked on several bills that are now known as the Coronavirus Aid, Relief and Economic Security (CARES) Act; and

WHEREAS, Lancaster County is fortunate to have received funds through the CARES Act, including being only one of seven counties in Pennsylvania to have received a direct allocation of $95,224,630 in CARES Act Funds through Title V, and other funds. Title V of the CARES Act provides that payments from the Fund may only be used to cover costs that (directly quoted from the Act):

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

In addition, according to guidance, which is still evolving, from the U.S. Treasury Department, any Title V CARES Act funds which are not expended and still remain on 12/30/2020, and/or expenses deemed by Treasury to not be in compliance with the Act, must be returned to Treasury. Also made clear that these funds “may not be used to fill shortfalls in government revenue” and must be used for “expenditures that are for actions taken to respond to the COVID-19 public health emergency;” and

WHEREAS, compliance with the statute and provided guidance will be through audits by the Treasury Inspector General, therefore accounting for, and having proper documentation of expenses and rationale for said expenses, is vital. Given the urgent needs created, and yet still evolving, by the COVID-19 crisis, the County must have a framework to deploy the funds in an effective, efficient and transparent manner, and

WHEREAS, the County has developed said framework in a document titled “Lancaster County COVID-19 Relief Fund,” which is attached, and incorporated herein, articulates the Board of County Commissioners three overarching priorities during the COVID-19 pandemic crisis:

1. Protecting the health, welfare and safety of county citizens with a goal of providing funds that will enhance virus spread mitigation efforts and provide assistance to at-risk and vulnerable populations;

“continued”
2. Maintaining public service continuity of operations and effective emergency response with the goal of ensuring that essential public services by the County and local governments can be maintained in a safe manner and providing for an effective emergency response;

3. Reopening and supporting the local economy so that individuals, families and businesses can once again thrive with the goal of providing “economic support to those suffering from business interruptions due to COVID-19-related business closures” in order to reopen or maintain operations during the crisis; and

WHEREAS, CARES Act funds wholly support these priorities and are more fully described, with examples based on Treasury guidance provided to date, and with initial allocations of CARES Act Title V funds in the framework, and

WHEREAS, the County must ensure and be able to demonstrate compliance with funding requirements, the framework provides for the requirement of internal departments, elected offices, and external agencies receiving funds to provide documentation on the expenditure of these funds, and

WHEREAS, the County Commissioners, to ensure transparency in the allocation and utilization of the CARES Act funds, the framework requires regular and timely reports to be submitted to the Commissioners, which will be made publicly available through various means, and in accordance with appropriate laws,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA that the Board hereby approves Resolution No. 36 of 2020 providing a framework for, and parameters guiding, the oversight and allocation of the CARES Act Title V Funds as more fully described in the attached document, “Lancaster County COVID-19 Relief Fund.”

ADOPTED this 27th day of May, 2020 by the Board of Commissioners of the County of Lancaster, Pennsylvania in lawful session duly assembled.

ATTEST:

Joshua G. Parsons, Chairman

Ray D’Agostino, Vice Chairman

Craig E. Lehman

Lawrence M. George, Chief Clerk
County of Lancaster, PA
Date: May 27, 2020

5/27/20
LANCASTER COUNTY COVID-19 RELIEF FUND

Background

Since the emergence of the COVID-19 coronavirus in December of 2019 in China, the world has been in the grip of a pandemic. Countries around the world, including the United States, individual states, including Pennsylvania, counties and municipalities, including Lancaster County, have declared states of emergency due to the public health crisis.

March 6, 2020 - Governor Wolf issued a Declaration of Disaster Emergency
March 13, 2020 - President Trump issued a Proclamation of Disaster Emergency
March 17, 2020 - Lancaster County Commissioners approved a Declaration of Disaster Emergency, and since that time, the County has taken the following actions in response to the declared emergency:

- Implemented its Continuity of Operations Plans, upgraded our IT capabilities to increase remote access and developed modified personnel policies to maintain essential public services
- Lancaster Emergency Management Agency leads efforts to deploy some PPE, provide situation reports, be point of contact with state agencies, hospital systems, etc.
- Established a webpage and dashboard on County website to provide the public with access to accurate and up-to-date information and guidance
- Hold weekly conference call meetings with County EMA leadership and community leaders within the health systems, federal and state legislature, emergency services, long-term care facilities, and the Pennsylvania Department of Health (DOH)
- Hold regular press conferences including several community leaders to provide updates
- Engaged a Public Health Emergency Advisor to provide technical, administrative and logistical advice and assistance during the current COVID-19 public health emergency

In order to protect and save lives, business shutdowns, stay-at-home orders, social distancing and virus spread mitigation measures have been enacted. To assist with the economic fallout from these measures to protect public health, state and federal governments have provided financial assistance.

In March, Congress and the President worked on several bills that are now known as the Coronavirus Aid, Relief and Economic Security (CARES) Act. Following is a timeline of the CARES Act and actions taken by Lancaster County:

3/27/2020 – CARES Act signed into law by President Trump
4/15/2020 – County submits certification to receive direct allocation of Title V Funds (due 4/17)
4/22/2020 – U.S. Treasury issues initial guidance on use of funds
  - County receives direct deposit of funds
4/24/2020 – County internal working group begins to discuss fund accounting and deployment
4/28/2020 – National Association of Counties hosts a webinar / Q&A with Treasury Department
5/04/2020 – U.S. Treasury issues more guidance through FAQs
5/06/2020 – Board of Commissioners reviews draft proposal for deployment of funds

Lancaster County is fortunate to have received funds through the CARES Act, including being only one of seven counties in Pennsylvania to have received a direct allocation of $95,224,630 in CARES Act Funds through Title V, and other funds as listed later in this document.
Title V of the CARES Act provides that payments from the Fund may only be used to cover costs that (directly quoted from the Act):

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

In addition, according to guidance, which is still evolving, from the U.S. Treasury Department, any Title V CARES Act funds which are not expended and still remain on 12/30/2020, and/or expenses deemed by Treasury to not be in compliance with the Act, must be returned to Treasury. It was also made clear that these funds "may not be used to fill shortfalls in government revenue" and must be used for "expenditures that are for actions taken to respond to the COVID-19 public health emergency."

Treasury guidance provides examples of eligible and ineligible expenses; however, and importantly, they acknowledge flexibility. "The statute (CARES Act) also specifies that expenditures using Fund payments must be ‘necessary.’ The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending the Fund payments."

Compliance with the statute and provided guidance will be through audits by the Treasury Inspector General, therefore accounting for, and having proper documentation of expenses and rationale for said expenses, will be important.

Given the urgent needs created, and yet still evolving, by the COVID-19 crisis, the aforementioned priorities and guidance provided by Treasury, the County must have a plan to deploy the funds in an effective, efficient and transparent manner, and in compliance with the authorizing legislation and regulations. This document is meant to provide that plan, realizing that it will require flexibility and updating as further guidance is provided, to respond to needs as crisis continues to evolve, and/or if more funding is provided.

The COVID-19 Relief Fund Framework

This Plan was developed using guidance received from U.S. Treasury, through situational awareness, lessons learned and feedback from the deployment of federal and state funding, and input from internal County and various community leaders.

The Board of Commissioners has three overarching priorities during the COVID-19 pandemic crisis: protecting the health, welfare and safety of County citizens; maintaining County services in a safe and secure manner; and, the reopening and support of the local economy so that individuals, families and businesses can once again thrive. CARES Act funds wholly support the priorities identified. These priorities are more fully described, with examples based on Treasury guidance provided to date.
Protecting the health, welfare and safety of the county
The goal is to provide funds that will enhance virus spread mitigation efforts and provide assistance to at-risk and vulnerable populations.

Examples
- Costs related to cleaning / sanitizing private and public group living facilities necessitated by coronavirus disease (above routine cleaning), purchase of PPE, providing training on mitigation efforts for high risk / vulnerable populations
- Expenses by emergency responders to assist with specific pandemic related service costs that have not been or will not be reimbursed through other sources (such as federal and/or state emergency assistance or other CARES Act funding)
- Costs associated with testing and contact tracing
- Development of communications efforts to the community and businesses for social distancing and spread mitigation efforts
- Funds for community services (housing, food, etc.) provided by public and non-profit agencies to assist pandemic vulnerable populations to augment existing funding, or provide funding for, expenses for which no other funding sources exist.

Maintaining public service continuity of operations and effective emergency response
The goal is to ensure that essential public services by the County, municipalities and school districts can be maintained in a safe manner and providing for an effective emergency response.

Examples:
- Costs related to cleaning and/or sanitizing public facilities and properties necessitated by coronavirus disease (above routine cleaning)
- Purchase of PPE and equipment for social distancing / spread mitigation measures
- Payments for the Public Health Emergency Advisor
- Costs associated with improving telework / remote work capabilities
- Costs for equipment and/or services to improve safety for employees and the public in physical county locations (buildings, prison, parks, etc.)
- Communication efforts to the public related to the public health emergency
- Costs associated with departments providing specific services necessitated by coronavirus disease to pandemic vulnerable populations
- Salary and benefits of existing employees who are reassigned from normal duties or new employees hired to perform COVID-19 duties; public health and safety personnel; and hazard pay.
- Reimbursement of expenditures made by municipalities and school districts in Lancaster County for responding to COVID-19 that have not been or will not be reimbursed through other sources (such as federal and/or state emergency assistance) – [Note: At the time of adoption of this plan, Congress is deliberating on a “CARES Act 4,” which may specifically include funds for this and loss of revenue.]

Reopening and support of the local economy so that individuals, families and businesses can once again thrive
The goal is to provide "economic support to those suffering from business interruptions due to COVID-19-related business closures” in order to reopen or maintain operations during the crisis.

