

**LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA**

**WEDNESDAY, APRIL 29, 2026**

**9:15 a.m. – Conference Room #701, 7th Floor**

*The Commissioners' Meeting is being video recorded for public viewing and is available on the County's website.*



1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Ray D'Agostino.
2. Pledge of Allegiance
3. Minutes as Distributed: Approval of the April 22, 2026 Commissioners' Meeting Minutes.
4. Old Business:
5. New Business:
  - a. **Proclamation – Conservation District Week**  
Christopher Thompson, District Manager, Lancaster County Conservation District
  - b. **EDC Finance Corporation –**  
Daniella Tristaino, Portfolio Officer

**Resolution No. 24 of 2026: Next Generation Farm Loan with John K. and Elizabeth S. King**

**Resolution No. 25 of 2026: Next Generation Farm Loan with Ross R. Frey**

**Resolution No. 26 of 2026 Amending Resolution No. 12 of 2026: Next Generation Farm Loan with Buch Mill Farm, LLC**

- c. **Behavioral Health and Developmental Services – Grant Application with the Lancaster County Housing & Redevelopment Authority and Memorandum of Understanding with Lancaster County Homelessness Coalition**  
Jan Baily, Deputy Director of Mental Health
- d. **Planning Department – Amendment to Grant Agreement with the Federal Highway Administration and Metropolitan Planning Organization**  
Jacquelyn Pfursich, County Solicitor
- e. **General Services –**  
Carmen Simone, Deputy Director  
Malinda Harnish Clatterbuck, Executive Director, Conestoga River Club

**Approvals for Conestoga River Club's Paddle Craft Launch Site**

**Memorandum of Understanding with WellSpan Health**

f. **Purchasing Department on behalf of the Controller's Office – Change Order with Pension Technology Group, LLC**

Linda Schreiner, Director, Purchasing Department

Scott Wiglesworth, Controller

6. Business from Guests

7. Adjourn



County Commissioners  
Ray D'Agostino, Chairman  
Joshua G. Parsons, Vice-Chairman  
Alice Yoder, Commissioner

# Proclamation

## Conservation District Week

April 26 – May 2, 2026

WHEREAS, conservation districts are locally led units of government established under state law to promote the good stewardship and protection of the region's natural resources; and

WHEREAS, the districts are each led by a volunteer board of directors with members representing agriculture, business, municipal and county government, that develops a strategic plan which identifies local conservation needs, programs and services to offer; and

WHEREAS, conservation district staff work directly with landowners and local governments by providing resources and guidance to manage and protect land and water resources on private and public lands; and

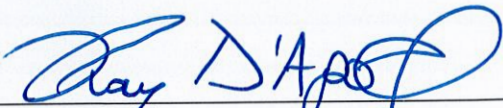
WHEREAS, directly investing in managing, protecting and preserving our natural resources helps keep Lancaster County a great place to live, work and play; and

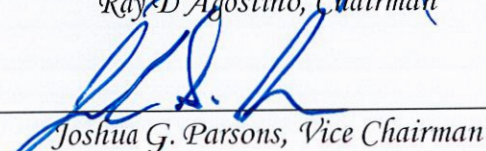
WHEREAS, in 2025, the Lancaster County Conservation District invested over \$15.5 million to help manage and protect land and water resources on public and private lands; and


WHEREAS, the district assists and coordinates with many partners including government agencies, private organizations, farms and businesses – to accomplish the important mission of supporting and helping landowners to conserve Lancaster County's beautiful and bountiful natural resources.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA that the week of April 26 – May 2, 2026 be proclaimed as -----  
-----"Conservation District Week"----- acknowledging the important work accomplished by the Lancaster County Conservation District.



  
\_\_\_\_\_  
Ray D'Agostino, Chairman

  
\_\_\_\_\_  
Joshua G. Parsons, Vice Chairman

  
\_\_\_\_\_  
Alice Yoder, Commissioner

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

**RESOLUTION NO. 24 OF 2026**

**FUNDING THROUGH THE  
NEXT GENERATION FARM LOAN PROGRAM**

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_

**WHEREAS**, the Penn Township Lancaster County Industrial Development Authority has held a public hearing on an application/project in the total amount of \$1,100,000.00 for the Next Generation Farm Loan for John K. and Elizabeth S. King. The Industrial Development Authority financing is in the amount of \$600,000.00. The farm is located at 224 Lamparter Road, Bart Township, Quarryville, Lancaster County, Pennsylvania, which is in accordance with the Tax Equity and Fiscal Responsibility Act of 1982; and

**WHEREAS**, the Penn Township Lancaster County Industrial Development Authority has determined that the application/project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above application/project at a publicly advertised meeting; and

**WHEREAS**, the project’s details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA**, that the Board hereby approves the revenue obligation or tax-exempt issues as stated above; and

**BE IT FURTHER RESOLVED** that the approval granted hereby shall not, in any way, pledge or obligate the credit or taxing power of the County, nor shall the County be liable for the payment of the principal of, or interest on, any obligations issued by the Authority.

Motion passed unanimously.

ADOPTED this \_\_\_ day of April 2026, by the Board of Commissioners of the County of Lancaster, Pennsylvania, in lawful session duly assembled.

ATTEST:

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

\_\_\_\_\_  
Ray D’Agostino, Chairman

\_\_\_\_\_  
Joshua G. Parsons, Vice Chairman

\_\_\_\_\_  
Alice Yoder, Commissioner

\_\_\_\_\_  
Board of Commissioners of  
Lancaster County, Pennsylvania

**Penn Township Lancaster County  
Industrial Development Authority**

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**Board Members**

Thomas Kifolo,  
Chairman

Joe Eisenhower, Vice  
Chairman

Seth Obetz, Treasurer

Mark Hiester,  
Assistant Secretary

Jennifer Tulonen,  
Secretary / Assistant  
Treasurer

Mark Hiester,  
Township Manager

Sean B. Frederick, Esq.,  
Solicitor

**PROJECT**

**John K. and Elizabeth S. King**

**Next Generation Farm Loan**

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**Project Description:** John K. and Elizabeth S. King will purchase a farm of approximately 70-acres from John's parents, David S. and Lydia Z. King. The farm is located at 224 Lamparter Road, Quarryville, Bart Township, Lancaster County, PA. The farm has a dairy operation marketed to LANCO. Crops grown on the farm are corn and alfalfa for feed along with tobacco that is contracted with Lancaster Leaf Tobacco Company. The farm is being sold to John and Elizabeth for \$1,100,000. The NGFLP program will be funding \$600,000 of the total with FSA financing the remaining \$500,000. The seller will provide an in-kind gift for the non-ag residence.

**Project Cost:** \$1,100,000

**Amount of IDA Financing:** \$600,000 (NGFL)

**Location of Project:** 224 Lamparter Road, Quarryville, PA

**Is Farm Preserved:** Yes    No

**Bank:** Univest Bank, Randy Ringler

**Timeline:** The Kings plan to close this loan by the end of June 2026.

**RESOLUTION NO. 25 OF 2026**

**FUNDING THROUGH THE  
NEXT GENERATION FARM LOAN PROGRAM**

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_

**WHEREAS**, the Penn Township Lancaster County Industrial Development Authority has held a public hearing on an application/project in the total amount of \$1,900,000.00 for the Next Generation Farm Loan for Ross R. Frey. The Industrial Development Authority financing is in the amount of \$682,000.00. The farm is located at 11 Radcliff Road, Willow Street, Lancaster County, Pennsylvania, which is in accordance with the Tax Equity and Fiscal Responsibility Act of 1982; and

**WHEREAS**, the Penn Township Lancaster County Industrial Development Authority has determined that the application/project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above application/project at a publicly advertised meeting; and

**WHEREAS**, the project’s details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA**, that the Board hereby approves the revenue obligation or tax-exempt issues as stated above; and

**BE IT FURTHER RESOLVED** that the approval granted hereby shall not, in any way, pledge or obligate the credit or taxing power of the County, nor shall the County be liable for the payment of the principal of, or interest on, any obligations issued by the Authority.

Motion passed unanimously.

ADOPTED this \_\_\_ day of April 2026, by the Board of Commissioners of the County of Lancaster, Pennsylvania, in lawful session duly assembled.

ATTEST:

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

\_\_\_\_\_  
Ray D’Agostino, Chairman

\_\_\_\_\_  
Joshua G. Parsons, Vice Chairman

\_\_\_\_\_  
Alice Yoder, Commissioner

Board of Commissioners of  
Lancaster County, Pennsylvania

**Penn Township Lancaster County  
Industrial Development Authority**

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**Board Members**

Thomas Kifolo,  
Chairman

Joe Eisenhower, Vice  
Chairman

Seth Obetz, Treasurer

Mark Hiester,  
Assistant Secretary

Jennifer Tulonen,  
Secretary / Assistant  
Treasurer

Mark Hiester,  
Township Manager

Sean B. Frederick, Esq.,  
Solicitor

**PROJECT**

**Ross R. Frey**

**Next Generation Farm Loan**

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**Project Description:** Ross R. Frey will purchase a farm of approximately 69-acres from his parents, Jeffrey R. and Sue Ann Wertz-Frey, which will be operated by Future View Farm LLC, a farming entity owned solely by Ross R. Frey. The farm is located at 11 Radcliff Road, Willow Street, Lancaster County, PA. The farm has a hog operation contracted with Country View. Crops grown on the farm are corn, wheat, soybean, and barley. The farm is being sold to Ross for \$1,900,000. The NGFLP program will be funding \$682,000 of the total with FSA financing \$600,000, PIDA financing \$400,000, and Fulton Bank financing the remaining \$218,000. The seller will provide an in-kind gift for the non-ag residence.

**Project Cost:** \$1,900,000

**Amount of IDA Financing:** \$682,000 (NGFL)

**Location of Project:** 11 Radcliff Road, Willow Street, PA

**Is Farm Preserved:** Yes  No

**Bank:** Fulton Bank, Alexander Brubaker

**Timeline:** Ross Frey plans to close this loan by the end of June 2026.

**RESOLUTION NO. 26 OF 2026**

**AMENDING RESOLUTION NO. 12 OF 2026  
FUNDING THROUGH THE NEXT GENERATION FARM LOAN PROGRAM**

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_;

**WHEREAS**, On February 25, 2026, the Board of Commissioners of the County of Lancaster, Pennsylvania, adopted Resolution No. 12 of 2026 approving the revenue obligation or tax-exempt issues stated within the resolution. This was based upon Penn Township Lancaster County Industrial Development Authorities' public hearing on an application/project for Justin L. and Angela Oberholtzer for the Next Generation Farm Loan for Penn Industrial Development Authorities.

