

LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA

Tuesday, September 13, 2022

7:00 p.m. – Drumore Township Municipal Building

1675 Furniss Road, Drumore PA



1. Meeting Called to Order: This evening's meeting will be conducted by Commissioner Ray D'Agostino.
2. Pledge of Allegiance
3. Minutes as Distributed: Approval of the September 7, 2022, Commissioners' Meeting Minutes.
4. Old Business:
5. New Business:
 - a. **Welcome and Thank You**
Board of Commissioners
 - b. **Solicitor's Office – Ordinance No. 154: Lancaster County Convention Center 2022 Bonds**
Jacquelyn Pfursich, County Solicitor
Kevin Molloy, Executive Director, Lancaster County Convention Center Authority
Peter Edelman, Chair of Tax-Exempt Finance Department, Stevens & Lee
Tim Horstman, Bond Attorney, McNees Wallace
Lou Verdelli, Raymond James
 - c. **Commissioners' Office – Allocation of Block Grant Funds**
Lawrence George, County Administrator/Chief Clerk
 - d. **Commissioners' Office – Agreement with the Redevelopment Authority of the County of Lancaster for Funding for Re-Entry Services**
Lawrence George, County Administrator/Chief Clerk
 - e. **Sheriff's Office – Resolution No. 86 of 2022: Budget Adjustments for Court Security Project Grant**
Lawrence George, County Administrator/Chief Clerk
 - f. **Prison – Resolution No. 87 of 2022: Budget Adjustments for the Vivitrol Program**
Lawrence George, County Administrator/Chief Clerk
 - g. **Facilities Management – Resolution No. 88 of 2022: Designation of Signatories For PennDOT's Reimbursement Agreement (RAS) System**
Lawrence George, County Administrator/Chief Clerk
6. Business from Guests
7. Adjourn

ORDINANCE NO. 154

**OF THE BOARD OF COMMISSIONERS OF THE
COUNTY OF LANCASTER, PENNSYLVANIA**

APPROVING A CERTAIN PROJECT BEING UNDERTAKEN BY THE LANCASTER COUNTY CONVENTION CENTER AUTHORITY (THE "AUTHORITY") CONSISTING OF, *INTER ALIA*, THE CURRENT REFUNDING OF THE AUTHORITY'S HOTEL ROOM RENTAL TAX REVENUE BONDS, SERIES OF 2014 (THE "PRIOR BONDS") AND THE PAYMENT OF THE COSTS OF TERMINATING CERTAIN INTEREST RATE SWAPS RELATED TO THE PRIOR BONDS; DESCRIBING THE PROJECTS FOR WHICH SUCH PRIOR BONDS WERE ISSUED, RATIFYING AND CONFIRMING THE ESTIMATED USEFUL LIFE THEREOF AND SETTING FORTH THE ESTIMATED COMPLETION DATE FOR THE PROJECT; AUTHORIZING THE INCURRENCE OF LEASE RENTAL DEBT BY THE COUNTY EVIDENCED BY THE GUARANTY AGREEMENT, AS SUCH TERM IS DEFINED HEREIN, IN CONNECTION WITH THE HOTEL ROOM RENTAL TAX REVENUE BONDS, SERIES OF 2022 BEING ISSUED BY THE AUTHORITY; AUTHORIZING THE PROPER OFFICERS OF THE COUNTY TO PREPARE, CERTIFY AND FILE WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT A DEBT STATEMENT AND BORROWING BASE CERTIFICATE, WITH A CERTIFIED COPY OF THIS ORDINANCE AND PROOFS OF PUBLICATION, AS REQUIRED BY THE LOCAL GOVERNMENT UNIT DEBT ACT, AND TO PAY ANY NECESSARY FILING FEES; APPROVING THE FORM OF GUARANTY AGREEMENT AMONG THE COUNTY, THE AUTHORITY AND THE TRUSTEE, AS SUCH TERM IS DEFINED HEREIN, AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF; APPROVING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE AND COVENANTING TO COMPLY WITH THE PROVISIONS THEREOF; STATING THE ANNUAL AMOUNTS OF PRINCIPAL AND INTEREST TO BE PAID UNDER THE GUARANTY AGREEMENT, COVENANTING THE PAYMENT THEREOF AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE COUNTY THEREFOR; SETTING FORTH CERTAIN CONDITIONS TO THE EXECUTION AND DELIVERY OF THE GUARANTY AGREEMENT, INCLUDING THE EXECUTION AND DELIVERY BY THE AUTHORITY OF A REIMBURSEMENT AGREEMENT WITH THE COUNTY; AUTHORIZING AND DIRECTING THE PREPARATION OF A SELF-LIQUIDATING DEBT REPORT AND THE FILING THEREOF AND THE PREPARATION AND FILING OF ANY OTHER STATEMENTS AND REPORTS REQUIRED TO QUALIFY THE LEASE RENTAL DEBT INCURRED HEREBY OR ANY PORTION THEREOF FOR EXCLUSION FROM THE APPROPRIATE DEBT LIMIT OF THE COUNTY AS SELF-LIQUIDATING; RATIFYING PRIOR ACTION; AUTHORIZING THE PROPER OFFICERS OF THE COUNTY TO TAKE OTHER APPROPRIATE ACTION; REPEALING ALL ORDINANCES AND RESOLUTIONS INCONSISTENT HERewith; AND STATING THE EFFECTIVE DATE.

WHEREAS, the Lancaster County Convention Center Authority (the “Authority”) is a body corporate and politic existing under the Third Class County Convention Center Authority Act, Act of Nov. 3, 1999, P.L. 461, as amended and supplemented, 16 P.S. §2399.1 *et seq.* (the “Authorities Act”); and

WHEREAS, the County of Lancaster (the “County”) is a class 2A county and a duly organized and validly existing political subdivision of the Commonwealth of Pennsylvania (the “Commonwealth”), and is a “local government unit” under the provisions of the Pennsylvania Local Government Unit Debt Act, 53 Pa.C.S. §8001 *et seq.*, as amended (the “Debt Act”); and

WHEREAS, at the time of the creation of the Authority, the County was a third class county and thus remains subject to the Authorities Act pursuant to 16 P.S. § 2399.3; and

WHEREAS, the Authority has undertaken to finance a project (the “Project”) consisting of, among other things, all or any of the following: (i) the current refunding of the Authority’s Amended and Restated Hotel Room Rental Tax Revenue Bonds, Series of 2014 (the “Prior Bonds”); (ii) the payment of the costs of terminating certain interest rate swaps related to the Prior Bonds; and (iii) payment of the costs and expenses associated with the issuance of the hereinafter defined Bonds; and

WHEREAS, the Prior Bonds were originally issued by the Authority to finance, among other things, the refunding of certain outstanding debt of the Authority that was originally incurred to finance the design, acquisition, construction, furnishing and equipping of a anti-purpose convention center facility and related and ancillary facilities containing approximately 200,000 square feet (the “Facilities”); and

WHEREAS, the Authority has determined to issue one or more series of its Hotel Room Rental Tax Revenue Bonds, Series of 2022 in the aggregate principal amount of not to exceed \$88,725,000 (the “Bonds”), the proceeds of which will be applied to the costs of the Project and which will benefit the County; and

WHEREAS, the Bonds will be issued under and secured by a Trust Indenture (the “Indenture”), between the Authority and Wilmington Trust, National Association, as trustee (the “Trustee”); and

WHEREAS, in order to further evidence the Authority’s obligation to maintain certain of the reserve funds established under the Indenture (as more fully described in the Indenture), the Authority will issue and deliver to the Trustee its Guaranteed Debt Service Reserve Fund Replenishment Note in the aggregate principal amount of not to exceed \$88,725,000 (the “Note”); and

WHEREAS, the Board of Commissioners (the “Governing Body”) of the County has determined, among other things, that the undertaking of the Project is in the best interests of the County and its residents; and

WHEREAS, the County, as an inducement to the Authority to undertake the Project and to authorize and issue its Bonds and Note, and as an inducement to the initial and all future owners of the Bonds to purchase the Bonds and to thereby achieve interest costs and other savings with respect

to the Project, will enter into a guaranty agreement (the “Guaranty Agreement”) with respect to the Authority’s obligations under the Note, in the maximum aggregate principal amount of \$88,725,000, providing for the unconditional guarantee by the County of the timely payment of the principal of, and interest on, the Note and the pledge by the County of its full faith, credit and taxing power to discharge all of its obligations under the Guaranty Agreement, as permitted by and in accordance with the terms and conditions of the Debt Act; and

WHEREAS, the Authority will enter into a reimbursement agreement with the County (the “Reimbursement Agreement”) defining certain obligations of the Authority in order to induce the County to enter into the Guaranty Agreement; and

WHEREAS, the Authority will cause to be prepared and submitted to the County a report (the “Self-Liquidating Debt Report”) in accordance with Section 8026(a) of the Debt Act to qualify all of the debt of the County incurred pursuant to the Guaranty Agreement as self-liquidating debt under the Debt Act and to exclude such debt from the debt limit of the County; and

WHEREAS, the execution by the County of the Guaranty Agreement constitutes the incurrence of lease rental debt by the County under the Debt Act; and

WHEREAS, the County desires to formally approve the Project and the financing thereof by the Authority, to authorize the incurrence of lease rental debt under the Debt Act, and the execution and delivery of the Guaranty Agreement.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the Board of Commissioners of the County of Lancaster, Pennsylvania, as follows:

Section 1. Approval of Project and Financing Thereof; Prior Project; Remaining Useful Life Thereof; and Estimated Project Completion Date. The County hereby approves the Project, as described above, and the financing thereof. The Prior Bonds were issued to finance and refinance the Facilities, as described above. The County hereby finds and determines that the remaining realistic estimated useful lives of the projects financed or refinanced with the Prior Bonds is at least forty (40) years. The principal amount of the Bonds equal to the cost of the Project have been scheduled to mature prior to the unexpired useful life thereof. The Authority is refunding the Prior Bonds to reduce its annual debt service costs and to eliminate restrictive covenants contained in the Prior Bonds.