- Training and technical assistance on social distancing and spread mitigation efforts to private and non-profit businesses
- Purchase of PPE and equipment and physical retrofits to increase for social distancing and spread mitigation measures
- Providing grants or forgivable loans to public, private, and non-profit businesses suffering from closure and commerce interruptions, which may cover such things as rent, debt and/or utility payments, and working capital (including reasonable administrative costs to those administering an application/recommendation program)
Allocation of Funds
It is clear from what we see in our community and across the nation, that a local robust response to mitigate the public health and economic effects of the crisis are necessary. To provide a concept of the potential outlay of funds for each category, the following allocation plan is an initial estimate. This is based on rough assessments from various internal county and external organizational contact and not meant to be strict or "hard and fast."

Estimated Allocation by Category for Title V Funds

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Protecting the health, welfare and safety of the county</td>
<td>$34,000,000</td>
</tr>
<tr>
<td>Maintaining public service COOP / emergency response</td>
<td>$12,500,000</td>
</tr>
<tr>
<td>Reopening and support of the local economy</td>
<td>$34,440,935</td>
</tr>
<tr>
<td>Reserve</td>
<td>$14,283,696</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$95,224,630</strong></td>
</tr>
</tbody>
</table>

It should be noted that other *substantial* state and federal government funding and resources have been, and are continuing to be deployed to address the first category. To be most effective in meeting the needs of the County during the timeframe it has the ability to utilize the funds (12/30/20), the funds should be deployed in 3 "tranches."

Why 3 tranches? The reason is based on experience, uncertainty in regard to the evolving situation, and a desire to be flexible and prudent. Consider the following:

1. Recent experience has taught us that when Congress rapidly launched the Paycheck Protection Program (PPP) to assist small businesses with the dire economic effects of closure, while it certainly helped many struggling businesses, unintended consequences can occur (discussed further later). Providing funds at in a phased approach, ensures that we have the ability to assess the effectiveness of any programs and expenditures, and to make adjustments as needed.

2. We are in unchartered territory. As we move through the crisis, the situation on the ground, guidance from other level governments, and priorities will undoubtedly change. Providing funds at different times will allow for needed flexibility.

3. The timing and amounts of the tranches are an effort not only to be flexible, but to be prudent given what we know at this time regarding the economy and COVID-19. Tranches 1 and 2 are planned to happen during the spring and summer, while tranche 3 will be held for the fall to respond to a possible resurgence of the virus and/or latent economic effects (a reserve).

When reviewing proposals and/or contracting with entities, the County should seek to allocate funds in a phased approach, as appropriate and applicable. For example, if a business grant fund is established, there would be 2 or 3 separate application and award periods. Also, from past experience with other state and federal fund outlays, a "first come, first served" methodology should be avoided. Such a system has led to disparity in the provision of needed assistance to businesses, especially smaller businesses.

Process of Awarding and Expending Funds
County expenses which fall under the category of "maintaining public service continuity of operations and effective emergency response" will be handled through existing, long established protocols for expending public funds, ultimately leading to formal approval by the County Commissioners. Working through the Chief Clerk, County elected officials, including the Controller, the directors of Purchasing and of Budget Services, expenses will be vetted to ensure compliance with this Plan. With respect to local governments a review team that will consist of people from Lancaster County Emergency Management, Controllers Office and
Budget Services to review and make recommendations for reimbursing eligible expenses. Funds provided to “protect the health, welfare and safety of the county” will be expensed working with our Lancaster Emergency Management Agency (LEMA) and the Public Health Emergency Advisor (PHEA). Given the nature of the public health crisis, providing funds to support existing and/or new efforts to protect lives by mitigating the spread of COVID-19 is vital and exigent. This work may be in conjunction with work by Pennsylvania Department of Health, county hospital systems, nursing home facilities, emergency service providers, etc. Requests for assistance will be directed to LEMA for urgent assessment in conjunction with the PHEA and a recommendation made to the County Commissioners for action.

When possible, working groups including members of like organizations will be formed to develop recommended guidelines and procedures to submit to the Commissioners for discussion and final approval at a public meeting before implementation. For example, the county may develop different working groups for local governments, emergency services, school districts, etc. Protocols and agreements for ongoing and expedited assistance may also be made on an individual basis.

It has been said that Lancaster County is one of, if not the most, collaborative and relational counties in Pennsylvania. This is a source of pride as it has undoubtedly led to Lancaster County being seen as successful and named to many top 10 lists indicating all manner of prosperity. Lancastrians work together and care for each other in many meaningful and innovative ways. This is important to us and has led to success in ordinary and tough times, and it will therefore be absolutely critical as we look to get through this unprecedented crisis. Put another way, government cannot and should not do this alone, particularly when it comes to “reopening and supporting the local economy so that individuals, families and businesses can once again thrive.”

Therefore, the County will use existing public-private collaborations, as feasible and appropriate, to deploy a portion of these funds. Examples include the potential of:

- Allocating funds to the Economic Development Company (EDC) of Lancaster County to assist in the implementation of parts of the Lancaster County Economic Recovery Plan developed in partnership with the Lancaster County Chamber of Commerce and Industry (Chamber).

- Allocating funds to other County agencies to deploy funds using their expertise and existing processes, such as the County Housing & Development Authorities for provision of housing and economic development assistance for low-to-moderate income individuals and businesses. Such an allocation will be used to augment or otherwise "backstop" funds they have already received for the same or similar purposes.

- Allocating funds to non-profit organizations to provide for the health and welfare of county citizens suffering negative economic and well-being effects. For example, the Lancaster County Community Foundation, who, in conjunction with the United Way of Lancaster County, developed the Lancaster Cares Fund, the County may provide an allocation to augment or otherwise "backstop" funds they have raised. In addition, the Foundation has an already well-established and highly successful grant program to increase the capacity of charitable non-profit businesses and organizations, which may be used to provide grants to offset the effects of closure.

- Contracting with a public health entity or entities to manage an extensive county-wide testing and contact tracing program.
At each step along the way, the County will exercise oversight. The County will accept proposals from agencies providing these services, review the proposal, and render a decision at a public meeting. The County will look to the agencies to develop criteria, vet applications and recommend individual grant awards to be approved by the County Commissioners. Agencies receiving funds will be required to sign an Agreement with the County which will provide for, among other things, invoicing, certification of adherence to regulations and established guidance, record keeping, and reporting. The County will not be accepting applications from individuals for financial assistance and reserves the option of seeking and/or accepting other proposals for some of the work to be completed through the deployment of these funds.

It will also be important to ensure accounting and coordination of all funds received which are dedicated to the COVID-19 response. The County has appointed the Director of Budget Services to provide this important function.

Below are various CARES Act funds the County has received to date:

| CARES Act - Title V | $95,224,630 |
| CARES Act – CDBG (LCHRA) | $1,724,064 |
| CARES Act – ESG (LCHRA) | $854,500 |
| CARES Act - Elections | $501,173 |
| CARES Act – EFSP (United Way) | $223,314 |
| CARES Act - Office of Aging | $1,496,352 |

Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) funds awarded to the County are administered by the Lancaster County Housing & Redevelopment Authorities (LCHRA). Planned uses of the CDBG and ESG funds are handled through a public process, including approval by the Board of Commissioners at a public meeting. Other grant funds are administered by the County through appropriate departments and existing protocol to augment existing programs and services. Lancaster County was recently notified that it will receive additional funds for Emergency Food and Shelter Program (EFSP) which will be directed to the County’s long-standing approved agency to receive such funds, the United Way.

Finally, as always, the public has the ability to communicate and request action by the County Commissioners. Realizing that funds can only be utilized for COVID-19 related expenses, to the extent that some believes there to be a gap in need not filled by this framework, those issues can be brought directly to the Board of Commissioners.

**Record Keeping and Transparency**

The County must ensure and be able to demonstrate compliance with funding requirements. Therefore, it will require internal departments, elected offices, and external agencies receiving funds to provide documentation on the expenditure of these funds. Such documentation may include, but not be limited to, receipts, invoices, and reports that provide a brief explanation of the necessity of the expenditure(s) in relation to addressing COVID-19.

As previously stated, all expenditures will be tracked by the Director of Budget Services, who will issue regular reports (not less than monthly). These reports will be provided to the County Commissioners for review and/or approval as necessary, and at a minimum, include a detailed summary of expenses which shall be posted on the County’s website. Specific inquiries with respect to the use of funds may be made through existing “right-to-know” protocols.
May 27, 2020

Chris Swihura, Manager
Local Safety Programs
PennDOT Bureau of Maintenance and Operations
Box 2047
400 North Street
Harrisburg, PA 17105

Dear Mr. Swihura:

The County of Lancaster is pleased to support the Center for Traffic Safety’s grant application on behalf of the York County Board of Commissioners for a Federal Fiscal Year 2021-2023 Community Traffic Safety Project agreement.

We have reviewed and support the proposed activities in the application. This letter serves to document our active voice in the initiation, development, and pending implementation of the activities intended to advance the prevention of motor vehicle crashes within Lancaster County.

We understand York County and the Center for Traffic Safety will take responsibility to lead and administer the grant agreement, and look forward to working with them to promote traffic safety in our community.

Sincerely,

Joshua G. Parsons, Chairman

Ray D’Agostino, Vice Chairman

Craig E. Lehman

Board of Commissioners of
Lancaster County, Pennsylvania

JGP/RD/CEL/lj
The following is an overview of our Problem Identification for Federal Fiscal Year 2021-2022 (October 1, 2020 through September 30, 2022).