**WHEREAS**, on April 28, 2026, the Penn Township Lancaster County Industrial Development Authority amended the Project Narrative because the Oberholtzers have created Buch Mill Farm LLC and will be owning and operating the property under that entity.

**WHEREAS**, the County of Lancaster needs to amend this Resolution to adopt Penn Township Industrial Development Authority's changes.

**WHEREAS**, the project's details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA**, that the Board hereby approves the amendment to Resolution No. 12 of 2026 to include the amended language of Penn Township Industrial Authority's Resolution.

**BE IT FURTHER RESOLVED** that the approval granted hereby shall not, in any way, pledge or obligate the credit or taxing power of the County, nor shall the County be liable for the payment of the principal of, or interest on, any obligations issued by the Authority.

ADOPTED this \_\_\_ day of April 2026, 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

\_\_\_\_\_  
Alice Yoder, Commissioner

Board of Commissioners of  
Lancaster County, Pennsylvania

**Penn Township Lancaster County  
Industrial Development Authority**

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**Board Members**

Thomas Kifolo,  
Chairman

Joe Eisenhower, Vice  
Chairman

Seth Obetz, Treasurer

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Assistant Secretary

Jennifer Tulonen,  
Secretary / Assistant  
Treasurer

Mark Hiester,  
Township Manager

Sean B. Frederick, Esq.,  
Solicitor

**AMENDED PROJECT**

**NARRATIVE**

**Buch Mill Farm LLC**

**Next Generation Farm Loan**

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**Project Description:** Buch Mill Farm LLC, co-owned by Justin L. and Angela F. Oberholtzer will purchase a farm of approximately 74.5-acres from Justin's Aunt and Uncle, Ervin H. and Earla M. Oberholtzer. The farm is located at 52 Brubaker Road, Lititz, Ephrata Township, Lancaster County, PA. The farm has a dairy operation marketed to Land O' Lakes. Crops grown on the farm are corn, soybeans, and other small grains. The farm is being sold to Buch Mill Farm LLC for \$3,050,000 which includes \$50,000 for closing costs. The NGFLP program will be funding \$682,000 of the total with Univest Bank financing \$268,000, Farm Service Agency financing \$600,000 and the sellers financing the remaining \$1,500,000. The seller will provide an in-kind gift for the non-ag residence.

Previously, a Resolution was adopted for the issuance of a note in the amount of \$682,000 to Justin L. and Angela F. Oberholtzer. They have since created Buch Mill Farm LLC and will be owning and operating the property under said entity.

**Project Cost:** \$3,050,000

**Amount of IDA Financing:** \$682,000 (NGFL)

**Location of Project:** 52 Brubaker Road, Lititz, PA

**Is Farm Preserved:** Yes  No

**Bank:** Univest Bank, Paul Willits

**Timeline:** The Oberholtzers plan to close this loan by the end of April 2026.

# RESOLUTION NO. 12 OF 2026

## FUNDING THROUGH THE NEXT GENERATION FARM LOAN PROGRAM

On motion of Commissioner Yoder, seconded by Commissioner Parsons;

**WHEREAS**, the Penn Township Lancaster County Industrial Development Authority has held a public hearing on an application/project in the total amount of \$3,050,000.00 for the Next Generation Farm Loan for Justin L. and Angela F. Oberholtzer. The Industrial Development Authority financing is in the amount of \$682,000.00. The farm is located at 52 Brubaker Road, Lititz, Ephrata Township, Lancaster County, Pennsylvania, which is in accordance with the Tax Equity and Fiscal Responsibility Act of 1982; and

**WHEREAS**, the Penn Township Lancaster County Industrial Development Authority has determined that the application/project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above application/project at a publicly advertised meeting; and

**WHEREAS**, the project's details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

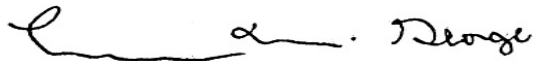
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA**, that the Board hereby approves the revenue obligation or tax-exempt issues as stated above; and

**BE IT FURTHER RESOLVED** that the approval granted hereby shall not, in any way, pledge or obligate the credit or taxing power of the County, nor shall the County be liable for the payment of the principal of, or interest on, any obligations issued by the Authority.

Motion passed unanimously.

ADOPTED this 25<sup>th</sup> day of February 2026, by the Board of Commissioners of the County of Lancaster, Pennsylvania, in lawful session duly assembled.

ATTEST:



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



Ray D'Agostino, Chairman



Joshua G. Parsons, Vice Chairman



Alice Yoder, Commissioner

Board of Commissioners of  
Lancaster County, Pennsylvania

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of Behavioral Health and Developmental Services (BH/DS), to approve the following:

**Grant Agreement and Memorandum of Understanding With:**

Lancaster County Housing & Redevelopment Authority  
and  
Lancaster County Homelessness Coalition  
Lancaster, PA

**Purpose:**

To name BHDS the subgrantee for the transitional housing grant, which will assist families being served by BHDS' Mental Health Program who are homeless or at risk of homelessness, and to approve an MOU with the Homelessness Coalition to utilize Empower Lancaster, an Internet-based Homeless Management information System (HMIS), for client tracking and case management throughout the Lancaster County Continuum of Care.

**Amount/Term:**

Total amount of the grant is \$43,376.00 for the period April 6, 2026 through April 5, 2027.  
The Homelessness Coalition will cover the cost of the HMIS system in the MOU.

**Funding:**

PA Housing Affordability & Rehabilitation Enhancement Fund (PHARE) via the Lancaster County Housing & Redevelopment Authority.

**CONTRACT FOR THE DELIVERY OF PUBLIC SERVICES  
BY AND BETWEEN THE  
REDEVELOPMENT AUTHORITY OF THE COUNTY OF LANCASTER  
AND  
LANCASTER COUNTY BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES**

This Contract entered into this 25th day of March, 2026 by and between the Redevelopment Authority of the County of Lancaster (Authority), Commonwealth of Pennsylvania, and Lancaster County Behavioral Health and Developmental Services (Grantee), 750 Eden Road, Lancaster, Pennsylvania.

Witnesseth That:

Whereas, Pennsylvania Housing Finance Agency (PHFA) awards funding to Continuum of Care homelessness services across the Commonwealth (PHARE 2024); and

WHEREAS, the Lancaster County Homelessness Coalition released a Letter of Interest in February 2026 for local agencies to apply for PHARE 2024 funding for homelessness services; and

Whereas the Grantee has submitted an application to address needs and has been approved by the Lancaster County Homelessness Coalition Steering Committee and board of the Redevelopment Authority of the County of Lancaster to receive funding; and

Whereas, the Authority desires to enter into Contracts with the Grantee.

Now, Therefore, intending to be legally bound, the parties do mutually agree as follows in Section I:

- I. Project Description – Scope of Work see Appendix A
- II. Records and Reports

In addition to any special reports and/or program records required in Section I; the following records and reports must be submitted to the Authority and maintained by the Grantee:

- A. The Grantee shall complete and submit a Monthly Report, using Neighborly, to the Authority, by the 10<sup>th</sup> of each month, and at or before the time when payment of expenses for that month's operations is requested. The report shall provide sufficient detail for the Authority to evaluate the program, including attendance and activities undertaken.
- B. The Grantee shall maintain financial records as specified in 2 CFR Part 200.
- C. The Grantee must utilize Lancaster County's Homeless Management Information System (HMIS) also known as Empower Lancaster and must comply with all policies and procedures established for the use of the HMIS. The HMIS memorandum of understanding and code of ethics is found in Appendix D and are agreed to as part of this contract. All indicators noted in Section I, above will be derived from data in HMIS.

- D. The Authority reserves the right to inspect the Grantee's records related to this program at any reasonable time. All records regarding the services provided and the program operated by the Grantee shall be available to HUD, the Authority, the Comptroller General of the United States, or any of their duly authorized representatives. Records related to this Contract and grant must be maintained by the Grantee for the greater of five (5) years or the period specified below. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
  - 1. Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for five (5) years after the expenditure of all funds from the grant under which the program participant was served; and

### III. Uniform Administrative and Program Management Standards and Cost Principles

Grantee shall comply with the requirements and standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

### IV. Audit

- A. The Grantee shall reserve non-ESG funds for an audit of its fiscal records by a Certified Public Accountant independent of the Grantee's organization. As conducted and specified below, the Audit Report and Supplemental Attachments shall be maintained as part of the Grantee's permanent program records.
- B. The Grantee shall conduct an independent program-wide audit on a yearly basis in conformance with 2 CFR Part 200. The audit shall contain appropriate tests for compliance with this Contract and for compliance with applicable federal standards and assurances of the same where necessary.
- C. The Grantee must reimburse the Authority if costs are questioned and found invalid in the audit, if the Grantee has failed to meet the terms of this Contract, or if the Grantee refuses to accept conditions imposed by the Authority or by HUD either in this Contract or as stated in formal letters from the Authority to the Grantee in follow-up to program monitoring visits by the Authority.
- D. The Grantee shall conduct and submit the audit to the Authority, in accordance with Section IV, Subpart E below, within 180 days after the close of the Grantee's fiscal year. With prior written notification to the Authority, the Grantee may submit the audit later than the 180 days but within the one-year maximum audit submission period provided by 2 CFR Part 200.
- E. The Grantee shall forward to the Authority audited financial statements including, but not limited to, copies of the Audit Report, copies of the auditor's concerns and informal findings contained in the Summary of Accounting and Internal Control Systems, copies of the Auditor's Report on Compliance, and, if prepared, copies of the Auditor's Management Letter within 30 days of the issuance of the documents in accordance with 2 CFR Part 200.

The Grantee shall also inform the Authority in writing of any and all corrective actions resulting from the audit.