Section 2. Amount of Note Secured by Bonds Guaranty Agreement; Incurrence of Lease Rental Debt. The aggregate principal amount of the Note to be issued by the Authority and secured by the Guaranty Agreement is \$88,725,000. The County hereby authorizes and directs the incurring of lease rental debt of the County, pursuant to the Debt Act, in the aggregate principal amount of \$88,725,000 to be evidenced by the Guaranty Agreement among the County, the Authority and the Trustee.

Section 3. Approval of Guaranty Agreement; Covenant to Pay Guaranty. The form, terms and provisions of the Guaranty Agreement as presented to this meeting (copies of which shall be filed with the records of the County) are hereby approved. The Chairman or Vice Chairman of the County, or any one of them, and/or any other duly authorized or appointed officer of the County, as

the case may be (the “Proper Officers”), are hereby authorized and directed, upon receipt of approval from the Pennsylvania Department of Community and Economic Development (“DCED”), to execute the Guaranty Agreement in such form, subject to such changes and modifications, if any, as may be approved by such Proper Officers with the advice of the County’s solicitor and McNees Wallace & Nurick LLC, special counsel to the County, the execution of the Guaranty Agreement to be conclusive evidence of such approval, and the Chief Clerk of the County is hereby authorized and directed to affix thereto the corporate seal of the County, to attest the same and to deliver the Guaranty Agreement to the Trustee and the Authority.

The County covenants to and with the holders, from time to time, of the Bonds that it shall: (a) include the amounts payable by the County under the Guaranty Agreement for each fiscal year in which such sums are payable in its budget for that year, but in no event shall the budgeted amount exceed the amount of the County’s guaranty for such fiscal year as set forth on Exhibit A hereto; (b) appropriate such amounts from its general revenues for payment under the Guaranty Agreement; and (c) duly and punctually pay or cause to be paid the amount payable under the Guaranty Agreement on the dates and places and in the manner stated in the Guaranty Agreement according to the true intent and meaning thereof.

For such budgeting, appropriation and payment the County pledges its full faith, credit and taxing power. As provided in the Debt Act, the foregoing covenants shall be specifically enforceable; subject, however, as to the enforceability of remedies, to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors’ rights generally. Nothing in this Section shall be construed to give the County any taxing power not granted by another provision of law.

The maximum annual amounts the County will be required to pay under the Guaranty Agreement is as set forth on Exhibit A hereto. The Guaranty Agreement shall state the exact amount of the guaranty in each fiscal year.

Section 4. Approval of Continuing Disclosure Certificate. The Proper Officers are hereby authorized and directed to execute the Continuing Disclosure Certificate (hereinafter defined) on behalf of the County and the County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Ordinance, failure of the County to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Section.

As used herein, the term “Continuing Disclosure Certificate” shall mean one or more Continuing Disclosure Certificates to be executed by the County in order to comply with Securities and Exchange Commission Rule 15c2-12, and dated the date of issuance and delivery of the Bonds from time to time, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 5. Debt Statement and Borrowing Base Certificate; Debt Proceedings. The Proper Officers are each authorized and directed to prepare and verify the debt statement required by Section 8110 of the Debt Act and to prepare or cause to be prepared a borrowing base certificate, and

the Chief Clerk of the County is hereby authorized and directed to certify to DCED, in accordance with the Debt Act, a complete and accurate copy of the proceedings taken in connection with the increase of debt authorized hereunder and to pay any filing fees necessary in connection therewith.

Section 6. Authorization for Exclusion of Lease Rental Debt as Self-Liquidating Debt. The Proper Officers and Chief Clerk of the County are further authorized and directed to prepare, or cause to be prepared, and file the Self-Liquidating Debt Report and any statements required under Section 8026(a) of the Debt Act, which are necessary to qualify all or any portion of the lease rental indebtedness incurred hereby for exclusion as self-liquidating debt.

Section 7. Guaranty Agreement; Reimbursement Agreement. The Proper Officers are authorized and directed to execute and deliver, and the Chief Clerk of the County is hereby authorized and directed to affix and attest the corporate seal of the County to, the Guaranty Agreement and the Reimbursement Agreement in such form as the County's solicitor and McNeese Wallace & Nurick LLC, special counsel to the County, may advise and the officers executing the same may approve, their approval and the conclusive approval of the County to be evidenced by their execution thereof, and to take any other actions necessary to effectuate the Project and the issuance of the Bonds and the Note by the Authority.

Section 8. Conditions to Execution of Guaranty Agreement. The Guaranty Agreement shall be executed and delivered by the County as provided in Section 3 hereof only after satisfaction of the following conditions:

(a) DCED shall have approved the incurrence by the County of the lease rental debt authorized by this Ordinance pursuant to the Debt Act, and the exclusion of such lease rental debt as self-liquidating debt in accordance with the Self-Liquidating Debt Report.

(b) The Proper Officers shall have approved the principal amount of the Bonds and the Bonds debt service schedule, which approval will be evidenced by execution and delivery of the Guaranty Agreement as set forth in Section 3.

(c) The County shall have received all closing documents required by the County in such form as the County's solicitor and McNeese Wallace & Nurick LLC, special counsel to the County, may advise and County officers may require or approve, including without limitation the Trust Indenture, Reimbursement Agreement, legal opinions from counsel to the various parties, and Authority certificates providing assurance as to the Authority's existence, the absence of adverse events, and other appropriate matters. The satisfaction and conclusive approval of the County will be evidenced by execution and delivery of the Guaranty Agreement as set forth in Section 3.

(d) Counsel to the County shall have provided a legal opinion as to the legality and enforceability of this Ordinance and the Guaranty Agreement.

Section 9. Ratification of Prior Action. The Governing Body approves and ratifies all action heretofore taken in connection with the Project by the Proper Officers, the Chief Clerk and other officers and employees of the County.

Section 10. Incidental Actions. The Proper Officers and the Chief Clerk are hereby authorized, directed and empowered on behalf of the County to execute any and all papers and documents and to do or cause to be done any and all acts and things necessary or proper for the carrying out of the provisions of this Ordinance, and in connection with the transactions contemplated hereby, including, without limitation, approving the Bond Purchase Proposal of Raymond James & Associates, Inc., presented to the Authority, if necessary.

Section 11. Repeals. All ordinances and resolutions or parts thereof, insofar as the same are inconsistent herewith, are repealed hereby.

Section 12. Severability. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of the County that the remainder of the Ordinance shall remain in full force and effect.

Section 13. Effective Date. This Ordinance shall become effective on the earliest date permitted by the Debt Act.

I HEREBY CERTIFY that the foregoing is a true and correct copy of an Ordinance duly enacted by the affirmative vote of a majority of the members of the Governing Body of the County, at a public meeting held the ____ day of September, 2022; that proper notice of such meeting was duly given as required by law; and that said Ordinance has been duly entered upon the Minutes of said Governing Body, showing how each member voted thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this ____ day of September, 2022.