Lancaster Pie Chart (5-Year Avg Fatalities)
2015-2019

- Work Zone Safety: 1%
- Teen Driver: 10%
- Seat Belts: 20%
- Pedestrian Safety: 9%
- Motorcycle Safety: 8%
- Impaired Driving: 15%
- Mature Driver: 16%
- Commercial Motor Vehicle Safety: 10%
- Distracted Driving: 4%
- Child Passenger Safety: 1%
- Bicycle Safety: 1%
- Aggressive Driving: 6%

pennsylvania
DEPARTMENT OF TRANSPORTATION
CENTER FOR TRAFFIC SAFETY

GENERAL STRATEGIES
The following policies will be commissioned across the board in all of the identified traffic safety focus areas.

MEASURABLE OUTCOMES
Whether looking to continue existing programs or creating new approaches, an appropriate evaluation tool will be implemented. In both scenarios, we intend to consider if a measurable outcome is even achievable, which will carry significant weight on our planning process.

PROVEN STRATEGIES/COUNTERMEASURES THAT WORK
There is no reason to re-invent the wheel if there is something already working successfully, and there is even less logic to continue with programming that has not proven effective for our region. The National Highway Traffic Safety Administration's document "Countermeasures That Work" is consulted in the development of our proposal and work plans.

PENNSYLVANIA'S STRATEGIC HIGHWAY SAFETY PLAN 2016
This document is heavily consulted in the development of our overall activity goals and activities, and is instrumental in developing new activity, sustaining and establishing collaborative efforts, and determining a clear direction.

MOBILIZATION CALENDAR
The mobilization calendar will be continually referenced for initial planning in order to coordinate local activity with that occurring both statewide and nationwide.

CRASH MAPS
In each focus area, we will employ a laser approach by studying crash maps to determine exactly where the majority of crashes and injuries are occurring, and then focus our outreach and education on that area.

HIGH-VISIBILITY ENFORCEMENT EFFORTS
In cases where education and legislation have failed to influence behavioral change, law enforcement is mobilized. These high-visibility enforcement efforts produce great results when used in conjunction with conventional and social media, and other various educational campaigns.

NETWORK OF EMPLOYERS FOR TRAFFIC SAFETY (NETS)
In many of our focus areas, employers can play a large role in reaching target audiences. We will promote NETS, and encourage employers to join.
AUDIENCE RESPONSE SYSTEM (ARS)
Audience participation is a proven, effective strategy. Our office employs this form of interactive audience participation frequently, among all demographics and including all traffic safety concerns. With ARS, a combination of focus areas can be addressed in one presentation, while it can also be adapted to address a specific area of interest.

PENNSYLVANIA CRASH INFORMATION TOOL (PCIT)
The Center for Traffic Safety relies heavily on this data tool. It is also committed to training other professionals in the use of this online system; i.e. law enforcement, media representatives.

FOCUS GROUPS/ROUNDTABLE DISCUSSION
Whenever possible, this approach is utilized in order for us to effectively reach specific subgroups within each focus area. Asking our target audience for assistance in discovering what they feel the problems are, what the solutions may be, is critical in developing effective work plans.

PEER-TO-PEER AMPLIFICATION
On the heels of focus groups and round table discussions, we consistently engage our target demographic to serve as our advocates to promote our traffic safety messages to their peers. This approach is typically used for teen, but is equally effective with the 65+ population.

SOCIAL MEDIA
In every focus area, social media is utilized on a daily basis; Facebook and Twitter. Since those mediums are where an ever growing segment of the population turns to for news, education, and updates, this is the most reasonable venue to share messages. Our office administers three Facebook pages: Center for Traffic Safety, DUI Council of Lancaster County, and “Here...But Driving” (a distracted driving campaign page). Collectively, we have over 1,500 followers.

Strategies have been created to meet all of the identified traffic safety problems. Data was broken down to include three distinct areas:

1. Prioritizing regional strategic focus areas (SFAs) based on the most severe problems;
2. Implementing strategies that will have the greatest impact on the SFAs; and
3. Expanding community partnerships to maximize available resources.

The Center will continue to work with its many local stakeholder to define objectives including, but not limited to: 1) encouraging other groups to conduct educational programs for various audiences such as schools, businesses, community groups, health agencies, police agencies, and other identified groups; 2) utilizing materials/programs/projects that are appropriate and effective in reaching the target population/safety issue; 3) educating the public concerning Pennsylvania’s motor vehicle laws; 4) encouraging other groups and organizations to become child passenger safety technicians and take responsibility for the program; and 5) partner with police departments to mount collaborative education/enforcement initiatives—particularly those related to seat belt, speeding, and aggressive driving laws.
The Center also participates in all national events, enforcement mobilizations, and related activities according to established safety mobilization calendar of events provided by the National Highway Traffic Safety Administration and the Pennsylvania Department of Transportation.

When possible, activities will be coordinated to maximize resources. Project staff will continue to focus on the top SFAs and deliver programs to schools, educators, community groups, etc., as requested.

Additionally, efforts will be made to concentrate activities around programs that will have the greatest impact on reducing traffic crashes. In many areas, we can combine several messages to ensure the critical issues are being addressed.
MEASURABLE OUTCOMES

With so many traffic safety issues requiring our attention, we recognize that it is necessary to actively utilize tools by which we can measure outcomes. By prioritizing our activity based on whether or not we can achieve a measurable, we will be in a much better position to more effectively utilize all available resources, such as staff time, and funding, while also having a reasonable expectation of the desired results.

The tools we use to measure outcomes depend largely on the activity itself. For example, although a pre- and post-event quiz is an effective way to measure the impact a seat belt presentation has on high school students, it cannot be used to prove the effectiveness of high visibility enforcement projects, such as the Pennsylvania Aggressive Driving Enforcement & Education Program. In order to measure that program's success, we examine crash data trends within the jurisdictions and along the roadways on which the program is conducted. Both activities have measurable outcomes, but the evaluation tools differ greatly.

Some of the programs that we conduct on an annual basis, we already know are proven strategies because we observe positive results from year to year, such as steadily increased seat belt usage rates among teen drivers at the schools where we conduct our annual high school seat belt challenges. That is an easily measured outcome. In other cases, we engage programs that are Evidence Informed Programs -- those programs that have already been recognized as having effective measurable outcomes from groups such as the Pennsylvania Department of Health. An example of such a program would be a peer-to-peer approach, which is well recognized as an effective marketing strategy to get a message out to a specific target audience.

In any and all focus areas and program development, we will diligently consider what instrument will be used to gauge the potential impact that each individual activity will have on the featured issue. By doing this, we will be able to determine whether or not we move forward with that action item, or develop a different approach that would lead to more effective results.

Fortunately, we now have a functional, research intensive document provided by Children's Hospital of Philadelphia that is proving to be an invaluable tool in developing and implementing evaluations and measurements, and marrying the appropriate evaluation tool with specific activities.
TARGET MARKETING

Year after year, the strategic focus areas in our region vary only slightly. When asking ourselves what we can do to be more effective, we have determined that we clearly need to abandon the shotgun approach to developing and delivering our traffic safety messages. Dissecting our target audience is imperative to achieving our goals. What works for one target demographic may not work for another.

In developing targeted programming, we not only consult data, but also the overall identity of the demographics involved in the specific focus area. If we are going to successfully reach our target audience, we need to determine exactly who needs to be reached, and the most effective approach to use that will impact them the most. The latter may be the missing link to explaining why some of our focus areas continually appear in the top five. Development of new programs/outreach, eliminating or modifying existing approaches, and putting into place the tools needed to measure outcomes are all essential considerations as we move forward into the next grant period.

Advertisers have long known that age demographics affect marketing efforts dramatically and they alter the delivery of a particular message accordingly. Since we are in essence ‘marketing’ a product (traffic safety) it would benefit us greatly to adopt that same strategy. It is essential for us to know our target market and adapt our approach accordingly. Successful marketers distinguish subsets within every target group; not every message will work on every person. Nor will what worked for teens a generation ago, work for the current generation.

Research has shown us that grouping an entire generation into one category is no longer an effective approach. There is a wide array of personalities and lifestyles within each generation. It is crucial that we avoid stereotyping. What works for the younger end of a generation does not work for the older end of that same generation. “Micro-targeting” is the proven strategy, and one that we have to espouse to if we want to be successful in effectively delivering our message.

It is critical to realize that the ads, and the delivery of those ads that worked for a specific generation in 2020 will not work for that same demographic in 2020. As generations evolve and technology evolves, so must our approach.

Next, we need to reflect on the battle of the sexes. Men and women do not speak alike, nor do they think alike. Therefore, they respond differently to similar approaches. Adapting our message slightly to recognize those differences can bring about the desired result. We can send the same message to both genders, but the delivery has to have a different tone, altered somewhat to catch the attention of both genders.

Not to be neglected in our approach are ethnic changes, and diversity. Growth of the non-Hispanic white population is on the decline, while the Hispanic population continues to grow at a rapid pace. The use of bilingual material and resources is becoming more and more critical if
we are going to reach this large segment of the population. Race and ethnicity also affects the way a particular group views, comprehends, and responds.

The bottom line is that one size does not fit all in any field of marketing; including traffic safety. The message in every focus area can remain the same, but the delivery of that message needs to be modified depending upon the demographics, the ages within each generation, gender, and ethnicity of the target audience.
RESOLUTION NO. 41 OF 2020

On motion of Commissioner____________, seconded by Commissioner____________, it was agreed for the County of Lancaster to recognize $59,148,856 from the total amount available in CARES Act revenues and appropriating the funds necessary for the purchasing and distribution of Personal Protective Equipment (PPE) for the small businesses throughout Lancaster County and to amend Resolution No. 37 of 2020 approved May 13, 2020.