V. Compensation and Method of Payment

A. The Authority agrees to compensate the Grantee for the specified expenses related to operation of the Program specified under this Contract, provided that the Grantee shows satisfactory performance and progress, in the maximum amount indicated in Appendix B.

B. Requests for Reimbursement:

1. The Grantee shall be reimbursed for the specific types of services provided by the program described below which are determined to be eligible under this Contract in the following manner and under the following conditions:
  - a. For purposes of this Contract, the Grantee will be reimbursed based on a serviceable unit as described in Appendix B.
  - b. For purposes of this Contract, the Grantee shall certify the allowability and eligibility of the units of service hereunder by submitting its Monthly Invoice for reimbursement to the Authority using Neighborly. In this regard, the burden of proof shall rest with the Grantee. The Authority shall retain the right to determine the eligibility of the units of service for reimbursement.
  - c. For purposes of this Contract, program services that are directly or indirectly reimbursed by other funding sources shall not be counted as, or construed to be, an eligible unit of service reimbursable hereunder. The Grantee may only include in its Monthly Invoices those units for which it does not receive reimbursement from any other sources.
2. The Grantee must maintain appropriate and necessary documentation supporting the Monthly Invoices submitted for reimbursement for services provided hereunder and detailing the types of service. It shall be available for review by the Authority at all reasonable times upon request, as delineated in Section II above.
3. The Authority shall retain the right, after consultation with the Grantee, to determine the final eligibility and allowability of the units of service provided and claimed for reimbursement by the Grantee hereunder.

C. Limitation of Reimbursement:

The Grantee's monthly invoices for reimbursement shall be limited as follows:

1. The Authority shall not provide cash advances to the Grantee for anticipated costs. The Authority shall release all grant funds to the Grantee only as a reimbursement for actual costs incurred for the level of program services provided during the previous month.

2. The Grantee certifies that it will not accumulate grant funds in reserve. Any interest earned on reimbursements that exceed actual costs incurred during the previous month shall be governed by Section VI - Program Income.
3. The Grantee must be able to certify its compliance with the above provisions at all times by maintaining the appropriate supporting financial documentation and transaction records and by making the documentation available to the Authority at all reasonable times upon request as delineated in Section II above.

D. Budget Revisions:

1. Deviations from Appendix B related to the use of grant funds, may be made only with the prior written approval of the Authority.

E. Ten Percent Withholding:

Ten percent of the total reimbursement or grant may be withheld pending verification that all services and terms of the Contract have been fulfilled including, but not limited to, the submission and acceptance of a financial Audit Report and Supplemental Attachments and the Annual Report. The Authority shall inform the Grantee in writing 30 days prior to the expiration date of this Contract if this clause is to be enforced.

F. Limitation of Authority's Obligation:

Funds hereby obligated to the Grantee, which remain unspent at the end of the term of the Contract will revert to the Authority.

VI. Program Income

A. Definition of Program Income:

1. Program income means gross income received by the Grantee directly generated from the use of grant funds. When such income is generated by an activity that is only partially assisted with grant funds, the Program income shall be pro-rated to reflect the percentage of grant funds actually used by the Grantee. Grantee shall account for Program income in accordance with the standards included in 2 CFR Part 200, 24 CFR Part 576, 24 CFR Part 578 and 24 CFR Part 500. Program income includes, but is not limited to, the following:
  - a. Proceeds from the disposition by sale or long-term lease of rental property purchased or improved with grant funds;
  - b. Proceeds from the disposition of equipment purchased with grant funds;
  - c. Gross income from the use or rental of real or personal property acquired with grant funds, less the costs incidental to the generation of the income, pending the disposition or use for which the property was acquired;

- d. Gross income from the use or rental of real property owned by the Grantee that was constructed or improved with grant funds, less the costs incidental to the generation of the income;
  - e. Payments received of principal and interest on loans made using grant funds;
  - f. Proceeds from the sale of loans made with grant funds;
  - g. Proceeds from the sale of obligations secured by loans made with grant funds;
  - h. Interest earned on grant funds held in a revolving fund account;
  - i. Interest earned on Program income pending the disposition of the Program income; and
  - j. Interest earned on cash advances received from the Authority.
2. The following is a partial list of those items that are not considered to be Program income. Income not classified as Program income is not necessarily limited to these items:
- a. Proceeds from fund raising activities carried out by the Grantee on behalf of its Program which received grant funds; and
  - b. Proceeds from the disposition of real property including equipment acquired or improved, in whole or in part, with grant funds when such disposition occurs after the applicable period of time specified in Section VII, Subpart A and Subpart B of this Contract.

**B. Recording of Program Income:**

The receipt and expenditure of Program income, as defined above and in 2 CFR Part 200 and 24 CFR Part 570.500 (a), shall be recorded as part of the permanent records of the financial transactions of the Grant Program.

**C. Disposition of Program Income:**

- 1. Program income received by the Grantee may be retained by the Grantee only if such income is treated as additional grant funds to be used to continue providing services as delineated in Appendix B. Furthermore, all other provisions of this Contract shall apply to any services provided with Program income.
- 2. If the Grantee decides to retain Program income, the transfer of grant funds under Section V will be adjusted as follows:

- a. Program income shall be substantially disbursed for eligible activities prior to requesting additional cash reimbursements from the Authority; and
  - b. Monthly requests for reimbursement must indicate total expenses for the month, total Program income received during the month, and the adjusted total reimbursement required from the Authority.
3. Any Program income on hand when the Contract expires or that which is received by the Grantee after such expiration shall be paid to the Authority as stipulated in 24 CFR Part 570.504 (c) and in 24 CFR Part 570.503 (b)(8).

## VII. Real Property and Equipment

A. The Grantee will manage real property and equipment in accordance with the requirements of 24 CFR Part 200 and the terms outlined in Subparts B and C below.

B. Use of Real Property:

The standards described hereunder apply to real property within the Grantee's control which was acquired or improved, in whole or in part, using grant funds in a cumulative amount in excess of \$25,000.00. The standards shall apply from the date grant funds are first spent for the property until 5 years after the expiration of the Contract under which the grant assistance was last provided to the Grantee for the property.

1. The Grantee may not change the use or planned use of the property, including the beneficiaries of such use, unless it provides the Authority and affected citizens with 30 days' notice of, and the opportunity to comment on, the proposed change. After this has taken place, the Authority must approve the change of use in writing.
2. The new use of the property must meet one of the three broad national objectives of the ESG/CDBG Program: principally benefit low and moderate-income individuals and families; aid in the elimination and prevention of slums and blight; or address other community health and safety needs having a particular urgency. Additionally, the property shall not serve as a building for the general conduct of government in its projected new use.

C. Disposition:

Real property and equipment may be disposed of in the following manner, only after consultation with affected citizens and after receiving prior written approval from the Authority, if it is no longer needed for a use which meets one of the aforementioned three national objectives of the ESG/CDBG Program.

1. The Grantee may retain or dispose of the property or equipment if it reimburses the Authority for the current fair market value of the property less any portion thereof

attributable to the expenditure of non-ESG/CDBG funds for the acquisition of, or improvements made to, the property or equipment.

2. If the change of use or disposition of the property or equipment occurs subsequent to the expiration of this Contract, the provisions relating to income received from the disposition of real property or equipment delineated in 2 CFR Part 200 or 24 CFR Part 570.504 (b)(4) or 24 CFR Part 570.504 (b)(5), as applicable, shall apply to the use of funds reimbursed.
3. Disposition shall provide for competition to the fullest extent practicable and shall result in the highest possible return.
4. The Grantee may dispose of the property or equipment for a lesser value (or by donation) if such disposition is for a use meeting one of the three previously cited national objectives and is permissible under state and local law. Documentation that such disposition meets one of the national objectives shall be presented to the Authority prior to disposition of the property or equipment.

#### VIII. Reversion of Assets

Should the Grantee terminate its operations, or the program described in Appendix A, the Grantee shall transfer to the Authority any grant funds on hand at the time of termination, any accounts receivable which are attributable to the use of grant funds, such as loan repayments and any equipment purchased with grant funds.

#### IX. Time of Performance

- A. The Grantee shall begin providing services and incurring eligible costs under this Contract on April 6, 2026 and shall continue providing the services until April 5, 2027. Services shall be provided by the Grantee for the entire term of this Contract, even if all grant funds are expended prior to the expiration date.
- B. All terms and conditions of this agreement shall terminate thirty (30) days after final payment has been issued for services provided through April 5, 2027, except for Section II, Section III, Section IV, which will terminate three (3) years from the date of final payment. In addition to those sections listed above, Section VI, Section VII, and Section VIII will terminate five (5) years from the date of final payment.
- C. The Authority reserves the right to immediately suspend or terminate this Contract in the event of default, inability, or failure to perform on the part of the Grantee. The Grantee may terminate or suspend this Contract in whole or in part only with 60-day prior written notice provided to the Authority, or at an earlier date with the Agreement of the Authority.
- D. The Executive Director of the Authority may amend the terms and conditions of this Contract by informing the Grantee in writing thirty (30) days prior to the expiration date of this Contract.

X. Monitoring

- A. The staff of the Authority will conduct a site visit to the Program during the term of the Contract to ensure that the Grantee is operating the Program in compliance with this Contract and in compliance with applicable federal regulations, uniform program administrative and management standards, and cost principles.
- B. The Grantee must make itself available for an on-site monitoring visit within 30 days of receiving notification from the Authority that a visit is to be scheduled.
- C. The Grantee must respond in writing to the findings and concerns of the Authority resulting from the monitoring visit and undertake any corrective actions required within 30 days of receipt of the monitoring report.

XII. Terms and Conditions

- A. To the best of Grantee's knowledge and belief:
  - 1. No federal appropriated funds have been paid or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
  - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
  - 3. It will require that the language of Section XII, Subpart A be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- E. The Grantee must comply with other applicable federal, state, and county laws including those standards outlined in 2 CFR Part 200 as applicable as well as 24 CFR Part 570, 24 CFR Part 576 and CFR Part 578, as applicable.