Chief Clerk

(COUNTY SEAL)

EXHIBIT A

Maximum Amounts Payable Under the Guaranty Agreement

FISCAL YEAR ENDED <u>December 31,</u>	<u>MAX ANNUAL DEBT SERVICE</u>
2023	5,580,056.25
2024	5,579,312.50
2025	5,609,581.25
2026	5,581,831.25
2027	5,562,243.75
2028	5,521,081.25
2029	5,517,818.75
2030	5,521,143.75
2031	5,520,793.75
2032	5,516,768.75
2033	5,518,806.25
2034	5,516,643.75
2035	5,520,018.75
2036	5,518,668.75
2037	5,517,462.50
2038	5,521,006.25
2039	5,519,037.50
2040	5,516,425.00
2041	5,517,775.00
2042	5,517,693.75
2043	5,520,787.50
2044	5,516,793.75
2045	5,520,318.75
2046	5,520,837.50
2047	5,518,087.50
2048	5,516,675.00
2049	5,520,943.75
2050	5,520,368.75
2051	5,519,556.25
2052	5,517,981.25
2053	5,519,987.50
2054	5,519,918.75
2055	5,517,250.00
2056	5,521,193.75
2057	5,516,093.75

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT, dated as of the 1st day of October, 2022, but effective as of the date of execution and delivery hereof, by and among COUNTY OF LANCASTER, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania, as guarantor (the “County”), LANCASTER COUNTY CONVENTION CENTER AUTHORITY, a body corporate and politic existing under the Third Class County Convention Center Authority Act, as amended and supplemented, of the Commonwealth of Pennsylvania (the “Authority”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association with a corporate trust office located in the City of Harrisburg, Pennsylvania (the “Trustee”).

WITNESSETH:

WHEREAS, the Authority intends to authorize and to issue its Hotel Room Rental Tax Revenue Bonds, Series A of 2022 (Federally Taxable) in the aggregate principal amount of \$ _____ (the “2022A Bonds”) and its Hotel Room Rental Tax Revenue Bonds, Series B of 2022 in the aggregate principal amount of \$ _____ (the “2022B Bonds” and together with the 2022A Bonds, the “Bonds”); and

WHEREAS, the Bonds shall be issued under and pursuant to the provisions of a Trust Indenture to be dated as of October 1, 2022, between the Authority and the Trustee (the “Indenture”); and

WHEREAS, the proceeds to be derived from the issuance and sale of the Bonds will be applied, together with other funds available or to be available to the Authority for and towards the following project (the “Project”): (i) the current refunding of the Authority’s Hotel Room Rental Tax Revenue Bonds, Series of 2014 (the “Prior Bonds”); (ii) the payment of the costs of terminating certain interest rate swaps; and (iii) payment of the costs and expenses associated with the issuance of the Bonds; and

WHEREAS, the Prior Bonds were originally issued to refinance certain outstanding indebtedness of the Authority incurred to finance the funding of the design, acquisition, construction, furnishing and equipping of a multi-purpose convention center facility and related and ancillary facilities containing approximately 200,000 square feet (the “Convention Center”); and

WHEREAS, in order to further evidence the Authority’s obligation to maintain certain of the reserve funds established under the Indenture (as more fully described in the Indenture), the Authority will execute and deliver to the Trustee its Guaranteed Debt Service Reserve Fund Replenishment Note dated October __, 2022, in the aggregate principal amount of \$ _____ (the “Note”); and

WHEREAS, the Board of Commissioners of the County has determined, among other things, that the undertaking of the Project is in the best interests of the County and its residents; and

WHEREAS, the County, as an inducement to the Authority to undertake the Project and to authorize and issue its Bonds and the Note, and as an inducement to the initial and all future owners of the Bonds to purchase the Bonds and to, thereby achieve interest costs and other savings to the Authority, among other things, desires to enter into this Guaranty Agreement with respect to the Authority's obligations under the Note, as permitted by and in accordance with the terms and conditions of the Debt Act (hereinafter defined); and

WHEREAS, the parties hereto desire to set forth the terms and conditions under and pursuant to which the County will guaranty the obligations of the Authority under the Note when due, as well as other ancillary and related matters.

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

ARTICLE I

Definitions

SECTION 1.01 Terms and Phrases. In addition to the terms and phrases which may be elsewhere defined in this Guaranty Agreement, terms and phrases defined in this Section 1.01, for all purposes of this Guaranty Agreement, as herein defined, shall have the meanings herein specified, unless the context clearly otherwise requires:

“Act” shall mean the Third Class County Convention Center Authority Act, Act of December 27, 1994, P.L. 1375, as amended and supplemented.

“Board” shall mean, at any given time, the governing body of the Authority.

“Board of Commissioners” shall mean the governing body of the County.

“Bond Fund” shall have the meaning given such term in the Indenture.

“Commonwealth” shall mean the Commonwealth of Pennsylvania.

“County Obligation” shall mean, to the extent the Authority has failed to provide necessary funding as required by the Note, the County's obligation to replenish the Debt Service Reserve Fund in order to maintain the Series A Bonds Required Reserve Amount and the Series B Bonds Required Reserve Amount, but not to exceed \$_____ in any fiscal year.

“Debt Act” shall mean the Act of the General Assembly of the Commonwealth, known as the Local Government Unit Debt Act, 53 Pa. C.S. § 8001 et. seq., as amended and supplemented, from time to time.

“Debt Service” shall mean, with respect to any Fiscal Year, the amount required to pay interest on, premium, if any, and principal of the Bonds including, without limitation, any amount required to be deposited in such Fiscal Year to the credit of any sinking fund established

for the Bonds, including, without limitation, the amounts payable by the Authority in connection with the required redemption of the Bonds pursuant to the Indenture.

“Debt Service Reserve Fund” shall mean the Debt Service Reserve Fund established for the owners of the Bonds under the Indenture, which is comprised of the Series A Bonds Account of the Debt Service Reserve Fund and the Series B Bonds Account of the Debt Service Reserve Fund.

“Fiscal Year” shall mean the fiscal year of the County as provided by laws of the Commonwealth.

“Guaranty Agreement” shall mean this agreement and all modifications, alterations, amendments and supplements hereto made and delivered in accordance with the provisions hereof, which phrase sometimes is referred to in this document by use of such words as “hereto,” “hereby,” “herein,” “hereof” or “hereunder.”

“Reimbursement Agreement” shall mean the Reimbursement Agreement dated as of the date hereof between the County and the Authority and all modifications, amendments, extensions and substitutions therefor.

“Series A Bonds Required Reserve Amount” shall have the meaning given such term in the Indenture.

“Series B Bonds Required Reserve Amount” shall have the meaning given such term in the Indenture.

ARTICLE II

Representations and Warranties of the County

SECTION 2.01 Representations and Warranties. The County represents and warrants that:

- A. The County is a political subdivision of the Commonwealth;
- B. The County possesses all requisite power and authority under laws of the Commonwealth to enter into and to perform all the covenants and agreements set forth in this Guaranty Agreement;
- C. The County has duly authorized all necessary action on its part to enter into this Guaranty Agreement, pursuant to proper and necessary official action of its Board of Commissioners in accordance with laws of the Commonwealth;
- D. The County, in entering into this Guaranty Agreement, is acting in the public interest by assisting in providing modern, convention center facilities at the lowest possible cost to the users of such facilities, and by assisting in the preservation, protection and

promotion of the general health and welfare of inhabitants of the County and of the Commonwealth; and

E. The County, in entering into this Guaranty Agreement, is incurring lease rental debt pursuant to the terms and conditions of the Debt Act; and the County has taken all proper proceedings pursuant to the Debt Act and has obtained all approvals required to be obtained in connection with the execution and delivery of this Guaranty Agreement.

ARTICLE III

Covenants and Agreements of the Authority and the County

SECTION 3.01 Full and Prompt Payment. The County hereby guarantees, unconditionally and irrevocably, to the registered Owners, from time to time, of the Bonds, the full and prompt payment of the County Obligation when and as such shall be due and payable, in accordance with the terms and conditions of this Guaranty. Except with respect to the County Obligation, nothing contained in this Agreement shall in any way be construed to imply that the County shall be or become liable or responsible for any other debt or obligation of the Authority.

SECTION 3.02 Costs, Fees, Expenses and Charges. Except as may be expressly provided herein or elsewhere, the County shall not be responsible or liable to the Authority or the Trustee for the payment of any other costs, fees, expenses or charges arising in connection with the issuance and sale of the Bonds, the issuance of the Note, or the enforcement of any rights of the Authority against any other person.

SECTION 3.03 Manner of Payment. All payments required to be made by the County under this Guaranty Agreement shall be made in lawful money of the United States of America at the designated corporate trust office of the Trustee and at the times specified in the Note and/or the Indenture for the payment of amounts to appropriately fund the Debt Service Reserve Fund.

SECTION 3.04 Separate Causes of Action. Each and every default in payment of the Series A Bonds Required Reserve Amount or the Series B Bonds Required Reserve Amount by the Authority and the County Obligation by the County shall give rise to a separate cause of action under this Guaranty Agreement; and separate suits may be instituted pursuant to this Guaranty Agreement, from time to time, as each cause of action shall arise.