During the May 20, 2020 Commissioners Meeting, it was agreed to that the County of Lancaster would enter in an agreement with the Lancaster Chamber of Commerce and Lancaster Economic Development Corporation for the purpose of establishing a county economic recovery and sustainability program totaling $33.400 million for the period ending December 31, 2020. At the same meeting, it was agreed to that the County of Lancaster would enter into an agreement with Lancaster General Hospital for the purposes of establishing a county-wide Contact Tracing and Testing program totaling $24.749 million for the period ending December 31, 2020.

In addition, this resolution allocates for spending $4.224 million for county purposes and amends Resolution No. 37 of 2020 approved May 13, 2020 by correcting the $1.0 million revenue transaction that was incorrectly identified in the original resolution.

The expenditures meet the criteria established for eligibility under the CARES Act and represent only a portion of the eligible costs expected to be incurred by the County of Lancaster to address the COVID 19 pandemic.

Revenue Actions

TO:
Lancaster County-
COVID 19 Revenue Account
6311 A A1111 45006 $58,148,856 (+)

Lancaster County-
COVID 19 Revenue Account
6311 A A1111 45006 $1,000,000 (+)
(Amends Resolution No. 37 approved 05-13-20)

Appropriation/Spending Actions

TO:
Commissioners Office -
COVID 19-Small Business Personal
Protective Equipment (PPE)
7200 A A1111 45008 $6,000,000 (+)

“continued”
Resolution No. 41 of 2020
Page 2

Appropriation/Spending Actions (cont’d)

Commissioners Office -
COVID-19-Small Business Recovery
and Sustainability
7300 A A1111 45009  $25,000,000 (+)

Commissioners Office -
COVID-19-Small Business Communication
and Administration
7100 A A1111 45010  $2,400,000 (+)

Commissioners Office -
COVID-19-Contact Tracing and Testing
Program Costs
7300 A A1111 45010  $18,631,171 (+)

Commissioners Office -
COVID-19-Contact Tracing and Testing
Administration and Oversight
7100 A A1111 45010  $6,117,685 (+)

Commissioners Office -
COVID-19 Response Account
7200 A A1111 45006  $1,750,000 (+)

Commissioners Office -
COVID-19 Response Account
7300 A A1111 45006  $1,750,000 (+)

Commissioners Office -
COVID-19 Response Account
7100 A A1111 45006  $724,630 (+)

I, Lawrence M. George, Chief Clerk to the County of Lancaster, Pennsylvania, do hereby affirm
that the above motion was adopted by the Lancaster County Board of Commissioners at its regularly
scheduled meeting held on the 27th day of May, 2020.

ATTEST: ________________________________
Lawrence M. George, Chief Clerk
County of Lancaster, Pennsylvania
Date: May 27, 2020

5/27/20
On motion of Commissioner _______, seconded by Commissioner _______, it was agreed for the County of Lancaster, acting on behalf of Court Administration, to approve the following:

**Services Agreement With:** Constable Peace Keeping Details, LLC (CPKD)
Lancaster, Pennsylvania

**Purpose:**
To provide peacekeeping services to the Magisterial District Courts during the COVID-19 crisis and Declaration of Judicial Emergency, including, but not be limited to, protecting the health, safety and welfare of court staff and participants and ensuring safe operations. CPKD shall provide up to six constables each court day or additional constables if directed.

**Amount:**
Compensation rate is $32.50 per hour for work performed for a full day, and the minimum fee of four hours’ pay at $32.50 per hour if hours worked are less than four in a day (CARES Act Funding).

**Term:**
Commencing June 1, 2020 and continuing for a period of one month. This agreement shall automatically renew for additional one month terms unless terminated by either party with five days’ prior written notice.
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/GRA NT APPLICATIONS/CHANGE ORDERS, ETC.**

<table>
<thead>
<tr>
<th>Submitted by:</th>
<th>Name and Title:</th>
<th>Russell A. Glass, Deputy Court Administrator</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Department:</td>
<td>Court Administration</td>
</tr>
<tr>
<td></td>
<td>Date:</td>
<td>May 27, 2020</td>
</tr>
</tbody>
</table>

**Board Action Requested:**
(Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.)

Magisterial District Court Security during Covid19 Pandemic

<table>
<thead>
<tr>
<th>Provider Information: (Name, Address):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Constable Peace Keeping Details, LLC</td>
</tr>
<tr>
<td>Nicholas Wachinski</td>
</tr>
<tr>
<td>333 Ludwell Drive</td>
</tr>
<tr>
<td>Lancaster PA 17601</td>
</tr>
</tbody>
</table>

**Proposed Program Budget Information:**

<table>
<thead>
<tr>
<th>Service</th>
<th>2020-2021 Amount to be Approved</th>
<th>2019-2020 Amount</th>
<th>Amount Increase/Decrease</th>
<th>Percent Increase/Decrease</th>
<th>Percent Funding Source (Co., State, Fed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Magisterial District Court Security During Covid19 Pandemic</td>
<td>$200,000.00</td>
<td>$0.00</td>
<td>$200,000.00</td>
<td>+100.00%</td>
<td>Federal (Cares Act)</td>
</tr>
</tbody>
</table>

**Term of Contract:**
1 month and to renew monthly

**Budget Comments:**
Total cost until December 31, 2020 would not exceed $200,000.00.

**Program Information/Description of Service:**

Due to the Covid19 pandemic, the Lancaster County Court of Common Pleas is currently operating under a modified Declaration of Judicial Emergency. Such a declaration is likely to continue for the foreseeable future and necessitates the resumption of non-essential services that require the personal appearances of parties in the Magisterial District Courts. Under the guidelines provided by the Centers for Disease and Control and the Pennsylvania Department of Health, specifically with regard social distancing, access to these facilities will need to be restricted, directions will need to be provided to the participants, parties will be need to be advised of the health and safety protocols (such as wearing a mask) and general security will need to be maintained. This proposed contract with Constable Peace Keeping Details, LLC, provides a means by which Constables can provide this service to the Magisterial District Courts during the time.

updated January, 2013
periods of high volume or when contentious cases are heard. The agreed upon compensation rate is $32.50/hour. The total amount of this contract would exceed $200,000.00 nor extend beyond December 31, 2020.

**Complete sections pertaining to bid awards and Request for Proposals:**

<table>
<thead>
<tr>
<th># of Bids Received</th>
<th>Is Proposed Contract to the Lowest Bidder (Y/N)</th>
<th>If No, Please Explain</th>
<th>Performance Bond Required?</th>
<th>Define Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td></td>
<td>Due to the emergent nature of this crisis, this has not been put out for bid.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Complete Sections Pertaining to Construction Projects:**

<table>
<thead>
<tr>
<th>Amount of Change Order</th>
<th>Amount of Original Budget</th>
<th>Revised Total Budget Reflecting Change</th>
<th>Define Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Date you would like the County Commissioners’ To take official action on this item?:**

May 27, 2020

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

Honorable David L. Ashworth, President Judge
Russell A. Glass, Deputy Court Administrator
Honorable Raymond S. Sheller, Magisterial District Judge
Nicholas J. Wachinski, Esquire, Constable Peace Keeping Details, LLC

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

Same as above

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. **Exceptions to this deadline must be approved by the County Administrator.**

updated January, 2013
This AGREEMENT (the “Agreement”) is made and entered into this 27th day of May, 2020 by and between Constable Peace Keeping Details, LLC (“CPKD”), a Pennsylvania limited liability company with its principal address at 333 Ludwell Drive, Lancaster, Pennsylvania and the County of Lancaster (“County”) a third class county of the Commonwealth of Pennsylvania with an address of 150 N Queen Street, Lancaster, Pennsylvania.

BACKGROUND

WHEREAS, the County is a County Government responsible for the funding of the Court system, specifically the funding of the Magisterial District Court Offices thereof; and

WHEREAS, CPKD is a limited liability company organized to provide coordination and administrative support for sworn Constables who are empowered to quell a disturbance of the peace and to take necessary steps to keep the peace for the welfare and safety of the general public; and

WHEREAS, the County desires to engage Constables to provide peacekeeping services at Lancaster County Magisterial District Court Offices at times when court proceedings are conducted throughout the duration of a Declaration of Judicial Emergency, and particularly to enforce agency recommendations and guidelines required as a result of the COVID-19 pandemic; and

WHEREAS, CPKD desires to provide such services to the County in accordance with the terms and conditions contained in this Agreement.

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

1. **CPKD Obligations, Certifications and Representations**

   a. **Services.** The County hereby retains CPKD to provide peacekeeping services (the “Services”) during the COVID-19 crisis and Declaration of Judicial Emergency, which shall include, but not be limited to, protecting the health, safety and welfare of court staff and participants and ensuring safe operations during the COVID-19 pandemic in order to assist in the reopening of the Magisterial District Courts to provide access to the Courts as required by the Pennsylvania Constitution. CPKD shall provide up to six constables each court day or additional constables if directed.
b. **Duties.** Typical duties shall include taking reasonable measures to ensure that court participants adhere to the applicable and current guidelines established by the Centers for Disease and Control and the Pennsylvania Department of Health, including but not limited to enforcing social distancing; restricting access to court facilities as directed by the presiding official; providing guidance to court participants that facilitates the orderly progression of cases; implementing required health and safety protocols, such as wearing a mask and ensuring that the safety and wellbeing of the participants and general public is protected.


c. **Qualifications.** CPKD warrants that only qualified individuals who are currently certified by the Pennsylvania Commission on Crime and Delinquency to serve the Magisterial District Courts will perform the Services, and that all Services performed under this Agreement will be performed in a professional, lawful and competent manner.


d. CPKD certifies that neither the entity nor any of its contractor Constables are currently, and have never been, suspended from performing Constable services in any judicial district in the Commonwealth of Pennsylvania or subjected to any type of criminal or civil sanction, fine, civil monetary penalty, debarment, or other penalty.


e. CPKD certifies that neither the entity nor any of its contractor Constables are bound by any agreement or arrangement which would preclude Constable from entering into or fully performing the Services.


f. **CPKD warrants that all contractor Constables have successfully completed all training required under Title 44 Pa.C.S. Act 49.**


2. **Non-discrimination.** As a material term of this contract, the County requires that CPKD and its subcontracted Constables shall not discriminate on the basis of any legally protected class including age, race, color, religious creed, ancestry, national origin, sex or disability in the performance of this Agreement.