F. Indemnification

Grantee, its heirs, successors and assigns shall protect, defend, indemnify and save harmless the County, its Commissioners, officers, employees, representatives, agents,

and the Authority from and against any and all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties and losses of whatever nature including but not limited to a contractor's 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 contracts, or related to claims for contributions and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Contract. Grantee's obligation to protect, defend, indemnify and save harmless as set forth in this paragraph, shall include any and all attorney's fees, costs, and all other expenses incurred by County and Authority, in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorney's fees and costs, investigation expenses, and all other costs incurred in enforcing and/or obtaining compliance with this paragraph.

**G. Insurance Liability and Other Insurance:**

1. The Grantee at the Grantee's sole cost and expense, shall maintain in accordance with the amounts listed below: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damages, (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 Authority may from time to time deem reasonably necessary, 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 the services provided by the Grantee. 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. Insurance Requirements for Contracts are as follows:

- a. 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)
- b. Auto Liability: \$1,000,000 Combined Single Limit
- c. Workers' Compensation: Statutory
- d. 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

- e. Umbrella Liability: \$1,000,000.00
- f. Professional Liability: \$1,000,000.00

## 2. General Requirements for Insurance

Except as otherwise approved by the County in writing, the following provisions shall apply to each and every policy of insurance which the Grantee 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 the County's approval:
- b. The Grantee 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 Grantee 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 Grantee 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" and the "Redevelopment Authority of the 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 subcontractors hired by the Grantee to perform work under this contract.

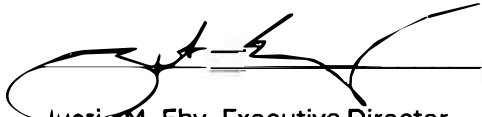
In Witness Whereof, the parties have executed this Contract including all Appendices as of \_\_\_\_\_,  
(Date)

**Attest:**

**Redevelopment Authority of the County of Lancaster**



Beth A. Dreyer-DeGoede, Secretary



Justin M. Eby, Executive Director

**Attest:**

**Lancaster County Behavioral Health and Developmental Services**



Tania Maser, Executive Director

**Lancaster County Board of Commissioners' Signatures:**

**Attest: Lawrence George, Chief Clerk**

## **Appendix A Scope of Work**

The Scope of Work sets forth an understanding of the contractual responsibilities of the agency. In all activities, BHDS will utilize the most current PA-510 Continuum of Care Standards and Policies.

As a key partner in homelessness response, BHDS will work in collaboration with the Lancaster County Homelessness Coalition to assess service needs, identify system gaps, and support program development. While the Coalition Office focuses on system-level coordination and infrastructure, we rely on our partner agencies to lead day-to-day operations and direct client engagement, ensuring responsive and effective service delivery throughout the community.

BHDS will provide a representative at the Spring and Fall Continuum of Care Meetings and have at least 80% attendance at program-specific meetings spearheaded by the Office for the Coalition.

BHDS will ensure all services, referrals, and case notes are entered into Empower Lancaster no later than 72 hours of enrollment or service. Missing data leads to service gaps and duplication. Case notes should highlight key events, such as health changes, safety issues, housing status, document readiness, or program termination.

BHDS will ensure all payments for client financial assistance are issued to third-party service providers (e.g. utility companies, or landlord) not to the clients directly.

BHDS will place an alert in the client's Empower Lancaster (EL) record specifying the date, type, and amount of any financial assistance issued to ensure transparency and prevent duplication across providers.

BHDS will ensure that monthly invoices are submitted by the 10<sup>th</sup> of the month, even if there are no expenses for a program that month.

BHDS will adhere that all programs will meet the established error rate on all Data Quality and Compliance measures measured by monthly reports from the Office for the Homelessness Coalition (O4C).

BHDS will participate in the annual Point in Time count (January 2027, exact date TBA).

BHDS will, during periods of extreme weather (hot or cold), provide or expand services as needed, including deploying outreach and assigning staff to assist onsite throughout the duration of the event.

BHDS will adhere to the CoC's prioritization policies and must utilize diversion and problem-solving strategies. All services are to be client-centered, trauma-informed, and solution-focused.

BHDS will provide services to households that are Category 1: Literally Homeless or Category 4: Fleeing/Attempting to Flee Domestic Violence for their contracted programs. Prevention programs, assisting households to stay in their current place of residence, are an exception to this requirement.

## Lancaster County Transitional Housing (TH)

The Lancaster County Homelessness Coalition Transitional Housing Program provides short-term, service-intensive support, lasting up to six months, for individuals and families experiencing homelessness who are unable to utilize emergency shelters, regardless of the reason. Participants are provided with support to a safe and stable environment where they can begin to recover from trauma, address the underlying causes of homelessness, and rebuild their support networks.

During their stay, individuals and families work closely with case managers, guided by clear focus on securing permanent housing and supporting long-term stability. Services are tailored to individual needs and may include connections to mainstream and community resources, life skills development, and employment preparation.

BHDS will have housing to accommodate the needs of eligible households from their geographic area as well as across the LCHC service area.

BHDS, in a satisfactory and proper manner as determined by the Authority, shall perform the following services:

### 1. Activities:

- a) Program staff will follow the By Name List/ PA-510 Prioritization Policy and Procedures.
- b) Program staff will verify homelessness at entry using the PA-510 Verification of Homelessness form
- c) Program staff will ensure households are dually enrolled in the BHDS- Transitional Housing-TH (transitional housing component) and BHDS
- d) Program staff from Transitional Housing and [Org name] will work collaboratively on behalf of the enrolled households to determine permanent housing solutions.
- e) Program staff will determine each household's level of intervention, based on the intensity and extent of their needs, and provide a necessary and appropriate level of supportive services.
- f) Program staff will assist the participants to develop a housing plan focusing on strengths and addressing issues that may impede access to housing (such as credit history, arrears, and legal issues).
- g) Program staff are responsible for conducting housing searches on behalf of their clients, while also encouraging and supporting participants to actively engage in their own housing searches.
- h) Program staff will assist participants in accessing benefits and making referrals to mainstream services such as SNAP, LIHEAP, and ELRC, as well as employment and community-based resources, as appropriate, to help ensure they can sustain rental payments independently once rental assistance ends or is exhausted.

For CoC reporting, all grantees will be measured, at a minimum, by the following System Performance Measures:

- Measure 1: Length of Time Persons Remain Homeless
- Measure 2: Returns to Homelessness
- Measure 4: Employment and Income Growth
- Measure 7: Retention and Successful Exits to Housing Placement

Performance metrics also include the following per CoC Standards and Procedures Manual (July 2025)

- a) 80% of all exits are to permanent destinations including:
  - Long-term care facility or nursing home

- Owned by client, no ongoing housing subsidy
  - Owned by client, with ongoing housing subsidy
  - Permanent housing for formerly homeless persons
  - Rental by client, no ongoing housing subsidy
  - Rental by client, with housing subsidy
  - Staying or living with family or friend, permanent tenure
  - 80% of all clients will be referred to mainstream benefits and tracked in Empower Lancaster (measured by non-cash benefits and health insurance using the APR report in Empower Lancaster).
- b) All clients placed in permanent housing will have a Move-In Date entered in Empower Lancaster.
- c) All households will have a financial alert entered in EL for funds disbursed on their behalf.
- d) 95% data accuracy measured with Data Quality Report in Empower Lancaster.

### **Standards and Policies**

The Lancaster County Homelessness Coalition monitors providers based on established standards and policies. The document should be used as a reference. The Homelessness Coalition expects providers to comply with these standards. Egregious non-compliance may result in suspension of payment.

ESG Information: <https://www.hudexchange.info/programs/esg/>

CDBG Information: <https://www.hudexchange.info/programs/cdbg/>

HAP Manual: [Homeless Assistance Program Instructions & Requirements 2024](#)

[PA-510 Continuum of Care Standards and Procedures](#)

[PA-510 HMIS Policies and Procedures](#)

[Empower Lancaster Service Mapping Workbook](#)

HUD Median Family Income Lookup: <https://www.huduser.gov/portal/datasets/il.html>

**Appendix B**  
**Funding Awards and Reimbursement**  
**2026-2027**

<b>Service</b>	<b>Funding Source</b>	<b>Amount Not to Exceed*</b>	<b>Rate of Reimbursement</b>
Housing Related Financial Assistance	PHFA PHARE 2024	\$43,376	Actual Eligible Expenses
<b>Total Contracted Amount</b>			
	\$43,376		

**Invoices for Contracted Services:**

1. The Grantee shall submit invoices to the Authority monthly, by the 10th of each month that follows using the Neighborly Portal.
2. Unless otherwise agreed upon, invoices are for reimbursement of eligible costs incurred by the Grantee to operate the Program. The Grantee shall be reimbursed at a pre-established fee or fees, for each case management unit (15 minutes = 1 unit) of program services considered to be eligible and reimbursable.
3. All invoices must include supportive documentation for all services and financial assistance requests and must be documented in HMIS (Empower Lancaster). Supportive documentation includes reports directly from Empower Lancaster and accounting ledgers.
4. The Grantee may request a reallocation of funds between contracted provisions as set forth above, provided that the total contracted funding amount is not increased. All such requests must be submitted in writing and are subject to prior review and written approval by the Authority. Reallocations shall only be permitted among eligible activities in accordance with applicable federal regulations and program requirements. The Grantee must provide sufficient justification, demonstrating programmatic needs and continued compliance with all funding requirements. No reallocation shall be effective until formal written approval is issued by the Authority.

Reallocations at or below 10% of the total subrecipient contracted amount or \$1,000, whichever is less, may be approved in writing by the Authority, while reallocations exceeding that threshold require LCHRA board approval and contract amendment.

**Budget Revisions:** Understanding that the use of funding may be variable, all budget revision requests must be submitted no later than February 1, 2027.

**Appendix C:**  
**Homeless Management Information System (HMIS) Memorandum of Understanding**  
**And Code of Ethics**

**HMIS Memorandum of Understanding**

This AGREEMENT is entered into and renewable by mutual consent of both parties, Office for the Lancaster County Homelessness Coalition (O4C) located at 28 Penn Square Suite 100 Lancaster, PA 17603 and Lancaster County Behavioral Health and Developmental Services (BHDS).

O4C is the lead agent responsible for the data management of public homeless services in Lancaster County. In accordance with the US Department of Housing and Urban Development (HUD) data collection mandates, O4C implements and operates a Homeless Management Information System (HMIS) called Empower Lancaster by CaseWorthy, Inc. for client tracking throughout the Lancaster County Continuum of Care.