SECTION 3.05 Amounts to be Included in Budget. The County covenants to and agrees with the Trustee, the Authority, and the registered owners, from time to time, of the Bonds that the County shall (a) include in its budget for each Fiscal Year in which the County Obligation is payable with respect to the Note (beginning with its 2023 Fiscal Year), an amount equal to the County Obligation for such Fiscal Year less the amount on deposit in the Debt Service Reserve Fund (as hereinafter set forth) on December 15 of the immediately preceding Fiscal Year, but in no event shall the budgeted amount exceed the amount of the County Obligation for such Fiscal Year as set forth on Exhibit "A" hereto, and (b) appropriate such amounts from its general revenues for payment to the Trustee of its obligations hereunder, and

(c) duly and punctually pay or cause to be paid from its sinking fund or any of its revenues or funds to the Trustee such amounts, at the times and in the manner provided for herein, at the designated corporate trust office of the Trustee, according to the true intent and meaning hereof. For such budgeting, appropriation and payment, the County hereby pledges its full faith, credit and taxing power. As provided in the Debt Act, this covenant shall be enforceable specifically against the County.

At any time when payments are required to be made by the County hereunder, to the extent that sufficient money shall not be available in the County's then current budget, and if the County shall be unable to incur, lawfully, debt in the current Fiscal Year for the purpose of paying such County Obligation or to issue tax anticipation notes or otherwise to satisfy its obligations hereunder, the County shall include any amounts so payable in its budget for the next succeeding Fiscal Year and shall appropriate such amounts to the payment of such obligations and duly and punctually shall pay or shall cause to be paid the obligations incurred hereunder in the manner herein stated according to the true intent and meaning hereof, and for such budgeting, appropriation and payment the County does pledge its full faith, credit and taxing power. As provided in the Debt Act, this covenant shall be enforceable specifically against the County.

SECTION 3.06 Authority to Establish and Maintain Debt Service Reserve Fund. The Authority covenants and agrees to establish and maintain a Debt Service Reserve Fund as more fully set forth in the Indenture. The Authority further covenants and agrees that it shall promptly (i) notify the County in writing (or cause the Trustee to notify the County) of any transfers or withdrawals which may be made from the Debt Service Reserve Fund for the purpose of making payment of Debt Service at any time due or to become due on the Bonds, and (ii) make up any deficiency in the Debt Service Reserve Fund (whether such deficiency arises from a withdrawal of monies for the payment of Debt Service on the Bonds, from a decrease in the value of investments held therein or otherwise) by a deposit with the Trustee of any available hotel room rental tax revenues or other monies permitted by the Indenture at the time and in the amounts required by Section 5.05 of the Indenture.

In addition, in order to facilitate the budgeting of any deficiencies by the County, as provided in Section 3.05 hereof, the Authority agrees to cause the Trustee, in addition to the other requirements imposed on the Trustee, pursuant to the Indenture, (i) on a quarterly basis or before January 1, April 1, July 1, and October 1 of each Fiscal Year, to value the Debt Service Reserve Fund in accordance with the provisions of the Indenture, and (ii) on December 1 of each Fiscal Year thereafter, to give written notice to the County of any deficiency which shall exist in the Debt Service Reserve Fund, and, unless the Authority shall satisfy such deficiency on or before December 15 of such Fiscal Year, to again provide written notice to the County of such deficiency.

SECTION 3.07 Authority to Provide Certificate. The Authority covenants and agrees that on or before December 1, 2022, and on or before December 1 in each Fiscal Year thereafter, the Authority will prepare and deliver to the County an Officer's Certificate stating (i) the value of the Debt Service Reserve Fund, as calculated by the Trustee in accordance with the provisions of the Indenture (a copy of the Trustee's valuation shall be included with the Officer's Certificate), and (ii) either (a) that no deficiency exists in the Debt Service Reserve Fund, or (b) that a deficiency exists in the Debt Service Reserve Fund in which event, such

certificate should state the amount of such deficiency, should state that all other available monies in Funds created under the Indenture have been transferred to the Debt Service Reserve Fund, and should explain, in reasonable detail, what steps the Authority intends to take to try to satisfy such deficiency by December 15; provided that notwithstanding any such Officer's Certificate, the County shall perform its covenants and agreements set forth in Section 3.01 of this Guaranty Agreement.

SECTION 3.08 Obligations of County Absolute and Unconditional. The obligations of the County under this Guaranty Agreement shall be absolute, irrevocable and unconditional, and all payment obligations of the County hereunder shall be paid strictly in conformance with the terms hereof under all circumstances, irrespective of any other agreement or instrument to which the County shall be a party, and all such obligations shall remain in full force and effect so long as the Bonds remain outstanding, and such obligations of the County shall not be affected, modified, diminished, or impaired upon the happening, from time to time, of any event, including, without limitation, any of the following (whether or not with notice to or the consent of the County in accordance with the provisions hereof unless such notice or consent is required hereunder):

A. The failure of the Authority otherwise to perform any obligation contained in this Guaranty Agreement or in any other agreement, for any reason whatsoever, including, without limiting the generality of the foregoing, the occurrence of an insufficiency of funds, negligence or willful misconduct on the part of the Authority or its agents, employees or independent contractors, legal action of any nature which shall prohibit the operations of the Authority, labor disputes, war, insurrection, natural catastrophe or laws, rules or regulations of any body, governmental or otherwise, having proper jurisdiction;

B. The compromise, settlement, release or termination of any or all of the obligations, covenants or agreements of the Authority under the Indenture or the Reimbursement Agreement;

C. The failure of the Authority or the Trustee to give notice to the County of the occurrence of a default under terms and provisions of this Guaranty Agreement, the Indenture or the Reimbursement Agreement;

D. The validity, enforceability or termination of the Indenture or the Reimbursement Agreement;

E. The failure of the Authority to make any payment to the County under the Reimbursement Agreement or any other agreement;

F. The neglect or failure of the Authority and/or the Trustee to exercise or to preserve any rights or rights of action against any party, person or property;

G. The failure of the Authority and/or the Trustee to have enforced, on prior appropriate occasions, any right or right of action against any party, person or property;

H. The compromise, settlement, release, alteration, indulgence or any other change or modification of any obligation or liability of the Authority under the Reimbursement

Agreement or the Indenture, regardless of the nature of such obligation or liability and regardless of the extent to which such obligation or liability shall have been modified, compromised or otherwise changed;

I. The waiver of the payment, performance or observance by the Authority, and/or the Trustee and/or the County of any obligations, covenants or agreements contained in the Indenture, the Reimbursement Agreement or this Guaranty Agreement;

J. The extension of the time for payment of the Debt Service on the Bonds, amounts due under the Note or any part thereof owing or payable under this Guaranty Agreement or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture, the Reimbursement Agreement or this Guaranty Agreement or any other agreement to which the Authority is a party;

K. The waiver by the County, or the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement of the Authority set forth in the Indenture or the Reimbursement Agreement or any other agreement to which the Authority is a party;

L. The taking of, or the omission to take, any action referred to in the Reimbursement Agreement, the Indenture or this Guaranty Agreement or any other document, instrument or agreement executed and delivered in connection with the issuance of the Bonds;

M. Any failure, omission or delay on the part of the Authority and/or the Trustee to enforce, to assert or to exercise any right, power or remedy conferred upon or vested in the Authority and/or the Trustee hereunder or under the Indenture or the Reimbursement Agreement or any other document, instrument or agreement executed and delivered in connection with the issuance of the Bonds, or to enforce, to assert or to exercise any other right or rights on the part of the Authority, the Trustee or any Owner, at any time or from time to time, of the Bonds and/or the Note;

N. The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustments or other similar proceedings affecting the County or the Authority or any of the assets of either, or any allegation or contest of the validity of this Guaranty Agreement in any such proceeding;

O. The release or discharge of the County, to the extent permitted by law, from performance or observance of any obligation, covenant or agreement contained in this Guaranty Agreement, by operation of law;

P. The default or failure of the County fully to perform any of its obligations set forth in this Guaranty Agreement;

Q. Any failure by the Authority or the Trustee to comply with any of the covenants, agreements or undertakings set forth herein, in the Indenture or any breach by the Authority or the Trustee of any representation or warranty set forth herein or in the Indenture;

R. The voluntary or involuntary repossession or surrender of all or any portion of the Convention Center.

SECTION 3.09 Obligations of County Not Affected by Bankruptcy, etc. The obligations of the County hereunder shall not be affected by any bankruptcy, arrangement of creditors, reorganization or other similar proceedings of the Authority or the County.

SECTION 3.10 Obligations of County Not Subject to Setoff, Counterclaim, etc. The obligations of the County hereunder shall not be subject to any setoff, counterclaim or defense resulting from any breach or any alleged breach by the Authority of any obligation to the County, whether said obligation arises under this Guaranty Agreement or the Reimbursement Agreement or from any other transaction between the Authority and the County, regardless of the nature of such transaction, or otherwise.

SECTION 3.11 Trustee Obligated to Proceed. In the event of a default in payment of the Series A Bonds Required Reserve Amount or the Series B Bonds Required Reserve Amount by the Authority under the Note when and as the same shall become due and payable, whether at the stated maturity thereof or by acceleration, the Trustee shall be obligated to proceed hereunder, in accordance with the timing and requirements of Section 3.14 hereof, directly against the County without proceeding against or exhausting any other remedies which it may have against the Authority or its assets.