3. **Independent Contractor.** The parties acknowledge that CPKD and the contractor Constables are independent contractors. In no event will CPKD or the contractor Constables be deemed a joint venturer, partner, employee, or agent of the County by virtue of this Agreement. The County has no control over the manner or method by which CPKD or the contractor Constable meets its obligations under this Agreement, provided, that the Services will be performed in a competent, lawful and efficient manner and in accordance with current professional standards. The County will not withhold any monies for income tax, Social Security, unemployment insurance, or any other employee withholding nor will The County offer Constable any employee benefits, including, without limitation, pension benefits, workers' compensation coverage, and death and disability insurance. The individual Constable will be responsible for all employment related withholdings and benefits.
4. **Third Party Beneficiary.** The County acknowledges that CPKD shall contract with Constables certified by the Pennsylvania Commission on Crime and Delinquency to provide services under this Agreement. CPKD certifies that all CPKD/Constable contracts shall provide that the County is a third-party beneficiary of such contracts.

5. **Term and Termination.** This Agreement shall commence June 1, 2020 and continue for a period of one (1) month. Unless sooner terminated as set forth below, this Agreement shall automatically renew for additional one (1) month terms. Either party may terminate this Agreement without cause, at any time, by providing the non-terminating party with five (5) days’ prior written notice.

6. **Payment Terms.** In consideration of the Services provided by Constable, the County agrees to pay CPKD thirty-two dollars and fifty cents ($32.50) per hour for work performed. CPKD or its contractor Constables shall be responsible for the payment of all local, municipal, state or federal taxes which may be due and owing. CPKD shall be responsible for submitting a summary of hours worked each Friday to Russell A. Glass, see address and contact information below. Payment shall be made within the minimum period of time needed by the County Controller’s office for processing but in no case more than thirty (30) days following the submission of the summary of hours worked.

    County designee for payment submission is:
    Russell A. Glass
    Glass@co.lancaster.pa.us
    Deputy Court Administrator
    Lancaster County Court of Common Pleas
    Phone: 717-299-8041
    Fax: 717-295-3599

    It is anticipated that each constable shall serve a full day in service to the court, but for each day worked, County shall pay CPKD the minimum fee of 4 hours pay at the rate of thirty-two dollars and fifty cents ($32.50) per hour if hours worked are less than 4 in a day.

    County shall provide a minimum of 24 hours’ notice of cancellation of any scheduled constable services. If less than 24 hours’ notice is provided, County shall pay to CPKD as a cancellation fee 4 hours pay at the rate of thirty-two dollars and fifty cents ($32.50) per hour.

7. **Responsibility for Payment of Subcontractors.** CPKD warrants that it is solely responsible for paying its subcontractors for services provided to County, that County has no liability to its subcontractors and agrees to indemnify, defend and hold County harmless against any and all claims for payment made by its subcontractors against County.
8. **Insurance.** CPKD shall ensure that each Constable maintains, at all times during the term of this Agreement and at his or her expense, the necessary insurance coverage required by statute, any regulation, rule or other policy established by the Pennsylvania Commission on Crime and Delinquency with the expectation and representation that such insurance shall apply to claims, losses, or damages arising out the performances of services under this Agreement.

CPKD shall furnish, on behalf of each Constable, to the County, a copy of the declarations page for the current insurance coverages and terms required under this Agreement prior to the commencement of Services or at the time the Services commence. CPKD will promptly notify the County in the event such insurance policies are cancelled or otherwise not renewed for any reason.

In addition to each Constable maintaining necessary insurance coverage as set forth above, CPKD shall during the term of this Agreement, at its own expense, maintain commercial general liability insurance against any claims for bodily injury, death or property damage, and such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the Services described herein. 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 for CPKD:**

- **General Liability:**
  - $1,000,000 General Aggregate
  - $1,000,000 Personal & Advertising Injury
  - $1,000,000 Each Occurrence
  - $5,000 Medical Expense (any one person)

CPKD shall provide its certificate of insurance to the County, certifying the applicable insurance provisions herein required (i) upon the execution of this Agreement, and (ii) at any other time upon County’s request; CPKD shall not permit any condition to exist and shall not commit any act or omission, which would wholly or partially invalidate any insurance.
9. **Indemnification.** CPKD agrees to indemnify, defend, and hold harmless the County against any liability, claim, action, loss, cost, damage, or expense incurred or suffered by the County, directly or indirectly, arising out of a breach or non-fulfilment of any provision of this Agreement, the negligent or intentional acts or omissions of CPKD and/or its subcontracted Constables arising under or relating to this Agreement, 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 CPKD or its subcontractors (including any reckless or willful misconduct) and/or any failure by CPKD or its subcontractors to comply with any applicable federal, state or local laws, regulations, or codes in the performance of its obligations. CPKD agrees to indemnify, defend and hold the County harmless against any wage or payment claim by such constable subcontractor. The provisions of this section shall survive the termination or expiration of this Agreement.

10. **Notices.** Any notice required to be given pursuant to this Agreement shall be in writing, addressed to each party at the addresses noted below. Notices will be deemed to have been received upon: (i) actual receipt; (ii) one (1) business day after being sent by overnight courier service; or (iii) three (3) business days after mailing by first class mail, whichever occurs first.

If to the County:

Russell A. Glass  
Glass@co.lancaster.pa.us  
Deputy Court Administrator  
Lancaster County Court of Common Pleas  
Phone: 717-299-8041  
Fax: 717-295-3599

If to CPKD or an individual Constable:

Nicholas J. Wachinski, Esquire  
Counsel  
333 Ludwell Drive  
Lancaster PA 17601

11. **Miscellaneous**

a. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

b. **Waiver.** No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.
c. **Force Majeure.** Neither party shall be liable or deemed in default of this Agreement for any delay or failure to perform caused by Acts of God, war, disasters, strikes, or any similar cause beyond the control of either party.

d. **Severability.** In the event any part or parts of this Agreement are held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

e. **Assignment.** This Agreement may only be assigned by either party upon the express written consent of the other party.

f. **Amendments.** This Agreement may not be modified in any respect other than by a written instrument signed by both parties.

g. **Entire Agreement.** This Agreement supersedes any previous agreements between the parties and constitutes the entire agreement between the parties. Both parties acknowledge that any statements or documents not specifically referenced and made a part of this Agreement shall have no effect.

h. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this
Agreement to be executed by their duly authorized representatives as of the date first above written.

ATTEST:

COUNTY OF LANCASTER

__________________________
Joshua G. Parsons, Chairman

__________________________
Ray D'Agostino, Vice-Chairman

__________________________
Craig E. Lehman, Commissioner

CONSTABLE PEACE KEEPING DETAILS LLC

__________________________
Michael Chance, Principal

__________________________
(Date)
On motion of Commissioner ______, seconded by Commissioner ______, it was agreed for the County of Lancaster to approve the following:

**Amendment to Services Agreement**  
**With:** Lancaster Chamber of Commerce  
Lancaster, Pennsylvania  

and  

Economic Development Company of Lancaster County  
Lancaster, Pennsylvania  

**Purpose:** To incorporate and amend the following sections of the COVID-19 Economic Recovery Plan approved on May 20, 2020 as follows and as described more fully in the attached Amendment to Services Agreement:

- Incorporation of Recitals.
- RPR Guidelines — Sections 3(a), 3(b) and 3(d).
- PPE Guidelines — Section 3(c)(ii).
- General Amendments — Sections 4(a), 5(g) and 26.
- Effect of Amendment — Items a) and b).
- Corporate Actions
- Miscellaneous — Sections 17-20, 27-29 and 31.

5/27/20
AMENDMENT TO SERVICES AGREEMENT

This AMENDMENT TO SERVICES AGREEMENT (this “Agreement”) is made and entered into this 27th 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 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.” Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Services Agreement (as herein defined).

WHEREAS, the Parties have entered into that certain Services Agreement dated May 20, 2020, a copy of which is attached hereto as Exhibit A and made a part hereof (the “Services Agreement”);

WHEREAS, pursuant to Sections 3(a) and 3(c)(ii) of the Services Agreement, respectively, the Parties have developed and approved the RPR Guidelines and PPE Guidelines; and

WHEREAS, the Parties now desire to amend the Services Agreement pursuant to its terms in order to attach the PPE Guidelines and RPR Guidelines to it as exhibits and to address certain other matters set forth herein.

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, Chamber and the EDC agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated by reference.
2. RPR Guidelines.
   a) Section 3(a) of the Services Agreement is hereby amended in its entirety to read as follows:

   “a) Request Phases. The Chamber shall establish and inform eligible businesses of time periods during which it will receive requests for SFRS 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 date hereof and must be concluded no later than December 30, 2020.”

   b) Section 3(b) of the Services Agreement is hereby amended in its entirety to read as follows:
“b) **RPR Eligibility.** The guidelines determining which businesses qualify to be an RPR have been mutually developed, agreed to and approved between the Parties and are attached hereto as Exhibit B and made a part hereof (the “**RPR Guidelines**”).”

c) Section 3(d) of the Services Agreement is hereby amended to strike the following sentence:

“No SBRS Funds shall be distributed or disbursed by the County prior to the development of the RPR Guidelines.”