O4C and BHDS mutually agree to the following:

- O4C will allow BHDS to utilize Empower Lancaster (the system), an Internet-based HMIS for the purposes of client tracking and case management for HUD and non-HUD funded services provided through the agency.
- O4C will cover the cost of BHDS's site license using its HMIS grants from HUD.
- O4C will directly contract with CaseWorthy, as a HUD-approved vendor, for the software services for the HMIS system.
- BHDS may not contact CaseWorthy directly and/or request changes from CaseWorthy to the software. All contact and/or requests will be made through O4C or the O4C designated Empower Lancaster support person.
- BHDS will comply with the O4C HMIS Policies and Procedures Manual and the O4C HMIS Data Quality Plan when using Empower Lancaster.
- BHDS will comply with CaseWorthy policies and procedures while using Empower Lancaster at all times.
- BHDS will designate, and inform the O4C in writing of, at least one (1) lead user that is responsible to monitor BHDS users for adherence to the HMIS Policies and Procedures. This lead user will hold a Supervisor/Director role for reporting purposes, if needed. They will be expected to assist users at their BHDS with basic re-training needs should they arise, and to communicate other training needs to O4C.
- BHDS will only share client data with other Participating Agencies authorized to receive such data. The data sharing guidelines are outlined in the O4C HMIS Policies and Procedures Manual. BHDS shall be fully responsible for any unauthorized data use or sharing by its employees/users in connection with Empower Lancaster access or BHDS's relationship with O4C.
- Both O4C and the BHDS will operate Empower Lancaster in accordance with HUD's most currently published HMIS Data and Technical Standards.
- O4C has the right to restrict/terminate HMIS access at any time if the O4C HMIS Policies and Procedures Manual is not followed or if BHDS breaches any obligations set forth in this MOU.
- For HUD CoC-funded programs administered through the Joint Funding application process, BHDS agrees to work with the CoC funders and O4C to ensure a successful APR submission to HUD.

- For each Emergency Solutions Grant (ESG)-funded program, BHDS agrees to work with the ESG funders and O4C to ensure a successful Consolidated Annual Performance and Evaluation Report (CAPER) submission to HUD.
- BHDS agrees that it is responsible for the data that its users input into Empower Lancaster and for fixing any data mistakes associated with its users and/or programs.
- BHDS agrees to only download and store data in the manner described by their Information Security Procedures, as described in the HMIS Policies and Procedures Manual. BHDS agrees to dispose of documents that contain identifiable client level data by shredding paper records, deleting any client data from external drives or computer hard drives before disposal, and follow internal personnel security and privacy policies and protocols to ensure client privacy.
- BHDS acknowledges that it may encounter confidential information about clients during the course of using Empower Lancaster. It agrees to abide by all applicable federal and state law governing the protection of such confidential information, including, but not limited to, the Health Information Portability and Accountability Act (“HIPAA”).
- BHDS will use encrypted email if transferring identifiable client data through BHDS email servers. BHDS personnel shall not be permitted to transmit any client data through personal email accounts. BHDS may de-identify client data before transfer in lieu of encryption.
- BHDS agrees to submit its internal confidentiality procedures as referenced in the HMIS Policies and Procedures to the O4C HMIS Steering Committee for an annual review.
- BHDS shall indemnify, defend, and hold O4C harmless from any claim, damage, liability, cost, fee, or demand suffered or incurred by O4C directly or indirectly arising from a breach of this MOU; the unauthorized release of client information; or the actions, omissions, willful misconduct, or negligence of BHDS or any BHDS personnel.
- O4C shall indemnify, defend, and hold BHDS harmless from any claim, damage, liability, cost, fee, or demand suffered or incurred by BHDS directly or indirectly arising from a breach of this MOU; the unauthorized release of client information; or the actions, omissions, willful misconduct, or negligence of O4C or any O4C personnel.
- This MOU shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

The signing of this Memorandum of Understanding certifies concurrence with the terms and conditions agreed upon by both parties hereto; no other agreement, oral or otherwise shall be deemed to exist or be binding.

Tania L. Maser, Executive Director

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BHDS Representative Name and Title:



4/14/23

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Signature of BHDS Representative:

Date

Deb Jones – Director, Office for the Lancaster County Homelessness Coalition

  
Signature

4/13/26

Date

**Lancaster County Board of Commissioners' Signatures:**

**Attest: Lawrence George, Chief Clerk**

**HMIS End User Policy and Code of Ethics**

HMIS User Name (Please Print) \_\_\_\_\_

Title \_\_\_\_\_

Email Address \_\_\_\_\_

User Role to be Assigned \_\_\_\_\_

**USER POLICY**

Partner Agencies who use Office for the Lancaster County Homelessness Coalition (O4C) - Homeless Management Information System (HMIS) and each User within any Partner BHDS are bound by various restrictions regarding Protected Personal Information ("PPI").

The employee, contractor, or volunteer whose name appears above is the User.

It is a Client's decision about what level of PPI information is to be shared with any Partner Agencies.

The Client Consent Form for data sharing shall be signed, or documented verbal consent given, by the Client before any PPI is designated for sharing with any Partner Agencies. The User shall ensure that prior to obtaining Client's consent, the BHDS's HMIS Notice of Privacy Practices was fully reviewed with Client in a manner that ensures that the Client fully understood the information.

**USER PRINCIPLES**

A User ID and Password gives you access to the Office for the Lancaster County Homelessness Coalition HMIS system. You must initial each item below to indicate your understanding and acceptance of the proper use of your ID and password. Failure to uphold the confidentiality standards set forth below is grounds for your immediate termination from HMIS.

\_\_\_\_\_ I understand that I have an obligation to maintain Client privacy and to protect and safeguard the confidentiality of the Client's PPI.

\_\_\_\_\_ PPI shall include, but not be limited to, the Client's name, address, telephone number, social security number, type of medical care provided, medical condition or diagnosis, veteran status, employment information, and any and all other information and data relating to the Client's programming in HMIS.

\_\_\_\_\_ My User ID and Password are for my use only and must not be shared with anyone, including my supervisor(s). I must take all reasonable means to keep my Password physically secure.

\_\_\_\_\_ I understand that the only individuals who can view information in the HMIS are authorized users who need the information for legitimate business purposes of this BHDS and the Clients to whom the information pertains.

\_\_\_\_\_ I may only view, obtain, disclose, or use information within the HMIS that is necessary to perform my job.

\_\_\_\_\_ If I am logged into the HMIS and must leave the work area where the computer is located, I must secure the computer before leaving the work area.

\_\_\_\_\_ Any hard copies of PPI printed from the HMIS must be kept in a secure file, and destroyed when no longer needed, in accordance with BHDS's records retention policy. I will not leave hard copies of PPI in public view including, but not limited to, on desks, or on a photocopier, printer, or fax machine.

\_\_\_\_\_ I will not discuss PPI with anyone in a public area.

\_\_\_\_\_ I have reviewed the BHDS's HMIS Notice of Privacy Practices and the HMIS Standard Operating Procedures, understand each of those documents, and agree to abide by them. If I notice or suspect a security breach, I must immediately notify the Executive Director of the BHDS and the HMIS System Administrator at the Office for the Lancaster County Homelessness Coalition.

## HMIS END USER POLICY

Protected Personal Information (PPI) is information about a client: (1) whose identity is apparent from the information or can reasonably be ascertained from the information; or (2) whose identity can be learned, taking into account any methods reasonably likely to be used, by linking the information with other available information or by otherwise manipulating the information.

I understand that any violation of this Agreement may also be considered a violation of my employment relationship with this BHDS, and could result in disciplinary action, up to and including, termination of my employment or affiliation with this BHDS, as well as potential personal civil and criminal legal fines and penalties.

## USER CODE OF ETHICS

- A. Users must be prepared to answer Client questions regarding the HMIS.
- B. Users must respect Client preferences with regard to the sharing of PPI within the HMIS. Users must accurately record Client's preferences by making the proper designations as to sharing of PPI and/or any restrictions on the sharing of PPI.

- C. Users must allow Client to change his or her information sharing preferences at the Client's request (i.e., to revoke consent) (except if that policy is over-ridden by BHDS policy or if the information is required to be shared as a condition of a provider agreement).
- D. The User has primary responsibility for information entered by the User. Information Users enter must be truthful, accurate and complete to the best of User's knowledge.
- E. Users will not solicit from or enter information about Clients into the HMIS unless the information is required for a legitimate business purpose such as to provide services to the Client.
- F. Users will not include profanity or offensive language in the HMIS; nor will Users use the HMIS database for any violation of any law, to defraud any entity or conduct any illegal activity.

**PASSWORD PROCEDURES**

By signing this Agreement, the User agrees to the following:

Passwords are the User’s responsibility, and the User may not share passwords. They should be securely stored and inaccessible to other persons—including your supervisor(s). Passwords should never be stored or displayed in any publicly accessible location.

I understand and agree to comply with the above User Policy, User Principles, User Responsibilities, and Password Procedures.

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HMIS User Signature Date

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Supervisor Signature (authorizing User use of HMIS) Date

## **Appendix D: Public Services Monitoring (All Funding Sources)**

The staff of the Authority reserves the right to conduct annual compliance monitoring of Lancaster County Behavioral Health and Developmental Service (the Grantee) to ensure that the Grantee is complying with program and contract requirements. Monitoring may include but is not limited to systems coordination, recordkeeping, Homeless Management Information System (HMIS), supportive services, limitation on use of funds, termination of assistance, other program specific requirements, administrative costs and financial management, other federal requirements.

### **A. Monitoring and Compliance**

The Grantee shall cooperate fully with the Authority and any authorized representatives of the U.S. Department of Housing and Urban Development (HUD), or other funding agencies in all monitoring and evaluation activities undertaken pursuant to this Agreement to ensure compliance with applicable program requirements.

### **B. Access to Records**

The Grantee agrees to maintain and make available to the Authority or its designee, upon request, all program records, financial documents, client data, and other relevant materials necessary for monitoring and evaluation. These records shall be maintained for a minimum of five (5) years after the completion of the project or as otherwise required by federal or state law.