The County agrees to pay all costs, fees and expenses, including, to the extent permitted by law, all court costs and reasonable attorney fees which may be incurred by the Trustee in enforcing or attempting to enforce this Guaranty Agreement against it, following any default on the part of the County hereunder, whether the same shall be enforced by suit or otherwise.

SECTION 3.12 Enforcement by Third Parties. This Guaranty Agreement is entered into by the County for the benefit of the Trustee, the owners, from time to time, of the Bonds and the Note, any successor trustee or trustees and their respective successors and assigns under the Indenture, all of whom shall be entitled to enforce performance and observance hereof by the County to the same extent as if they were parties signatory hereto.

SECTION 3.13 Separate or Cumulative Enforcement. Terms of this Guaranty Agreement may be enforced as to any one or more breaches, either separately or cumulatively.

SECTION 3.14 Payment by County.

A. On any date that the Authority fails to honor its payment obligations under the Note and under Section 5.05 of the Indenture, the County shall promptly pay to the Trustee, upon written demand of the Trustee, on the dates and in the amounts required under the Note and Section 5.05 of the Indenture, an amount which, together with other monies available to the Trustee in the applicable account within the Debt Service Reserve Fund, will be sufficient to comply with the Series A Bonds Required Reserve Amount or the Series B Bonds Required Reserve Amount, as applicable; provided, however, that the sum of all amounts advanced by the County in any given fiscal year in no event shall exceed the County Obligation for such fiscal year.

B. To the extent that it makes any payments to fund the Series A Bonds Required Reserve Amount or the Series B Bonds Required Reserve Amount in respect of the Note, the County shall become subrogated to all right, title and interest of the holder receiving such payments. To evidence such subrogation, the Trustee shall note the County rights as subrogee on the registration books of the Authority maintained by the Trustee.

C. The County acknowledges and agrees that any such right of subrogation and/or the obligation of the Authority to repay or reimburse the County for any payments made by the County hereunder, including, without limitation, pursuant to the Reimbursement Agreement, shall be subordinated in all respects to the obligations of the Authority to pay the principal of and interest on the Bonds as and when due and other amounts provided for in subsections (i) and (ii) of Section 5.01(b) of the Indenture.

SECTION 3.15 Discharge of Obligations. Anything contained in this Guaranty Agreement to the contrary notwithstanding, except as provided herein with respect to expenses incurred in connection with the enforcement hereof, the obligations of the County hereunder shall be satisfied in full and discharged when (a) the principal of and interest on the Bonds have been paid or deemed paid as specified in the Bonds and/or provided in the Indenture, and (b) the Indenture shall have been discharged in accordance with its terms.

If the County deposits with the Trustee funds sufficient to pay the County Obligation in full under this Guaranty Agreement as same may arise from time to time, all liability of the County with respect to the payment of the County Obligation under this Guaranty Agreement shall cease and be deemed to be satisfied. Thereafter, any claims of whatsoever nature hereunder with respect to such payment of the County Obligation shall be restricted exclusively to the funds so deposited hereunder and the Trustee shall hold such funds in trust for the benefit of the owners of the Bonds and the Note.

SECTION 3.16 Hotel Room Rental Tax. The County hereby agrees that, as long as any Bonds are Outstanding under the Indenture, the County shall not reduce, diminish or repeal the Hotel Room Rental Tax.

ARTICLE IV

Miscellaneous

SECTION 4.01 Increased Obligations of County; Amendment. No amendment, change, modification, alteration or termination of the Indenture shall be effective which would in any way increase obligations of the County under this Guaranty Agreement, without obtaining the prior written consent of the County (such consent to be given by the County pursuant to an ordinance duly enacted by the Board of Commissioners). No amendment, change, modification, alteration or termination of the County's obligations hereunder shall be effective without the Trustee's consent if the effect of such amendment, change, modification, alteration or termination is to impair the security of the Bonds or the Note by changing the coverage of the County's guaranty obligation.

SECTION 4.02 Time When Obligations Arise. Obligations of the County hereunder shall arise absolutely, irrevocably and unconditionally when the Bonds shall have been issued, sold and delivered by the Authority.

SECTION 4.03 Authority to Punctually Perform. The Authority and the Trustee covenant with the County that each duly and punctually will perform every covenant and agreement undertaken by the Authority under the Bonds and the Note; provided, however, this Section 4.03 shall not be construed to violate the provisions of Section 3.08.

SECTION 4.04 Remedies of Authority. In the event of default by the County in the punctual discharge of its obligations hereunder, the Authority and the Trustee shall be entitled to exercise such remedies as are provided under the Debt Act, together with any other remedies which otherwise may be provided at law or in equity or by other statutes.

SECTION 4.05 Cumulative Remedies: Waiver. No remedy conferred upon or reserved to the Authority or the Trustee hereunder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised, from time to time, and as often as may be deemed expedient. In order to entitle the Authority and/or the Trustee to exercise any remedy reserved in this Guaranty Agreement, it shall not be necessary to give any notice, other than such notice as herein expressly may be required. In the event any provision contained in this Guaranty Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification hereof shall be established by conduct, custom or course of dealing, but shall be established solely by an instrument, in writing, duly executed by the appropriate parties. Notwithstanding any other provision hereof to the contrary, no recourse shall be had for the payment of the principal of or interest on the Bonds, or for any claim based hereon or on the Ordinance of the County authorizing and approving the execution and delivery of this Guaranty Agreement, against any member, officer or employee, past, present, or future, of the County or of any successor body, as such, either directly or through the County or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the issuance of this Guaranty Agreement.

SECTION 4.06 Notices. Except as otherwise provided herein, all notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed to have been given when the writing is delivered if given or delivered by hand, overnight delivery service or facsimile transmitter (with confirmed receipt) to the address or facsimile number set forth below and shall be deemed to have been given on the date deposited in the mail, if mailed, by first-class, registered or certified mail, postage prepaid, addressed as set forth below. The Issuer, the County and the Trustee may, by written notice given hereunder,

designate any different addresses, phone numbers and facsimile numbers to which subsequent notices, certificates, approvals, consents, requests or other communications shall be sent.

To the Issuer: LANCASTER COUNTY CONVENTION CENTER
AUTHORITY
25 South Queen Street
Lancaster, PA 17603
Attention: Executive Director
Telephone: (717) 207-4100
Facsimile: (717) 207-4101

To the Trustee: WILMINGTON TRUST, NATIONAL ASSOCIATION
213 Market Street, PA1-HM22
Harrisburg, Pennsylvania 17101
Attention: Corporate Trust
Telephone: (717) 255-2264
Facsimile: (717) 231-2615

To the County: COUNTY OF LANCASTER
150 North Queen Street
Lancaster, Pennsylvania 17603
Attention: Chief Clerk
Telephone: (717) 299-8300
Facsimile: (717) 293-7208

SECTION 4.07 Entire Agreement Multiple Counterparts. This Guaranty Agreement constitutes the entire agreement, and superseded all prior agreements, and understandings, both written and oral, among the parties with respect to the subject matter hereof; and this Guaranty Agreement may be executed, simultaneously, in multiple counterparts, each of which counterparts, together, shall constitute but one and the same instrument.

SECTION 4.08 Severability. Provisions of this Guaranty Agreement shall be severable; and in the event of the invalidity or unenforceability of any one or more phrases, sentences, clauses, Articles, Sections or parts, in this Guaranty Agreement contained, such invalidity or unenforceability shall not affect the validity or enforceability of remaining portions of this Guaranty Agreement or any remaining parts thereof.

SECTION 4.09 Amendment. This Guaranty Agreement may be amended and/or supplemented, from time to time, by a written document duly signed by the parties hereto; provided, however, that no amendment and/or supplement shall be made which shall diminish or discontinue the obligations of the County hereunder.

SECTION 4.10 Choice of Law. This Agreement shall be construed in accordance with and shall be governed by laws of the Commonwealth.

SECTION 4.11 The Trustee. With respect to this Guaranty Agreement and related documents, the Trustee is entitled to all protections, immunities, indemnities, rights and obligations which it has under the Indenture.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, pursuant to proper authorization of their respective governing bodies, have caused this Guaranty Agreement to be executed by its respective duly authorized officer or officers and to be attested by its respective duly authorized officer and its respective official or corporate seal to be affixed to this Guaranty Agreement, all as of the day and year first above written.