3. **PPE Guidelines.**

   a) Section 3(c)(ii) of the Services Agreement is hereby amended in its entirety to read as follows:

   “(ii) Once procured, the PPE shall be distributed to RPRs who have registered online in a system maintained by the Chamber and in accordance with the guidelines mutually developed, agreed to and approved by the Parties, which are attached hereto as Exhibit C and made a part hereof (the “**PPE Guidelines**”). Notwithstanding the foregoing, PPE procured and distributed prior to May 27, 2020, shall be permitted hereunder upon the agreement of the Parties.”

4. **General Amendments.**

   a) Section 4(a) of the Services Agreement is hereby amended in its entirety to read as follows:

   “a) **Reserved.**”

   b) Section 5(g) of the Services Agreement is hereby amended in its entirety to read as follows:

   “(g) Cooperate and assist the County as necessary in securing certifications from RPRs as set forth in Section 6.e) herein.”

   c) Section 26 of the Services Agreement is hereby amended in its entirety to read as follows:

   “26. 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.”

5. **Effect of Amendment.**

   a) Except as expressly modified above, all terms and conditions of the Services Agreement remain in full force and effect and are hereby ratified and confirmed by the
Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Services Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party or Parties. On and after the date hereof, each reference in the Services Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein” or words of like import, and each reference to the Services Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Services Agreement, will mean and be a reference to the Services Agreement as amended by this Amendment.

b) After giving effect to the amendments set forth herein, the Services Agreement, as amended, shall be in the form attached hereto as Exhibit B and made a part hereof. Exhibit C, attached hereto and made a part hereof, provides a redline copy of the Services Agreement showing the changes effected by this Amendment.

6. Corporate Actions. Each party warrants that all necessary corporate actions have been duly taken to permit such parties to enter into this Amendment and that each undersigned officer has been duly authorized and instructed to execute this Amendment.

7. Miscellaneous. The provisions of Sections 17-20, 27-29 and 31 of the Services Agreement are hereby incorporated herein as though fully set forth, except that all references to “this Agreement” shall be changed to “this Amendment”, as applicable.

[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: Thomas T. Baldrige
Title: President/CEO

ECONOMIC DEVELOPMENT COMPANY OF LANCASTER COUNTY

By: ___________________________
Name: Lisa Riggs
Title: President

[Signature Page to Amendment to Services Agreement]
EXHIBIT A TO AMENDMENT

SERVICES AGREEMENT PRIOR TO AMENDMENT
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.e), 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 "SBRS 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 SBRS 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 SBRS 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 at 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.

c) 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 e) 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 Indemnites"), against any losses, claims, damages, expenses or liabilities to which the County Indemnites 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
Notice to the Chamber:

Attention: Christina Hausner, County Solicitor
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 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 right 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 final and binding on such Party in each of the jurisdictions in which a final judgment may be entered.
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: Thomas T. Baldridge
Name: Thomas T. Baldridge
Title: President/CEO

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

ECONOMIC DEVELOPMENT COMPANY OF LANCASTER COUNTY

By: [Signature]
Name: [Signature]
Title: President

[Signature Page to Services Agreement]
May 11, 2020

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

EDC and Lancaster Chamber Funding Request: Facilitating the Re-Opening of Lancaster’s Economy | May 11, 2020 | Page 2
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 Flore, 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 Lauraless, 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):

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

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.

<table>
<thead>
<tr>
<th>Line Item Communications/Marketing Budget</th>
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<tbody>
<tr>
<td><strong>Activity</strong></td>
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<tr>
<td>TV Advertising</td>
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<tr>
<td>Digital Advertising (online/social)</td>
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<tr>
<td>Outdoor Advertising (Billboard/Transit)</td>
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<tr>
<td>Collateral Material</td>
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<tr>
<td>Radio Advertising</td>
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<tr>
<td>Website - Development and Maintenance</td>
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<tr>
<td>Video Production</td>
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<tr>
<td>Print Advertising</td>
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<tr>
<td>Branding/Creative Services</td>
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<tr>
<td>Email/SMS Marketing Strategy/Channel Management</td>
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<tr>
<td>Social Media Strategy/Channel Management</td>
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<tr>
<td>Signage</td>
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<td>Direct Mail</td>
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<td>Public Relations</td>
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<td>Content Development</td>
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<tr>
<td>Translation Services</td>
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<td><strong>TOTAL BUDGET</strong></td>
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$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 foundational 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

EDC and Lancaster Chamber Funding Request: Facilitating the Re-Opening of Lancaster's Economy | May 11, 2020 | Page 9
APPENDIX 3: May 4th Request to Lancaster County Board of Commissioners

Lancaster Chamber

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 Flore, 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  
Allison 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.

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<tr>
<td>$25 million</td>
<td>Small Business Recovery &amp; 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.</td>
</tr>
<tr>
<td>$1.5 million</td>
<td>Broad scale communications plans to reach small businesses and small business owners and employees across the county, to include website advertising, collateral material, translation services.</td>
</tr>
<tr>
<td>$900,000</td>
<td>Administrative costs related to implementation</td>
</tr>
<tr>
<td>$33.4 million</td>
<td>TOTAL</td>
</tr>
</tbody>
</table>
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
EXHIBIT B TO AMENDMENT

SERVICES AGREEMENT, AS AMENDED
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 "SBRS 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 SBRS 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 SBRS 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 date hereof and must be concluded no later than December 30, 2020.
b) **RPR Eligibility.** The guidelines determining which businesses qualify to be an RPR have been mutually developed, agreed to and approved between the Parties and are attached hereto as Exhibit B and made a part hereof (the “RPR Guidelines”).

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 and in accordance with the guidelines mutually developed, agreed to and approved by the Parties, which are attached hereto as Exhibit C and made a part hereof (the “PPE Guidelines”). Notwithstanding the foregoing, PPE procured and distributed prior to May 27, 2020, shall be permitted hereunder upon the agreement of the Parties.

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. 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) **Reserved.**

   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 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-sublicensable, 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.


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 3.8 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 Indemnites”), against any losses, claims, damages, expenses or liabilities to which the County Indemnites 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 Indemnites”), 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 Indemnifying 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.** 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 C. Parsons, Chairman
Ray D'Agostino, Vice Chairman
Craig R. Lehman, Commissioner

LANCASTER CHAMBER OF COMMERCE

By: Thomas T. Baldridge
Name: Thomas T. Baldridge
Title: President/CEO

Solely with respect to Sections 13.b, 15.c., and 16-30:

ECONOMIC DEVELOPMENT COMPANY OF LANCASTER COUNTY

By: Lisa R. Carson
Name: Lisa R. Carson
Title: President

[Signature Page to Services Agreement]
May 11, 2020

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

EDC and Lancaster Chamber Funding Request: Facilitating the Re-Opening of Lancaster’s Economy | May 11, 2020 | Page 2
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):

<table>
<thead>
<tr>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6 million</td>
<td>Bulk procurement and mass distribution of PPE (masks, thermometers, face shields, gloves)</td>
</tr>
<tr>
<td>$25 million</td>
<td>Small Business Recovery &amp; 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.</td>
</tr>
<tr>
<td>$1.5 million</td>
<td>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</td>
</tr>
<tr>
<td>$900,000</td>
<td>Administrative costs related to implementation</td>
</tr>
<tr>
<td>$33.4 million</td>
<td>TOTAL</td>
</tr>
</tbody>
</table>

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
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

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

**$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 foundational 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

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.

<table>
<thead>
<tr>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6 million</td>
<td>Bulk procurement and mass distribution of PPE (masks, thermometers, face shields, gloves)</td>
</tr>
<tr>
<td>$25 million</td>
<td>Small Business Recovery &amp; 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.</td>
</tr>
<tr>
<td>$1.5 million</td>
<td>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</td>
</tr>
<tr>
<td>$900,000</td>
<td>Administrative costs related to implementation</td>
</tr>
<tr>
<td>$33.4 million</td>
<td>TOTAL</td>
</tr>
</tbody>
</table>
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 Hosier, 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, Retnew
Team Leaders: John Biemiller, EDC
              Andrea Shirks, 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
Lancaster County Economic Recovery Plan
Small Business Recovery & Sustainability Fund Guidelines

Background
Proposed by the Lancaster County Economic Recovery Plan and approved by the Lancaster County Commissioners on May 13, 2020 under funding received from the Federal CARES Act, the Small Business Recovery & Sustainability Fund will provide working capital to eligible Lancaster County small businesses impacted by the COVID-19 pandemic.

The development of the SBRS Fund Guidelines involved considerable local expertise from economic development lenders, accounting and banking professionals, and included the evaluation of best practices from other COVID-19 small business funds.

Supporting Detail
Prior to the current pandemic, Lancaster County’s economy thrived with more than 13,000 for-profit, not-for-profit, and sole proprietor entities employing more than 270,000 individuals. In addition, more than 2,800 farms with revenues of more than $50,000 each further bolstered Lancaster’s economy. Of the 13,000 non-farm entities, more than 12,700 (97%) reported employing 100 employees or less, with about 10,800 (83%) entities employing less than 20 individuals. The Small Business Recovery & Sustainability Fund will target to provide much needed capital to businesses with fewer than 100 employees that comprise and support a significant portion of Lancaster economy.

Fund Outline
At least three phases are anticipated to effectively distribute $25 million to eligible entities with less than 100 employees. The funding will be utilized to recover working capital needs due to normal business interruption caused by the pandemic and to help those businesses modernize their facilities for the health and safety needs required to sustainably operate their business moving forward.