### **C. Monitoring Visits**

The Authority reserves the right to conduct periodic monitoring of the Grantee operations, including programmatic, financial, and administrative aspects. The Grantee must make itself available within thirty (30) days of receiving notification from the Authority that a visit is to be scheduled. Monitoring shall assess the Grantee's compliance with program requirements, performance goals, eligibility standards, financial management, and other obligations under this Agreement.

### **D. Corrective Actions**

If monitoring identifies any areas of noncompliance or deficiencies, the Grantee shall be notified in writing and provided with a reasonable time frame to respond and implement corrective actions. Failure to resolve findings may result in suspension of payments, repayment of disallowed costs, or termination of this Agreement.

### **E. Program Requirements**

The Grantee shall adhere to all applicable federal, state, and local laws, regulations, and policies governing the use of funds provided under this Agreement, including but not limited to:

1. 2 CFR Part 200 (Uniform Administrative Requirements)
2. Applicable HUD program regulations (e.g., 24 CFR Part 570 for CDBG, 24 CFR Part 576 for ESG, etc.)
3. Other statutory or regulatory requirements identified by the Authority
4. Performance Reporting

The Grantee shall submit timely, accurate performance and financial reports as required by the Authority. Reports shall include, but are not limited to, client demographic data, units of service delivered, outcome measures, expenditures, and other metrics as defined in the Scope of Work, See Appendix A.

### **F. Audit and Financial Review**

The Grantee shall comply with all applicable audit requirements, including submission of annual audits or financial statements in accordance with 2 CFR Part 200 Subpart F (if applicable). The Authority may also require additional financial documentation as part of its oversight responsibilities.

### **G. Confidentiality and Data Security**

The Grantee will ensure all client records and sensitive information shall be maintained in a secure and confidential manner. The Grantee shall comply with all applicable laws and policies governing the protection of personally identifiable information.

## **Appendix E Specific Requirements of the Funder**

This Appendix outlines the requirements governing the use, reporting, and administration of funds under this Agreement, including income targeting standards, performance and reporting expectations, and compliance with applicable non-discrimination and conflict of interest requirements.

### **A. Prioritizing Lower-Income Households**

Grantee will allocate a minimum of thirty percent (30%) of the grant to assist households below fifty percent (50%) of the median area income for Lancaster County based on the household income on the date assistance is provided to the household. Grantee shall ensure the documentation is uploaded to Empower Lancaster.

Grantee will not use any portion of the Grant to benefit households whose income is greater than two hundred percent (200%) of the median area income of Lancaster County.

### **B. Reporting Requirements**

Within thirty (30) calendar days from the end of each semiannual period, Grantee shall deliver to LCHRA a report containing a final report with an itemized list of Grant expenditures. At a minimum, this reporting information will include household/client income data, amount expended per household or housing unit, geographic and demographic distribution of funds and list of third-party vendors.

In accordance with the Request for Proposal, all grantees, administered locally by LCHRA, are required to complete monitoring and reporting on the outcomes outlined below and included in Appendix A – Scope of Work. The O4C will utilize program data reported to the CoC via Empower Lancaster to fulfil any non-administrative reporting requirements.

- Amount of PHARE funds expended.
- Number of households served/impacted.
- Number of households assisted with incomes below 50% of area median income.
- Amount and percentage of funds used to benefit households below 50% of area median income.
- Household size (of each individual households assisted).
- Household income (tracked for each individual households assisted).
- Amount of funding used to assist each individual household.
- Impact of funds used to address barriers to fair housing for marginalized communities.
- Number of veteran households assisted.

- Number of households assisted including a person with a disability.
- Number of Hispanic/Latino households assisted.
- Number of elderly (62+) households.
- Racial demographics of households assisted.

### **C. Non-Discrimination/Sexual Harassment Obligations**

The Grantee shall not:

- a. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this Agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (“PHRA”) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- c. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this Agreement or any subgrant agreement, contract or subcontract.
- d. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this Agreement relates.
- e. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts’ enforcement and shall comply with any provision of law establishing organizations as employees’ exclusive representatives.

### **D. Conflict of Interest**

Grantee, their subcontractors, and assignees, on behalf of employees and/or agents, covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of their activities hereunder. Grantee, their subcontractors, and assignees further covenant that in the performance of this Contract they will not knowingly employ any person having such interest.

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Planning Department, to approve the following:

**Amended Agreement With:** Federal Highway Administration (FHWA)  
Washington, D.C.  
and  
Metropolitan Planning Organization (MPO)

**Purpose:** To sign off on the amendment to close out the 2023 Safe Streets and Roads for All grant agreement between the FHWA and the Lancaster County Metropolitan Planning Organization (MPO) and to de-obligate federal funding in the amount of \$8,442.20.

**Amount:** \$241,558.80.

**Funding:** Federal Highway Administration.

4/29/26

AMENDMENT TO THE GRANT AGREEMENT

- 1. **Federal Award No.**  
693JJ32340516  
Amendment No. 0001
- 2. **Effective Date**  
See No. 16 Below
- 3. **Assistance Listings No.**  
20.939
- 4. **Award To**  
Lancaster County Metropolitan Planning Organization  
150 North Queen Street, Suite 320  
Lancaster, PA 17603  
  
Unique Entity Id.: Q42ZKMTD1HH6  
TIN No.: 23-6003055
- 5. **Sponsoring Office**  
U.S. Department of Transportation  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue, SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590
- 6. **Period of Performance**  
09/07/2023 – See No. 16 Below
- 7. **Total Amount**

Federal Share:	\$ 191,557.80
Recipient Share:	\$ 50,000.00
Other Federal Funds:	\$ 0
Other Funds:	\$ 0
Total:	\$ 241,558.80
- 8. **Type of Agreement**  
Grant
- 9. **Authority**  
Section 24112 of the Infrastructure Investment and Jobs Act  
(Pub. L. 117–58, November 15, 2021)
- 10. **Procurement Request No.**  
HSA260169CL
- 11. **Federal Funds Obligated**  
\$191,557.80
- 12. **Submit Payment Requests To**  
See Article 5.
- 13. **Accounting and Appropriations Data**  
15X0173E50.0000.055SR10500.5592000000.41010.61006600  
-\$8,442.20

14. **Description of the Amendment:**

The purpose of this amendment is to close out the Grant Agreement, and to de-obligate funding in the amount of \$8,442.20. As a result of this amendment, the total value of this agreement is revised to reflect the amount in item No. 7 above.

The Recipient hereby provides a Release of Claims and agrees to release and discharge the Government from any and all further obligations under this Grant Agreement. The Recipient and the Government represent and warrant that the Recipient has completed all performance obligations required under this grant: including, but not limited to providing the Government with all required deliverables, reports, and/or any other information that may have been required. The Recipient acknowledges and agrees that it has received Federal funds in the amount of \$191,557.80 for completing this Grant. This Amendment constitutes the entire agreement between the parties with respect to the closeout of this Grant Agreement. The Grant Agreement is now closed.

**RECIPIENT**

**FEDERAL HIGHWAY ADMINISTRATION**

**15. Signature of Person Authorized to Sign**

**16. Signature of Agreement Officer**

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Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name: Ray D'Agostino  
Title: Chairman, Lancaster County Board of  
Commissioners

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Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name: Travis Wheeler  
Title: Agreement Officer

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of General Services, to authorize the following actions so the Conestoga River Club can move forward with plans to construct a paddle craft launch site in the area known as Reigart's Landing near the Strawberry Street Bridge in Lancaster County Central Park:

- To approve a Grant Application submittal for \$60,000.00 with the Department of Conservation and Natural Resources (DCNR) Park Rehabilitation and Development grant.
- To enter into a Memorandum of Understanding (MOU) with the Conestoga River Club for the design, installation and indefinite maintenance of the paddle craft launch site in Lancaster County Central Park.
- To enter into a Grant Management Agreement with the Conestoga River Club to allow them the ability to manage the DCNR grant.

4/29/26



DCNR-C2P2

**Applicant Information (\* indicates required information)**

Applicant/Grantee Legal Name: **LANCASTER COUNTY COMMISSIONERS**

Web Application ID: **2012755**

Project Title: **Reigart's Landing**

**LANCASTER COUNTY COMMISSIONERS** ("Applicant") desires to undertake the project, "**Reigart's Landing**" ("Project Title"); and

"**Reigart's Landing**" ("Project Title"); and seeks to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project. The application package includes a document entitled "Terms and Conditions of Grant" and the applicant affirms that it understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

**The applicant's governing body now resolves and confirms that:**

1. The grant application may be electronically signed on behalf of the applicant by "**Lawrence George**" who, at the time of signing, has a **TITLE** of "**Chief Clerk/County Administrator**" and the email address of "**GeorgeL@lanastercountypa.gov**" ("Authorized Official").
2. If this Authorized Official signed the Grant Application Electronic Authorization prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. Any resultant Grant Agreement, if awarded to the applicant, and any related amendment to the Grant Agreement may be signed on behalf of the grantee by the Authorized Official who, at the time of signing of the amendment, has the "TITLE" specified in paragraph 1 and the grantee will be bound by the terms of the applicable Grant Agreement or amendment.

I hereby certify that this Resolution was adopted by the

\_\_\_\_\_ (identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of this applicant, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

\_\_\_\_\_ (signature of the governing body - cannot be the person with the same title as specified in paragraph 1)

\_\_\_\_\_ (printed name)

\_\_\_\_\_ (title)

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CONESTOGA RIVER CLUB AND THE COUNTY OF LANCASTER FOR THE CONSTRUCTION AND ONGOING MAINTENANCE OF A PADDLE CRAFT LAUNCH AT REIGART'S LANDING**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter, "MOU"), effective the \_\_\_ day of \_\_\_\_\_, 2026 (hereinafter, the "Effective Date") by and between the Conestoga River Club, with a principal address of P.O. Box 105, Pequea, Pennsylvania, 17565 (hereinafter, the "Club") and the County of Lancaster, by and through the Lancaster County Department of General Services, with a principal address of 150 North Queen Street, Lancaster, Pennsylvania 17603 (hereinafter, "the County"), as follows:

**WHEREAS**, the County is the owner and land manager of the Lancaster County Central Park which includes a waterfront area referred to as Reigart's Landing (hereinafter, the "Landing"), located at 1039 Rockford Road, in Lancaster County, Pennsylvania; and

**WHEREAS**, the Club is a non-profit organization that uses the Conestoga River for boating and other activities; and

**WHEREAS**, the Club advocates for the continued expansion of the Conestoga River Trail and actively maintains the Conestoga River Trail; and

**WHEREAS**, the Club has sought grant funding to provide for the construction of a paddle craft launch at Reigart's Landing located within the Lancaster County Park (hereinafter, the "Site"); and

**WHEREAS**, the Club wishes to partner with the County to locate and construct a paddle craft launch at the Site;

**NOW THEREFORE**, in consideration of the mutual agreements and covenants herein, it is agreed as follows:

1. TERM.

- a. The term of this MOU shall be one (1) year, beginning on the Effective Date, and shall automatically renew for successive one (1) year terms on the anniversary of the Effective Date, unless terminated in accordance with Section 7.