COUNTY OF LANCASTER, PENNSYLVANIA

By: _____
Chair

(SEAL)

Attest: _____
Chief Clerk

LANCASTER COUNTY CONVENTION
CENTER AUTHORITY

By: _____
Chair

(SEAL)

Attest: _____
Secretary

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Officer

[Signature page to Guaranty Agreement]

Exhibit A
Maximum Annual Guaranty Obligations

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

Allocation of Block Grant Funds: Redevelopment Authority of the County of Lancaster
Lancaster, PA

Purpose: In accordance with the Agreement between the County of Lancaster and the Lancaster County Redevelopment Authority dated April 1, 2022, the County will allocate funding from Human Services Block Grant funds to the Redevelopment Authority of the County of Lancaster for Homeless Services as outlined in the Agreement.

The Redevelopment Authority of the County of Lancaster shall submit quarterly invoices to the Controller's Office who will then issue payment to provide homeless assistance programming for the County.

Amount: \$646,833.00

Term: July 1, 2022 through June 30, 2023

Note: The contract term is April 1, 2022 through June 30, 2025 with funding allocated and provided for services by the County on an annual basis. There is no increase in the amount from 2021 to 2022.

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

<u>Agreement With:</u>	Redevelopment Authority of the County of Lancaster Lancaster, PA
<u>Purpose:</u>	To perform reentrant services to individuals upon their release from the Lancaster County Prison.
<u>Amount/Term:</u>	\$55,000.00 for the period August 31, 2022 to June 30, 2023.
<u>Funding:</u>	State - Human Services Block Grant funding.

**AGREEMENT BETWEEN THE COUNTY OF LANCASTER, PENNSYLVANIA AND THE
REDEVELOPMENT AUTHORITY OF THE COUNTY OF LANCASTER**

This Agreement (hereinafter, “Agreement”), made and entered into this ____ day of September, 2022 (hereinafter, the “Effective Date”), by and between the County of Lancaster, a class 2A county of the Commonwealth of Pennsylvania with a principal address of 150 North Queen Street, Lancaster, Pennsylvania 17603 (hereinafter, the “County”) and the Redevelopment Authority of the County of Lancaster, with a principal address of 28 Penn Square, Suite 200, Lancaster, Pennsylvania 17603 (hereinafter, the “Authority”) Both the County and the Authority are referred to herein individually as a “Party” and, collectively, as the “Parties.”

WHEREAS, on August 23, 2022, the Authority and the Lancaster County Re-Entry Coalition entered into a Memorandum of Understanding providing that the Authority would become the responsible agency for the supporting of programming and initiatives for reentrant service providers and partners in Lancaster County, a copy of which is attached hereto and made a part hereof as Attachment “A”; and

WHEREAS, the County wishes to provide funding to the Authority for reentrant services;

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

1. SCOPE OF SERVICES.
 - a. The Authority shall perform reentrant services to individuals upon their release from the Lancaster County Prison in accordance with the Scope of Services defined in Attachment “A.”
 - b. The Authority agrees to comply with and be bound by the provisions set forth below:
 - i. The Authority shall comply with HIPAA/HITECH Business Associate Terms and Conditions, with respect to which the Authority is “Business Associate” and the COUNTY is “Covered Entity”;
 - ii. This **AGREEMENT** is subject to all applicable provisions of State and Federal law and regulations related to the provision, delivery and funding of reentrant services.
2. TERM; TERMINATION. This Agreement shall take effect upon the Effective Date and shall terminate on June 30, 2023.
3. REPRESENTATIONS: The Authority further agrees to the following:
 - a. That the confidentiality and rights to privacy of all clients of the Authority and/or persons or entities receiving services provided by the Authority pursuant to this Agreement will be adhered to strictly regarding names, identities, clients, and records except as disclosure is permitted by law. The Authority shall be in compliance with all statutes, regulations, and policies of the **COUNTY** concerning retention, protection, and disclosure of client records and confidentiality. The use of any information concerning a client for any purpose not connected with the administration of the **COUNTY**’s or the Authority’s responsibilities

under this **AGREEMENT** is prohibited except on written consent of the client, the client's attorney, or the client's legally responsible parent or guardian. Disclosure of such information shall include the following disclaimer: "This information has been disclosed to you from records whose confidentiality is protected by state and federal laws. Federal regulations prohibit you from making any further disclosure of it without the specific written consent of the person to whom it pertains, or as otherwise permitted by such regulations. A general authorization for the release of medical or other information is not sufficient for this purpose."

- b. The Authority shall be solely responsible for all levels and degrees of compliance with the Health Insurance Portability and Accountability Act ("HIPAA") of 1996. Any costs or fees associated with the development of HIPAA compliance shall be the responsibility of the Authority. Any costs, fees or fines related to the non-compliance with HIPAA shall be the sole responsibility of the Authority and the Authority hereby indemnifies and holds the **COUNTY** harmless against any such costs, fees, or fines. The Authority agrees to comply with HIPAA regulations regarding the identification, use and disclosure of Protected Health Information ("PHI"). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
- c. The Authority shall not be considered as an employee of the **COUNTY** for any purpose or reason and 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 Authority by the **COUNTY**. The Authority agrees to be solely responsible for the withholding and payment of such taxes.
- d. The Authority shall not be covered by the **COUNTY'S** workers' compensation or unemployment insurance provided by the **COUNTY** to its employees and the Authority expressly waives any such coverage. **COUNTY** shall not be responsible for any loss, liability, claim, damages, or expenses resulting from, or arising out of any act or omission, or any violation of law on the part of third persons causing damages to the Authority.
- e. The Authority shall not assign their rights or obligations under this **AGREEMENT** to any other person or entity whatsoever unless written consent is first obtained from the **COUNTY**.
- f. This document, and all attachments which have been incorporated by reference, contains all of the terms, provisions, and conditions of this **AGREEMENT**. No term or provision may be unilaterally modified or amended. Any alteration, variation, modification or waiver of a provision of this **AGREEMENT** shall be valid only when reduced to writing, duly signed by the parties of this **AGREEMENT**, and attached to the original of the **AGREEMENT**.
- g. The Authority agrees to conduct themselves reasonably, prudently, and courteously in such a manner so as not to reflect adversely upon the **COUNTY**; and the Authority will perform at all times faithfully, industriously, and to the best of their ability, experience, and talents all of the duties that may be required of them pursuant to the expressed and implicit terms of this **AGREEMENT**, and to the complete satisfaction of the **COUNTY**; and will act in conformity with all statutes and ordinances of the United States, Commonwealth, and County.

- h. The Authority shall not discriminate against any person because of age, race, color, religious creed, ancestry, national origin, sex, or disability. The Authority shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa Code Chapter 49, which are incorporated herein by reference, the Americans with Disabilities Act, and with all laws prohibiting discrimination in public accommodation, hiring or employment opportunities and the provision of services hereunder and child welfare.
- i. The Authority shall certify that it is in compliance with the Drug-Free Workplace Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the **COUNTY**.
- j. Provider shall participate in any activities related to procedures for administrative claiming of the Title IV-E Program and Title XIX Medicaid (MA) reimbursement of Pennsylvania child welfare expenditures due to the enactment of the Fostering Connections to Success and Increasing Adoptions Act of 2008 (Fostering Connections), Act 14 of 2019, Act 91 of 2012, the enactment of the Federal Preventing Sex Trafficking & Strengthening Families Act of 2014, and the enactment of the Family First Prevention Services Act of 2018.
- k. No employee, officer or agent of either party to this Agreement, or of any subcontractor or affiliate will participate in the selection, award, or administration of a contract supported by Federal funds if there is a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or about to employ any of the parties, has a financial or other interest in or could receive a tangible personal benefit from a firm considered for a contract. **COUNTY** employees or the Authority employees will not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Employees shall not take any special advantage of services or opportunities for personal gain. All shall refrain from accepting any favors, gifts, promises, or suggestions of future benefits that might compromise their independent judgment or action, or give the appearance of being compromised.

4. PAYMENT OF COMPENSATION:

- a. The Authority will be paid Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00) as consideration for the performance of Services as described in Section 1 of this Agreement.

5. RECORDS MAINTENANCE:

- a. The Authority shall maintain sufficient and appropriate records and data to justify the cost of the services and services provided. The Authority shall maintain books, records, documents, and other evidence, including but not limited to accounting procedures and practices, sufficient to reflect properly the **SERVICES** provided to clients referred by the **COUNTY**

and sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in providing the services.

- b. Records shall be kept for a minimum of seven (7) years after the close of the contract year.
- c. The Authority shall make its records available for examination or audit by the **COUNTY**, the Department of Human Services, or the **COUNTY'S** representatives at any reasonable time.
- d. The Authority shall maintain demographic information and dates of service on families and clients served through its program and report this information to **COUNTY** on a quarterly basis. Individual client service records maintained by the Authority shall include demographics, attendance, and progress reports.