The goal of a multi-phase approach is to allow an orderly mechanism to distribute funds, evaluate, and measure any adjustments needed for successive phases. At this time, the following phase outline is proposed:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Amount Available</th>
<th>Primary Eligibility Criteria</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>$10,000,000</td>
<td>Entities of 20 or less employees</td>
<td>June 2020</td>
</tr>
<tr>
<td>Phase 2</td>
<td>$10,000,000</td>
<td>Entities of 100 or less employees</td>
<td>July 2020</td>
</tr>
<tr>
<td>Phase 3</td>
<td>$5,000,000</td>
<td>Based on phase 1 &amp; 2 evaluations</td>
<td>Late Summer 2020</td>
</tr>
</tbody>
</table>

Public Disclosure of Applicants
The Lancaster County Board of Commissioners will receive a full list of all businesses that applied for funding, including those who are not recommended for a funding award. All funding recommendations will be approved by the Lancaster County Commissioners based upon score-driven recommendations from the application review team. The application scoring system and criteria is included below as part of the Guidelines. Funding recipients, award amounts, and application score will become public information upon approval. Proprietary business and financial information submitted with the application will NOT be public information.
Phase 1 Details
The first phase of the SBR5 Fund will target the most vulnerable 80%+ of business entities in Lancaster County – those that employ less than 20 individuals. The scoring criteria (Appendix A) developed are intended to inject capital into those businesses that have been the most impacted and are best positioned to sustain and grow again in the future.

Eligible Applicants:
All Lancaster County based for-profit, not-for-profit (501c3), sole proprietor, and agricultural entities meeting the following criteria:

- Twenty (20) total employees by headcount or less on March 1, 2020;
- Positive net profit or surplus (including depreciation) reported on last submitted federal tax return;
- Passive businesses such as commercial and residential landlords are ineligible;
- Business must agree to a certification.

Funding Uses & Purposes:
- Secure access to funds for working capital including payroll, rent, mortgage, supplies, and other operating expenses needed to help the entity serve or produce goods relevant in today’s economy;
- Retrofit facilities to meet public health requirements.

Grant Award Amounts:
- The lesser of $35,000 or three months of average monthly operating costs based on 25% of the total business operating expenses reported on the most recently filed federal tax return;
- The applicant will choose how best to utilize the funding across working capital needs and facility retrofit improvements for public health requirements. All retrofit funding needs occurring after April 15, 2020 will be eligible.

Application Requirements
Detailed application information and an application submission portal will be made available at www.recoverylancaster.com and will be marketed throughout Lancaster County. Applicants will receive criteria to apply in early June. About one week after the eligibility criteria is posted, an application portal will be opened on the website for an additional week. Entities desiring to submit hard copy applications will be provided mailing or drop-off instructions. Application material will be translated into Spanish. A member or volunteer of the Recovery Plan team will input hard copy applications into the web portal upon receipt. All applications received will be scored based upon the scoring criteria (Appendix A). The highest-ranking applications will be forwarded to the Lancaster County Board of Commissioners for approval at the next available public meeting.

Certifications
Applicants will be required to sign a certification.

Application Process & Estimated Timeline
May 27: Guidelines presented to Lancaster County Board of Commissioners for approval
June 4: Fund information and application criteria posted to www.recoverylancaster.com and marketed throughout Lancaster County
June 8-14: Application portal open on website and printed application available
June 15-19: Application review
June 24 or July 1: Presentation of fund recommendations to Lancaster County Commissioners
Disbursement of funds by County to awardee as soon as possible after approval
# APPENDIX A

## SBRS Fund Scoring Components

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
<th>5</th>
<th>4</th>
<th>3</th>
<th>2</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year over Year Revenue Decline (March-May)</td>
<td>30%</td>
<td>100-80%</td>
<td>79-60%</td>
<td>59-40%</td>
<td>39-20%</td>
<td>19-0%</td>
</tr>
<tr>
<td>Other Funding Since March 1</td>
<td>20%</td>
<td>Applied but declined by source</td>
<td>Did not apply nor receive funding</td>
<td>Received bank financing only</td>
<td>Received PPP, EIDL, City Emergency Fund or other</td>
<td></td>
</tr>
<tr>
<td>Funding Request</td>
<td>20%</td>
<td>Business has only requested retrofit funding</td>
<td>Business has requested retrofit and working capital funding</td>
<td></td>
<td>Business has only requested working capital funding</td>
<td></td>
</tr>
<tr>
<td>Time in Business</td>
<td>10%</td>
<td>&gt;10 years</td>
<td>3-10 years</td>
<td>5-9</td>
<td>&lt; 3 years</td>
<td></td>
</tr>
<tr>
<td>Number of Employees on March 1, 2020</td>
<td>10%</td>
<td>15-20</td>
<td>10-14</td>
<td>5-9</td>
<td>2-4</td>
<td>1</td>
</tr>
<tr>
<td>Current Business Status</td>
<td>5%</td>
<td>We can operate with few restrictions in Red phase</td>
<td>We can operate in red phase, but have limited operations</td>
<td>We can operate with few restrictions starting in yellow phase</td>
<td>We can operate in yellow phase, but have limited operations</td>
<td>We cannot operate until green phase</td>
</tr>
<tr>
<td>Industry Economic Impact</td>
<td>5%</td>
<td>Accommodations /Hospitality/ Restaurants; Agriculture; Construction; Education; Healthcare; Manufacturing; Retail</td>
<td></td>
<td></td>
<td></td>
<td>Other</td>
</tr>
</tbody>
</table>

*Industries that have been highly impacted that have greater contribution to Lancaster’s economy*
Lancaster County COVID-19 Relief Fund - Certification by Applicant

The Applicant certifies that:

1. All information and statements contained in this Application, and all documents and exhibits submitted with this Application, are to the best of Applicant's knowledge, true, accurate, complete and not misleading, as of the date of this Application. Any further information or documentation submitted by Applicant in connection with this Application shall also be subject to this certification, which shall be deemed to be remade as of the date submitted.

2. Applicant has fully complied with, and will fully comply with, all federal, state and local laws and regulations applicable to this grant and applicable to Applicant's business, assets and/or operations, and the Applicant is not currently under investigation with respect to any violation of, or other failure to comply with, any such applicable law or regulation. No funds will be used for any purpose or in any manner that violates federal, state or local laws or regulations. All funds will be utilized for purposes consistent with the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act").

3. The Application is based on the Applicant's reasonable estimate of financial need for, and all funds will be utilized by the Applicant solely for, working capital, operational costs or COVID-19 health or safety related expenses necessary to maintain or continue the Applicant's operations in Lancaster County, Pennsylvania, including (without limitation) payroll, rent, mortgage, supplies, personal protective equipment and other operating expenses, and retrofitting capital costs, and all funds received from this program by Applicant shall be used for such purposes.

4. Applicant will submit additional information and documentation in support of this application and/or the grant requested or awarded with respect to this Application, in each case, upon request, and will permit the County of Lancaster or its representatives, designees or affiliates to inspect and/or audit the books, records, premises and operations of the Applicant to assure compliance with the requirements of this program. Applicant hereby acknowledges and agrees that all information may be shared by and with the County of Lancaster, Pennsylvania, the Lancaster Chamber of Commerce, the Economic Development Company of Lancaster County, EDC Finance Corp., their respective partners, designees, affiliates, employees, agents, volunteers and committees to the extent such disclosure is made in connection with the application and this grant program.

5. AVAILABLE FUNDS ARE LIMITED AND SIGNIFICANT INTEREST IS ANTICIPATED. Applicant recognizes that there is no assurance that Applicant will be awarded any grant of any size, regardless of how well the Applicant may meet the criteria used for awarding these grants and regardless of what the Applicant may have been told or read with respect to this grant program. As a condition and in exchange for the consideration of receiving and reviewing this application, the Applicant hereby releases and will hold harmless the County of Lancaster, Pennsylvania, the Lancaster Chamber of Commerce, the Economic Development Company of Lancaster County, EDC Finance Corp., their respective partners, designees and affiliates in facilitating and administering this grant program and their respective Board of Commissioners, Boards of Directors, officers, employees, representatives, volunteers and committees of and from any and all claims and/or causes of action of any kind or type arising from or out of (a) their receipt and review of this application and any information or documentation of or concerning the Applicant, (b) any decisions or recommendations with respect to this application, (c) the administration of this program and/or the award or denial of funds and/or the sufficiency thereof, and (d) any other matter or thing related to this program.

6. As a condition of Applicant's submission of the Application and receipt of any Benefits made available under the Program, the Applicant hereby releases the County of Lancaster, Pennsylvania, the Lancaster Chamber of Commerce, the Economic Development Company of Lancaster County, EDC Finance Corp., their respective partners, designees and affiliates in facilitating and administering this benefit program and their respective Board of Commissioners, Boards of Directors, officers, employees, representatives, volunteers and committees of and from any claims and/or causes of action of any kind or type arising from or out of (a) their receipt and review of the Application, (b) the administration of the Program and/or distribution or delivery of the Benefits available under the Program, (c) the Benefits received by the Applicant, and (d) any other matter or thing related to the Program.

7. All decisions and recommendations with respect to this application and this grant are final when made and are non-appealable. The Applicant acknowledges that grant award determinations will be made based on both objective and subjective analysis of information available and that award determinations need not follow strictly or
consistently the scoring methods utilized. The Applicant also acknowledges that the identity of funding applicants and recipients, award amounts and application scores and recommendations will become public information.

8. The individual signing below is legally authorized by the Applicant to submit this application, to sign this certification and to legally bind the Applicant.