2. ACCESS; PLACEMENT AND MAINTENANCE.

- a. The Club shall be solely responsible for the cost of the construction of the launch, including all required review and permitting costs. Copies of said permits and approvals shall be provided to the County.
- b. The Club shall submit all construction plans, and any revisions thereto, to the County for review and approval.

- c. The County agrees to provide Club staff and contractors access to the Site for the purpose of the engineering, permitting, and construction of the paddle craft launch.
- d. The specific placement of the launch at the Site will be as mutually agreed upon by the Club and the County. Construction of the launch will be coordinated with the County through the Department of General Services.
- e. The Club is responsible for all costs related to the launch site maintenance or repairs including removal/mitigation of hazardous river-borne storm and flood debris, repair of river-borne damage to the launch pad, and maintenance of any ancillary facilities (kiosk or signage). The County will mow weekly around the launch and pick up trash debris. When the removal of debris will require the use of power tools and/or equipment run by trained specialists, the Parties will agree upon in writing how to proceed.
- f. The Club agrees to abide by all local municipalities and Park rules, regulations, ordinances, and laws.
- g. The Club acknowledges that the Park is only open from sunrise to sunset and such notice shall be clearly displayed at the launch site.
- h. The Club acknowledges that this area may be closed to the public for special events that are held within the Park. Notice of such closings may be communicated to the Club and the public when applicable and/or possible.
- i. Club events organized in, starting at, or ending at the paddle craft launch site shall abide by the County Park special event process to avoid scheduling conflicts with other special events.
- j. The County agrees to review and not unreasonably withhold support of the Club's application efforts for third-party funding opportunities for the construction, engineering, permitting, or catastrophic repairs.
- k. The County agrees to review all plans in a timely manner.

3. COSTS; LIABILITY INSURANCE.

- a. The Club shall be solely responsible for all costs associated with the permitting and construction of the launch pad, and the County shall have no financial liability or obligations thereto.

- b. The Club shall ensure that all contractors engaged by the Club for the construction of the launch pad name the County as an additional insured.
- c. The County agrees to maintain liability insurance coverage for the launch pad. However, the County shall incur no additional costs relative to the launch pad.

4. INDEMNIFICATION.

- a. The Club, its officers, employees, representatives, contractors, and agents shall indemnify, defend, and hold harmless the County and its Commissioners, officers, employees, representatives, and agents of and from any and all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties and losses, of any nature, including but not limited to reasonable attorney's fees and costs, in any way arising from or related to the County's performance of this MOU, including but not limited to the negligence, 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 this MOU, by its officers, employees, representatives, contractors, and agents.
- b. The County and its Commissioners, its officers, employees, representatives, contractors, and agents shall indemnify, defend, and hold harmless the Club, its officers, employees, representatives, and agents of and from any and all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties and losses, of any nature, including but not limited to reasonable attorney's fees and costs, in any way arising from or related to the Club's performance of this MOU, including but not limited to the negligence, 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 this MOU, by its officers, employees, representatives, contractors, and agents.

5. NO THIRD-PARTY BENEFICIARIES. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU, their officers, employees, representatives, and agents, and shall inure solely to the benefit of the parties to this MOU.

6. NOTICES. Any notice required to be given pursuant to this MOU shall be in writing, addressed to each party at the addresses noted below:

If to the County:                      Robert Devonshire, Director

Lancaster County Department of General Services  
150 N. Queen Street  
Lancaster, PA 17603

If to the Club: Executive Director  
c/o Conestoga River Club  
P.O. Box 105  
Pequea, PA 17565

7. TERMINATION OF MOU; EFFECT.

- a. Either party shall have the right to terminate this MOU at any time and for any reason in its sole discretion; however, the terminating party will provide as much advance notice of said termination to the non-terminating party as possible under the circumstances.

8. JURISDICTION. This MOU 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 Federal Court for the Eastern District of Pennsylvania.

9. MISCELLANEOUS.

- a. Entire Agreement. This MOU constitutes the entire agreement of the parties and there are no other understandings, oral or written, relating to the subject matter thereof.
- b. Severability. Should any part of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.
- c. Amendments. Either party may request changes to this MOU. Any changes, revisions, modifications, revisions, or amendments that are agreed upon by and between the parties shall be incorporated by written instrument, and effective when executed and signed by the parties hereto.
- d. Right to Know Law. This MOU shall not be confidential insofar as the County is a public agency subject to Pennsylvania's Right to Know Law.
- e. Sovereign Immunity. The County does not waive their sovereign immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring because of this MOU.

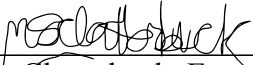
**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized representatives, have executed this Memorandum of Understanding on the dates set forth below, and certify that they have read, understood, and agreed to the terms and conditions as set forth herein.

COUNTY OF LANCASTER

CONESTOGA RIVER CLUB

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Lawrence George, Chief Clerk



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Malinda Clatterbuck, Executive Director

## AGREEMENT TO PROVIDE GRANT ADMINISTRATION SERVICES

THIS AGREEMENT, made and entered into this \_\_\_<sup>th</sup> day of April 2026, by and between 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 Conestoga River Club, a non-profit organization with a principal address of P.O. Box 105, Pequea, Pennsylvania, 17565 (hereinafter, “CRC”).

WHEREAS, the County has applied for grant funds through the Commonwealth of Pennsylvania Department of Conservation and Natural Resources (DCNR), to establish a paddle craft launch site inside the Lancaster County Central Park, and should DCNR funds be awarded, the County would ultimately be responsible for administering the respective program funds as outlined in the formal application for funds; and

WHEREAS, both parties to this Agreement agree that it is proper, appropriate, convenient and necessary to use the services of the CRC to provide administration services including the design, build, and maintenance of a paddle craft launch site, as well as DCNR fund administration, necessary to successfully complete the project; and

WHEREAS, it is appropriate to clarify the roles and responsibilities of all parties to this Agreement;

NOW, THEREFORE, BE IT RESOLVED THAT COUNTY AND THE CRC AGREE AS FOLLOWS:


1. CRC shall administrate, operate and manage all grant expenditures and program activities in full compliance with all applicable Federal, state and local laws and regulations and as set forth in the Contract between the Commonwealth of Pennsylvania, acting through the Department of Conservation and Natural Resources, and the COUNTY, the provisions of which are incorporated herein by reference, as outlined in the formal application for funds presented to DCNR.
2. CRC shall provide or perform all design, planning, administration; legal, accounting, engineering, purchasing of materials, consulting and monitoring services as may be required and as may be necessary and incidental to all the fulfillment of all program activities.
3. COUNTY shall provide personnel to review all CRC documentation, and maintain such documentation.
4. COUNTY hereby formally delegates to CRC the responsibility to administer the DCNR project grant.
5. Funds shall only derive from those specifically included in the DCNR grant or from the other grants already secured by CRC. The County is not responsible for providing additional funds for this project.

6. CRC certifies that its financial management system is in accordance with professional standards and shall maintain the following project information in a file at the office of CRC: the formal application for funds; copies of all contracts awarded including those for the purchase of materials and the construction of the scheduled site improvements; and copies of relevant correspondence and other information (including canceled checks, invoices, receipts or other similar documentation) regarding the administration and operation of the DCNR grant. CRC shall also fulfill any application changes, details related to scope of work or project plan and quarterly progress reports as requested by DCNR and shall abide by records retention and audit requirements of the DCNR grant.
7. In carrying out the program, CRC shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, handicap, ancestry, national origin, age, gender, or sex. CRC shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, handicap, ancestry, national origin, age, gender, or sex. Such action shall include, but not be limited to, the following: advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CRC shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of these nondiscrimination clauses. In advertisement for employment, CRC shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, handicap, ancestry, national origin, age, gender, or sex. CRC shall incorporate the foregoing requirements of this paragraph in all of its contracts for program work and will require all its contractors for such work to incorporate such requirements in all subcontracts for program work.
8. Upon completion of activities, CRC shall certify to County and any other party that to the best of its knowledge, information and belief and on the basis of its work, observations and inspections, work has been completed in accordance with the terms and conditions of the DCNR grant program and this Agreement.
9. The term of this Agreement shall be from the date of its adoption by the Board of Commissioners and terminate upon the successful completion of the project, including the fulfillment of any grant requirements, and use of DCNR funds.
10. If through any cause, CRC shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or CRC shall violate any of the covenants, agreements, or stipulations of this Agreement, County shall thereupon have the right to terminate this Agreement by giving written notice to CRC of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

**IN WITNESS WHEREOF**, the Parties have caused this Grant Administration Services Agreement to be executed by their duly authorized officers on the date first above written.

ATTEST:

CONESTOGA RIVER CLUB

  
\_\_\_\_\_

\_\_\_\_\_

Malinda Clatterbuck, Exec Director

ATTEST:  
PENNSYLVANIA

COUNTY OF LANCASTER,  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Lawrence M. George, Chief Clerk

\_\_\_\_\_  
Ray D'Agostino, Chairman

\_\_\_\_\_  
Joshua G. Parsons, Vice-Chairman

\_\_\_\_\_  
Alice Yoder, Commissioner

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of General Services, to approve the following:

**Memorandum of Understanding With:**

WellSpan Health  
York, PA

**Purpose:**

To allow WellSpan Health, who is partnering with the Library System of Lancaster County, to conduct the GO Lancaster 2026 program, an outdoor scavenger hunt utilizing Lancaster County Central Park and Lancaster County Junction Trail.