6. SUSPENSION AND DEBARMENT:

- a. The Authority certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the Authority cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made.
- b. If the Authority enters into subcontracts or employs under this **AGREEMENT** any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or federal government during the term of this **AGREEMENT** or any extension or renewals thereof, the Commonwealth shall have the right to require the Authority to terminate such subcontracts or employment.
- c. The Authority agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigation of the Authority's compliance with terms of this or any other agreement between the Authority and the Commonwealth which result in the suspension or debarment of the Authority. Such costs shall include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Authority shall not be responsible for investigation costs for investigations which do not result in the Authority's suspension or disbarment.
- d. The Authority may obtain the current list of suspended and debarred contractors by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

7. **INDEMNIFICATION**: the Authority, its heirs, successors, and assigns shall indemnify and hold the **COUNTY**, its Commissioners, officers, employees, representatives, and agents harmless and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the **COUNTY**, its Commissioners, officers, employees, representatives, and agents arising from or related to its performance, including but not limited to the Authority negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities, and for breach of any provision, including the terms and conditions, of the Agreement. Notwithstanding anything to the contrary in this Agreement, to the maximum extent permitted by applicable law, the **COUNTY** will not be liable to the Authority for any special, indirect, incidental, punitive, or consequential damages (including lost profits). **COUNTY** is not liable for damages caused in any part by the Authority's negligence or intentional acts or, except as expressly set forth herein, for any claim against the Authority or anyone else by any third party
8. **LIABILITY AND OTHER INSURANCE**: the Authority, at the Authority's sole cost and expense, shall 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 for such risks as the **COUNTY** may from time to time deem reasonably necessary, (4) cyberinsurance coverage providing privacy response and third party liability coverage for all claims, cost or damages arising out of the performance of this Agreement and (5) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by the Authority. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance with an AM Best Rating of A- or higher (or similar Insurance Company Rating Organization) and shall be maintained continuously in full force and effect.

Minimum Liability Insurance requirements:

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
Auto Liability:	\$1,000,000 Combined Single Limit
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	
Professional Liability	\$1,000,000	

9. GENERAL REQUIREMENTS FOR INSURANCE: Except as otherwise approved by **COUNTY** in writing, the following provisions shall apply to each and every policy of insurance which the Authority 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 Authority shall cause each insurance carrier to deliver its certificate of insurance to **COUNTY**, and to any other party designated by **COUNTY**, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon **COUNTY**'S request;
- c. At least thirty (30) days prior to the expiration of each policy, the Authority shall provide **COUNTY** with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage sixty (60) days' notice of such action shall be sent via certified mail to the **COUNTY**;
- d. The Authority shall not permit any condition to exist and shall not commit any act or omission, which would wholly or partially invalidate any insurance.
- e. "County of Lancaster" shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability;
- f. The requirements described above are also applicable to any and all other employees or subcontractors hired by the Authority to perform work under this **AGREEMENT**

10. FEDERAL AUDIT REQUIREMENTS:

- a. The nonprofit **CONTRACTOR** must comply with all federal and state audit requirements including, but not limited to: the *Single Audit Act*, as amended; the revised Office of Management and Budget (OMB) Uniform Guidance, Audits of States, Local Government, and *Non-Profit Organizations*; and any other applicable law or regulation and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

- b. A nonprofit **CONTRACTOR** that expends total federal awards of \$750,000 or more during its fiscal year, received either directly from the federal government, indirectly from a pass-through entity, or a combination of both, to carry out a federal program, is required to have an audit made in accordance with the provisions of OMB Uniform Guidance, as revised.
- c. If the nonprofit **CONTRACTOR** expends total federal awards of less than \$750,000 during its fiscal year, it is exempt from these federal audit requirements, but is required to maintain auditable records of federal or state funds that supplement such awards. Records must be available for review by appropriate officials. Although an audit may not be necessary under federal requirements, Department of Human Services (DHS) audit requirements may be applicable.
- d. A for-profit **CONTRACTOR** is required to have an audit if it expends a total of \$750,000 or more in federal funds under one or more Department of Health and Human Services (DHHS) federal awards. Subpart F §200.501 , incorporates the thresholds and deadlines of the Office of Management and Budget (OMB) Uniform Guidance, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, but provides for-profit organizations with two options regarding the type of audit that will satisfy the audit requirements:
 - 1. An audit made in accordance with generally accepted *Government Auditing Standards* (The Yellow Book), revised, or
 - 2. An audit that meets the requirements contained in OMB Uniform Guidance.
- e. A for-profit **CONTRACTOR** is required to have an audit, in accordance with the above audit requirements, if it expends a total of \$750,000 or more of federal awards directly or indirectly during its fiscal year.
- f. If a for-profit **CONTRACTOR** expends total federal awards of less than \$750,000 during its fiscal year, it is exempt from these federal audit requirements, but is required to maintain auditable records of federal or state funds that supplement such awards. Records must be available for review by appropriate officials. Although an audit may not be necessary under the federal requirements, DHS audit requirements may be applicable.

11. DEPARTMENT OF HUMAN SERVICES AND COUNTY AUDIT REQUIREMENTS:

- a. Nonprofit and for-profit **CONTRACTORS** must meet the DHS and County audit requirements.
- b. Where a Single Audit or program-specific audit is conducted in accordance with the federal audit requirements detailed above, such an audit will be accepted by the DHS provided that:
 - 1. A full copy of the audit report is submitted as detailed below; and

2. **CONTRACTOR** shall insure that the audit requirements are met for the terms of this **AGREEMENT**; i.e., the prescribed Attestation Report and applicable schedule requirement(s). The incremental cost for preparation of the Attestation Report and the schedule cannot be charged to the federal funding stream.
- c. In the absence of a federally required audit, **CONTRACTOR** is responsible for the following annual audit requirements which are based upon the program year specified in this agreement:
 - i. A **CONTRACTOR** that expends \$750,000 or more in combined state, county, and federal funds during the program year is required to have an audit of those funds made in accordance with generally accepted *Government Auditing Standards* (The Yellow Book), revised, as published by the Comptroller General of the United States. Where such audit is not required to meet federal requirements, the costs related to DHS audit requirements may not be charged to federal funding streams.
 - ii. If in connection with this agreement **CONTRACTOR** expends \$750,000 or more in combined state, county, and federal funds during the program year, **CONTRACTOR** shall ensure that, for the term of the contract, an independent auditor conducts annual examinations of its compliance with the terms and conditions of this **AGREEMENT**, as well as applicable program regulations. These examinations shall be conducted in accordance with the American Institute of Certified Public Accountants' Statements on Standards for Attestation Engagements (SSAE), Section 601, *Compliance Attestation*, and shall be of a scope acceptable to the DHS. The initial Section 601 compliance examination shall be completed for the program year specified in the contract and conducted annually thereafter. The independent auditor shall issue a report on its compliance examination as defined in SSAE, Section 601. The incremental cost for preparation of the SSAE cannot be charged to the federal funding streams.
 - iii. **CONTRACTOR** shall submit the SSAE, Section 601, audit report (if applicable) to the **COUNTY** within one hundred and twenty (120) days after the program year has been completed. When SSAE, Section 601, audit reports are other than unqualified, **CONTRACTOR** shall submit to the **COUNTY**, in addition to the audit reports, a plan describing what actions **CONTRACTOR** will implement to correct the situation that caused the auditor to issue a qualified report, a timetable for implementing the planned corrective actions, a process for monitoring compliance with the timetable, and a contact person who is responsible for the resolution of the situation.
 - iv. If **CONTRACTOR** enters into an agreement with a subcontractor(s) for the performance of any primary contractual duties, the audit requirements are applicable to the subcontractor(s) with whom **CONTRACTOR** has entered into an agreement. Consequently, the audit requirements should be incorporated into the sub-contractual document as entered by **CONTRACTOR**.
 - v. A **CONTRACTOR** that expends less than \$750,000 combined state, county, and federal funds during the program year is exempt from DHS audit requirements, but is required to maintain auditable records for each contract year. Records must be available for review by appropriate officials of the DHS or a pass-through entity.

GENERAL AUDIT PROVISIONS:

- a. **CONTRACTOR** is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of federal awards.
- b. The **COUNTY** reserves the right for federal, state, and county agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by state, county, or federal agencies. Any such additional audit work will rely on work already performed by **CONTRACTOR's** auditor, and the costs for any additional work performed by the federal or state agency will be borne by those agencies at no additional cost to **CONTRACTOR**.
- c. The **COUNTY** reserves the right for state, county, and federal agencies, or their authorized representatives, to perform financial and/or performance audits deemed necessary. If it is decided that an audit of this **AGREEMENT** will be performed, **CONTRACTOR** will be given advance notice. **CONTRACTOR** shall maintain books, records, and documents that support the **SERVICES** provided, that the fees earned are in accordance with the **AGREEMENT**, and that **CONTRACTOR** has complied with the **AGREEMENT** terms and conditions. **CONTRACTOR** agrees to make available, upon reasonable notice, at the office of **CONTRACTOR**, during normal business hours, for the term of this **AGREEMENT** and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative.
- d. Audit working papers and audit reports shall be retained by **CONTRACTOR's** auditor for a minimum of seven years from the date of issuance of the audit report, unless **CONTRACTOR's** auditor is notified in writing by the **COUNTY**, or the cognizant or oversight state or federal agency, to extend the retention period. Audit working papers shall be made available upon request to authorized representatives of the **COUNTY**, the cognizant or oversight state agency, the federal funding federal agency, or the General Accounting Office.
- e. **CONTRACTOR** shall preserve all books, records and documents related to this **AGREEMENT** for a period of time that is the greater of seven (7) years from the **AGREEMENT** expiration date, until all questioned costs or activities have been resolved to the satisfaction of the **COUNTY**, or as required by applicable federal laws and regulations, whichever is longer. If this **AGREEMENT** is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven (7) years from the date of any resulting final settlement.
- f. Records that relate to litigation of the settlement of claims arising out of performance or expenditures under this **AGREEMENT** to which exception has been taken by the auditors shall be retained by **CONTRACTOR** or provided to the **COUNTY** at the **COUNTY's** option until such litigation, claim, or exceptions have reached final disposition.