__________________________________________  __________________________
Signature of Authorized Representative of Applicant    Date

______________________________________________  __________________________
Print Name                                      Title
Lancaster County Economic Recovery Plan
PPE Guidelines

Background
A priority strategy to ensuring the safe resumption of business activity in Lancaster County is equipping businesses with personal protective equipment ("PPE") for the safety of their employees and their customers. EDC and the Lancaster Chamber, working collaboratively with the Lancaster County Purchasing Department, have outlined a program to purchase PPE in bulk, ensuring the equipment being purchased meets adequate safety standards and is acquired at a cost-effective rate. The PPE program will make this equipment available for free to eligible businesses in Lancaster County.

Eligibility
All Lancaster County businesses, non-profits, sole-proprietors and agricultural production operations with 100 or fewer employees can apply. The PPE will be provided for free for the entities that register.

Framework for the PPE Plan
The plan to bulk purchase and mass distribute PPE across Lancaster County is based on five steps:

<table>
<thead>
<tr>
<th>PLANNING</th>
<th>PURCHASING</th>
<th>REGISTERING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Determine PPE kits by businesses type and size and set initial order quantities</td>
<td>Lancaster County Purchasing Dept. to procure required PPE/items</td>
<td>Create online application for businesses registering for FREE PPE kit</td>
</tr>
</tbody>
</table>

Planning
Specific kits will be created based upon industry and number of employees. The following PPE/items are being considered for distribution (based on availability; Lancaster County Purchasing Department determining availability and cost):

- Re-useable Face Masks (cloth washable mask)
- Disposable Face Masks (2 or 3-ply)
- Face Shields (non-hard hat connection)
- Thermometer (non-touch)
- Hand sanitizer (8oz. bottles)
- Packaged cleaning wipes (or cleaning spray)
**Categories to Determine Business Kit**

The development of pre-packaged kits is based on company size (by employment count) and industry.

<table>
<thead>
<tr>
<th>Sector</th>
<th>Size of Business:</th>
<th># of Businesses</th>
</tr>
</thead>
<tbody>
<tr>
<td>11 - Ag</td>
<td>&lt;5 Employees</td>
<td>6,170</td>
</tr>
<tr>
<td>22 - Utilities</td>
<td>5-9 Employees</td>
<td>2,772</td>
</tr>
<tr>
<td>23 - Construction</td>
<td>10-19 Employees</td>
<td>1,875</td>
</tr>
<tr>
<td>31 - MFG</td>
<td>20-49 Employees</td>
<td>1,378</td>
</tr>
<tr>
<td>42 - Wholesale</td>
<td>50-100 Employees</td>
<td>466</td>
</tr>
<tr>
<td>44 - Retail</td>
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<td>52 - Fin. &amp; Insurance</td>
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<td>53 - Real estate</td>
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<td>56 - Admin &amp; Waste</td>
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<td>72 - Accom &amp; Food</td>
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<td>99 - Unclassified</td>
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**PPE Kits**

Approximately 30 unique kits will support the mix of industry and employment sizes. There are specific criteria for each business type and each business size that drives the amount and type of PPE in each kit.

Example Kit:

*Company in specific industry with 10 to 19 employees*
- 6 Re-useable masks
- 680 Disposable Masks
- 11 Face Shields
- 1 Touchless Thermometer
- 6 Hand Sanitizers
- 9 Cleaning Wipes Packages

**Purchasing**

The above planned kit concept and number of businesses per category were used to determine the amount to buy of each planned PPE/item that will be distributed. Recognizing that businesses will open at different times and some may require PPE later, a phased ordering approach was determined to be most efficient as many PPE suppliers are low on inventory and have long lead times. The amount derived from the above plan is driving the need to purchase the following quantities. Please note that final quantities will be based on cost, availability. Demand from the first order may cause adjustments to future orders.
All purchasing will run through the Lancaster County Purchasing Department to ensure proper allocation of funds and processes and use of vetted vendors. This partnership will allow the most efficient path to getting PPE to Lancaster County’s business community.

After the first round of distribution, the team will review the demand and update ordering as required.

**Registering**
Any Lancaster County business, non-profit, sole proprietor or agricultural production operations with fewer than 100 employees will have access to the PPE kits. Interested entities will register through an online tool that will be located on the planned [www.recoverylancaster.com](http://www.recoverylancaster.com) website. The registration system is being designed and developed specifically for this initiative. Registration will be simple and will require entity info, address (including a valid shipping address), contact information, identification of industry and numbers of employees anticipated by September 1st, 2020.

The party registering will be required to read and accept a certification. After registering, a confirmation notice will be sent to the applicant outlining what PPE will be provided in the kit based on industry type and company size.

**Fulfillment/Kitting**
Fulfillment and kitting will be done by a Lancaster County-based, vetted and approved fulfillment and distribution partner. The partner will have the necessary experience to handle the scope of fulfillment and distribution. Lancaster County’s Purchasing Department will contract directly with the fulfillment and distribution partner.

The information from the registration system will be provided in a format used by the logistics tool operated by the fulfillment and distribution partner. They will kit the PPE/items into the required packaging. The packages will also include a printed booklet with information on PPE use, entry screening processes and forms and other CDC info. The booklet will be in both English and Spanish.

**Distribution**
Following packaging, the PPE kits will then be distributed to businesses that register. Distribution is expected to be primarily via direct mail, however it may also include distribution points throughout Lancaster County. This service will be included in the contract with the distribution partner.
Lancaster County PPE Distribution Program -- Certification by Applicant

The Applicant certifies that:

1. All information and statements contained in this Application, and all documents and exhibits submitted with this Application, pursuant to Section 4 hereof or otherwise, are to the best of the Applicant's knowledge, true, accurate, complete and not misleading, as of the date of this Application. Any further information and documentation submitted by the Applicant in connection with this Application shall also be subject to this certification, which shall be deemed to be remade as of the date submitted.

2. The Applicant has fully complied with, and will fully comply with, all federal, state and local laws and regulations applicable to the Applicant's business, assets and/or operations, and the Applicant is not currently under investigation with respect to any violation of, or other failure to comply with, any such applicable law or regulation. Products, goods, materials and/or other benefits (collectively referred to herein as "Benefits") received by Applicant under Lancaster County's PPE Distribution Program (for purposes hereof, the "Program") shall be used in the course of Applicant's regular business operations, and no Benefits shall be donated or given away, offered for sale or re-sale, or used for any purpose or in any manner that violates applicable federal, state or local laws or regulations, including, without limiting the generality of the foregoing, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act").

3. The Application is being submitted based on the Applicant's reasonable estimate of need (financial and other) to support its business operations in Lancaster County, Pennsylvania, and all Benefits received by the Applicant shall be used for such purpose.

4. The Applicant will submit additional information and documentation in support of this Application and/or the Benefits requested or received thereunder upon request. Applicant hereby understands, acknowledges and agrees that such information may be shared by the County of Lancaster, Pennsylvania, the Lancaster Chamber of Commerce, the Economic Development Company of Lancaster County, EDC Finance Corp., their respective partners, designees, affiliates, employees, agents, volunteers and committees in connection with the facilitation, administration, data compilation, fulfillment, distribution and/or other action taken in relation to the Benefits available under the Program.

5. AVAILABLE BENEFITS ARE LIMITED AND SIGNIFICANT INTEREST IS ANTICIPATED. As a result, the Applicant recognizes that there is no assurance that Applicant will receive Benefits, or any particular type or quantity thereof, regardless of what the Applicant may have been told or read with respect to the Benefits available under the Program.

6. As a condition of Applicant's submission of the Application and receipt of any Benefits made available under the Program, the Applicant hereby releases the County of Lancaster, Pennsylvania, the Lancaster Chamber of Commerce, the Economic Development Company of Lancaster County, EDC Finance Corp., their respective partners, designees and affiliates in facilitating and administering this Program and their respective Board of Commissioners, Boards of Directors/Trustees, officers, employees, representatives, volunteers and committees of and from any claims and/or causes of action of any kind or type arising from or out of (a) their receipt and review of the Application, (b) the administration of the Program and/or distribution or delivery of the Benefits available under the Program, (c) the Benefits received by the Applicant, and (d) any other matter or thing related to the Program.

7. THE BENEFITS OFFERED UNDER THE PROGRAM ARE BEING PROVIDED TO APPLICANT ON AN "AS-IS" AND "WHERE-IS" BASIS AND WITHOUT ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED, including, without limiting the generality of the foregoing, that any such Benefits are or will be fit for use for a particular purpose. In addition, Benefits provided under the Program shall be provided as
they become available, and the Applicant acknowledges that no assurance is provided with respect to any particular date or time for shipping or delivery of any of the Benefits provided under the Program.

8. The individual signing below is legally authorized by the Applicant to submit this Application, to sign this certification and to legally bind the Applicant.

____________________________
Signature of Authorized Representative of Applicant

____________________________
Date

____________________________
Print Name

____________________________
Title
EXHIBIT C TO AMENDMENT

REDLINE OF SERVICES AGREEMENT SHOWING AMENDMENTS
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 "SBRS 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 SBRS 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 SBRS 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) date hereof 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 which businesses who may qualify to be an RPR (the “RPR Guidelines”). Once have been mutually developed, the County agreed to and approved between the Parties and Chamber agree to amend this Agreement to incorporate the RPR Guidelines as an exhibit attached hereto as Exhibit B and made a part hereof (the “RPR Guidelines”).

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 and in accordance with the guidelines to be mutually developed between the County and Chamber, including a plan for distribution of the PPE through one or more parties, agreed to and approved by the Parties, which are attached hereto as Exhibit C and made a part hereof (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 May 27, 2020, shall be permitted hereunder upon the development agreement 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. Reserved.

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.c) 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.c) 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-sublicensable, 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:
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: __________________________

[Signature Page to Services Agreement]