- g. **CONTRACTOR** is required to maintain all records /documents associated with the work performed under the contract for seven (7) years from the date of contract completion. This clause allows **CONTRACTOR** (except in the case of materials related to litigation) to use photographs, microfiche, or other methods (like scanning documents into a computer system) to meet the record retention requirement in lieu of maintaining originals after two (2) years have passed from the date of service.
- h. **CONTRACTOR** must submit the audit report within thirty (30) days after the completion of the audit, but the audit shall be completed and the report submitted not later than one hundred and twenty (120) days after the end of **CONTRACTOR'S** fiscal year.
- i. **CONTRACTOR** must submit federally required audit reports in accordance with OMB Uniform Guidance, Subpart F §200.512, *Report submission*. **CONTRACTOR** must include the following with the submission to the **COUNTY**, if applicable:
 - 1. Data Collection Form;
 - 2. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA);
 - 3. Auditor's reports on the financial statements, the SEFA, internal control, and compliance, as well as a schedule of findings and questioned costs;
 - 4. Summary schedule of prior audit findings;
 - 5. Corrective Action Plan; and
 - 6. Management letter comments.
 - 7. Independent Accountant's Report - on the Attestation of an entity's compliance with specific requirements during a period of time in accordance with the contract and the appropriate schedule, as required.

12. PERIOD SUBJECT TO AUDIT: A federally required audit, made in accordance with OMB Uniform Guidance, encompasses the fiscal period of **CONTRACTOR**. Therefore, the period of the federally required audit may differ from the official reporting period as specified in this **AGREEMENT**. Where these periods differ, the required supplement schedule(s) and Independent Auditor's Report on the Attestation must be completed for the official annual reporting period of this **AGREEMENT** that ended during the period under audit and shall accompany the federally required audit.

13. CORRECTIVE ACTION PLAN: **CONTRACTOR** shall prepare a corrective action plan (“CAP”) to address all findings of noncompliance, internal control weaknesses, and/or reportable conditions disclosed in the audit report. For each finding noted, the CAP should include: (1) a brief description identifying the findings; (2) whether **CONTRACTOR** agrees with the finding; (3) the specific steps to be taken to correct the deficiency or specific reasons why corrective action is not necessary; (4) a timetable for completion of the corrective action steps; (5) a description of monitoring to be performed to insure that the steps are taken; and (6) the responsible party for the CAP.

14. REMEDIES FOR NONCOMPLIANCE: **CONTRACTOR’s** failure to provide an acceptable audit, in accordance with the requirements of the Audit Clause Requirements, may result in the **COUNTY** not accepting the report and initiating sanctions against **CONTRACTOR** that may include the following:

- a. Disallowing the cost of the audit.
- b. Withholding a percentage of the contract funding pending compliance.
- c. Withholding or disallowing administrative costs.
- d. Suspending subsequent contract funding pending compliance.

15. JURISDICTION. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the United States District Court for the Eastern District of Pennsylvania.

16. AMENDMENT. Any alteration, modification, or waiver of a provision of this Agreement shall be valid only when reduced to a writing signed by all Parties.

17. PRIMARY POINTS OF CONTACT. The following individuals will serve as the main points of contact for purposes of this Agreement:

County: Lawrence George, Chief Administrator

Authority: Justin Eby, Executive Director

IN WITNESS WHEREOF, the County of Lancaster and the Lancaster County Housing and Redevelopment Authorities have executed this Agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

COUNTY OF LANCASTER, PENNSYLVANIA
BOARD OF COMMISSIONERS


Lawrence M. George, Chief Clerk

Ray D'Agostino, Chairman

Joshua G. Parsons, Vice-Chairman

John Trescot, Commissioner

REDEVELOPMENT AUTHORITY OF THE COUNTY
OF LANCASTER



Justin Eby, Executive Director

RESOLUTION NO. 86 OF 2022

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

REVENUE ACCOUNT:

Sheriff's Office	
AOPC Court Security Project Grant Funding	
6321 A B1711 00000	<u>\$30,000.00 (+)</u>

EXPENDITURE ACCOUNTS:

Sheriff's Office	
7300 A B1711 00000	\$28,917.00 (+)
7200 A B1711 00000	\$1,083.00 (+)
	<u>\$30,000.00 (+)</u>

ADOPTED this 13th day of September 2022, by the Board of Commissioners of the County of Lancaster, Pennsylvania in lawful session duly assembled.

ATTEST:

Lawrence M. George
Administrator/Chief Clerk
County of Lancaster, PA

Ray D'Agostino, Chairman

Joshua G. Parsons, Vice Chairman

John Trescot, Commissioner

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

RESOLUTION NO. 87 OF 2022

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

REVENUE ACCOUNT:

Lancaster County Prison	<u>\$95,546.29 (+)</u>
State Grant Funding – Vivitrol	
6321-A C1200 22025 (30964)	

EXPENDITURE ACCOUNTS:

Lancaster County Prison	\$95,546.29 (+)
7232 – C1200 22025	
	<u>\$95,546.29 (+)</u>

ADOPTED this 13th day of September 2022, by the Board of Commissioners of the County of Lancaster, Pennsylvania in lawful session duly assembled.

ATTEST:

Lawrence M. George
Administrator/Chief Clerk
County of Lancaster, PA

Ray D’Agostino, Chairman

Joshua G. Parsons, Vice Chairman

John Trescot, Commissioner

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

RESOLUTION NO. 88 OF 2022

A RESOLUTION OF THE BOARD OF COMMISSIONERS, COUNTY OF LANCASTER, DESIGNATING THE COUNTY ADMINISTRATOR/CHIEF CLERK AND THE DIRECTOR OF GENERAL SERVICES AS AUTHORIZED SIGNATORIES FOR EXECUTION OF DOCUMENTS, NOTICES AND CONTRACTS AND MANAGEMENT OF PROJECTS THROUGH PENNDOT'S REIMBURSEMENT AGREEMENT (RAS) SYSTEM

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, the Pennsylvania Department of Transportation (PennDOT) has implemented and requires the use of its Reimbursement Agreement System (RAS) via the Electronic Contract Management System (ECMS) for all agreements; and

WHEREAS, the County of Lancaster currently is a party to such agreements and anticipates continued participation in such agreements as owner of bridges throughout Lancaster County; and

WHEREAS, all statements of interest, bids, notifications, awards, contracts and agreements are to be entered and authorized electronically in RAS via ECMS with no signature line but rather only an electronic acknowledgement of acceptance; and

WHEREAS, there will be no physical agreements and documents presented before the Board of Commissioners for execution; and

WHEREAS, all notifications, selections, awards, agreements and contract executions requiring approval by the Board of Commissioners will be presented as a motion to be approved during a regular public meeting; and

WHEREAS, upon such motion and approval by the Board of Commissioners, as noted by the duly recorded minutes, the requirements of the County Code naming the Commissioners as the sole contractors of the County will be met; and

WHEREAS, the Board of Commissioners desires to authorize the County Administrator/Chief Clerk and Director of General Services to execute all paperwork upon such approval.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA that upon motion and approval by the Board of Commissioners of any action or expenditure pertaining to the management and maintenance of Lancaster County bridges, the County Administrator/Chief Clerk and Director of General Services are authorized to approve, as the Board of Commissioners' agent, any and all notices, awards and contracts the County must undertake as owner of County bridges through PennDOT's RAS system via PennDOT's ECMS system funding.

ADOPTED this 13th day of September, 2022 by the Board of Commissioners of the County of Lancaster, Pennsylvania in lawful session duly assembled.

ATTEST:

Ray D'Agostino, Chairman

Lawrence M. George
County Administrator/Chief Clerk
County of Lancaster, PA

Joshua G. Parsons, Vice Chairman

John Trescot, Commissioner

Board of Commissioners of
Lancaster County, Pennsylvania