**Amount/Term:**

There is no cost to the County. The program is scheduled to run from June 1, 2026 through September 1, 2026. The MOU will become effective upon signing.

**Note:**

Authorization is given to Lawrence M. George, County Administrator/Chief Clerk, to sign the MOU.

4/29/26

**MEMORANDUM OF UNDERSTANDING BETWEEN WELLSPAN HEALTH AND THE COUNTY OF LANCASTER  
FOR THE PLACEMENT OF A RUBBING POST IN THE LANCASTER COUNTY CENTRAL PARK  
AND ALONG THE LANCASTER JUNCTION RAIL TRAIL**

**THIS MEMORANDUM OF UNDERSTANDING**, (hereinafter "MOU"), effective as of the date of the last signature below (hereinafter "Effective Date"), by and between WellSpan Health, with a principal address of 45 Monument Road, Suite 200, York, PA 17403 (hereinafter "WellSpan") and the County of Lancaster, by and through the Lancaster County Department of General Services, with a principal address of 150 North Queen Street, Lancaster, Pennsylvania 17603 (hereinafter, "the County"), as follows:

**WHEREAS**, the County is the owner and land manager of the Lancaster County Central Park; and

**WHEREAS**, the County is the land manager of the Lancaster Junction Rail Trail; and

**WHEREAS**, WellSpan has partnered with the Library System of Lancaster County to conduct the GO Lancaster 2026 program (hereinafter, "the Program"), with the goal of encouraging County residents to explore the outdoors by using community, local, and state hiking trails; and

**WHEREAS**, the Program is scheduled to run from June 1, 2026 through September 1, 2026; and

**WHEREAS**, as part of the Program, WellSpan would like to place one (1) 4" x 4" x 4' high wood rubbing post in the Lancaster County Central Park and along the Lancaster Junction Rail Trail (hereinafter, the "Sites");

**NOW THEREFORE**, in consideration of the mutual agreements and covenants herein, it is agreed as follows:

1. TERM.

- a. The term of this MOU shall be from the Effective Date through September 1, 2026, unless terminated in accordance with Section 7.

2. ACCESS: PLACEMENT AND MAINTENANCE.

- a. The County agrees to provide WellSpan staff and contractors access to the Sites for the purpose of placement, maintenance, replacement, and removal of the posts.
- b. The specific placement of the posts at the Sites will be as mutually agreed upon by WellSpan and the County. Placement of the posts will be coordinated by the County through the Department of General Services.
- c. Each post will be attached to a tree using steel banding that will encircle the tree and be screwed into the sides of the post. Nothing shall be drilled into the tree, nor shall any digging be done to install the posts.
- d. Neither the posts, nor any signage attached thereto, will contain the WellSpan name or

logo. Any signage to be placed on the posts must be approved in advance by the County through the Department of General Services.

- e. WellSpan agrees to maintain the posts and to incur all costs associated with placement, maintenance, replacement, and removal due to any cause, including but not limited to vandalism, accidental damage, or damages incurred by natural forces. The County agrees to notify WellSpan in a timely manner if it becomes aware of any vandalism or damage to the posts.
- f. WellSpan will install the posts not sooner than May 29, 2026, and will remove them not later than September 1, 2026.
- g. Upon removal of the posts, WellSpan will ensure that the surrounding ground has been restored to its pre-existing condition, excepting normal wear and tear.

3. COSTS: LIABILITY INSURANCE

- a. WellSpan shall be solely responsible for all costs associated with posts, and the County shall have no financial liability or obligations thereto.

4. INDEMNIFICATION.

- a. WellSpan, its officers, employees, representatives, contractors, and agents shall indemnify, defend, and hold harmless the County and its Commissioners, officers, employees, representatives, and agents of and from any and all claims demands, costs, expenses, damages, liabilities, judgments, fines, penalties and losses, of any nature arising from or related to the County's performance of this MOU, including but not limited to the negligence, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provisions, including the terms and conditions, of this MOU, by WellSpan's officers, employees, representatives, contractors, and agents.
- b. The County, its officers, employees, representatives, contractors, and agents shall indemnify, defend, and hold harmless WellSpan, and its officers, employees, representatives, and agents of and from any and all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties and losses, of any nature, arising from or related to negligence, 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 this MOU, by the County's officers, employees, representatives, contractors, and agents.

5. NO THIRD-PARTY BENEFICIARIES.

- a. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the

parties to this MOU, their officers, employees, representatives, and agents, and shall inure solely to the benefit of the parties to this MOU.

6. NOTICES.

- a. Any notice required to be given pursuant to this MOU shall be in writing, addressed to each party at the addresses noted below:

If to the County:           Carmen Simone, Deputy Director  
Lancaster County Department of General Services  
1050 Rockford Road  
Lancaster, PA 17602

If to  
WellSpan:                 Sandy Gladfelter  
WellSpan Health  
540 S. George St.  
York, PA 17401

With copy to:

Officer of General Counsel  
WellSpan Health  
1001 South George Street  
York, PA 17403

7. TERMINATION OF MOU: EFFECT.

- a. Either party shall have the right to terminate this MOU at anytime and for any reason in its sole discretion; however, the terminating party will provide as much advance notice of said termination to the non-terminating party as possible under the circumstances.
- b. Upon termination of the MOU, WellSpan will be solely responsible for the removal of the posts from the Site within ten (10) business days of said termination.

8. JURISDICTION.

- a. This MOU 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 Federal Court for the Eastern District of Pennsylvania.

9. MISCELLANEOUS.

- a. Entire Agreement. This MOU constitutes the entire agreement of the parties and there are no other understandings, oral or written, relating to the subject matter thereof.

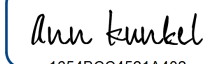
- b. Severability. Should any part of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.
- c. Amendments. Either party may request changes to this MOU. Any changes, revisions, modifications, or amendments that are agreed upon by and between the parties shall be incorporated by written instrument, and effective when executed and signed by the parties hereto.
- d. Right to Know Law. This MOU shall not be confidential insofar as the County is a public agency subject to Pennsylvania's Right to Know Law.
- e. Sovereign Immunity. The County does not waive its sovereign immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring because of this MOU.

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized representatives, have executed this Memorandum of Understanding on the dates set forth below, and certify that they have read, understood, and agreed to the terms and conditions as set forth herein.

COUNTY OF LANCASTER,  
PENNSYLVANIA

WELLSPAN HEALTH

\_\_\_\_\_  
Lawrence George  
Chief Clerk/County Administrator

DocuSigned by:  
  
\_\_\_\_\_  
1654BCC4521A402...  
Ann Kunkel  
Vice President, Community Health,  
Home Care, and Hospice

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Purchasing Department, to approve the following:

**Change Order With:**

Pension Technology Group  
Billerica, MA

**Purpose:**

To request approval for the use of ERP contingency funds for a change order associated with the PensionPro System implemented during the Workday deployment.

**Amount:**

\$4,000.00.

**Funding:**

ARPA funding approved through Resolution No. 89 of 2023.

Original Contingency Fund: \$1,553,880.00

Contingency Funds Approved to date:

\$1,451,859.92

Contingency Fund Balance: \$102,020.08

4/29/26



## **Statement of Work**

This Statement of Work (“SOW”) with effective date of April 3, 2026 (“Effective Date”) is made effective by and between **Pension Technology Group LLC**, a Delaware limited liability company with offices located at PO Box 421, Billerica, MA 01821 (“PTG”) and **Lancaster County Employees Retirement System** with offices located at 150 North Queen Street, Suite 710, Lancaster, PA 17603 (“**Customer**”). Customer and PTG may be referred to herein, individually, as a “party” or, collectively, as the “parties.”

WHEREAS, the Parties previously executed a Software as a Services Agreement (the “Agreement”) dated November 3, 2023.

WHEREAS, the Customer desires for PTG to perform the work detailed in the Description of Work section and Customer will pay the amount detailed in the Fees section.

WHEREAS, this SOW will be governed by the Agreement. Capitalized terms not defined in this SOW shall have the meaning defined in the Agreement.

Customer requests to enhance the PensionPro system to import beneficiary information.

### **Description of Work**

PTG shall design, develop, test, and deploy an enhancement to the PensionPro system to support the automated import of beneficiary data for eligible members. The enhancement shall deliver the following capabilities:

**Beneficiary Data Import** The system shall provide the ability to receive and process a beneficiary data file on an ad hoc basis. Upon a successful import, existing beneficiary records for applicable members shall be replaced with the data contained in the incoming file, ensuring beneficiary information remains current and consistent with the HR system. The import shall apply only to members under active or non-retired statuses. PensionPro shall remain the system of record for retirees and all payees in pay status; beneficiary updates for these individuals shall continue to be managed manually within PensionPro.

**File and Data Validation** The system shall validate the incoming file and its contents prior to processing. Records that fail validation shall be rejected and excluded from the import without impacting valid records.

**File Specifications** The import file shall be provided in CSV format on an ad hoc basis, typically aligned with the Active Payroll file schedule. The file shall contain the beneficiary data fields as specified and agreed upon by the parties, including member identification, beneficiary demographics, relationship, contact information, and benefit allocation details.

**Import Summary Reporting** Upon completion of each import, the system shall produce a batch summary log capturing the total number of beneficiary records deleted, received, successfully imported, and rejected, providing administrators with a clear audit trail of each import event.

Customer shall provide the necessary input, test file(s), and conduct testing of the import process once made available in the test environment.



Any additional changes to the system or data not explicitly described in this Statement of Work, including related testing, are outside the scope of this engagement. Such additional changes will require a separate Statement of Work.

**Proposed Delivery Schedule**

This functionality will be made available for Customer testing within four (4) weeks from the execution of this SOW. Customer will test and confirm the functionality in accordance with this SOW within one (1) week from when it is made available for testing, upon which PTG will deploy the enhancement to the production environment.

**Fees**

Customer will pay the following:

A one-time implementation fee ("Implementation Fee") of **\$4,000**, invoiced upon execution of this SOW.

As an investment in the foundation of our partnership, PTG is waiving an increase of \$1,000 in the post implementation software Subscription Fees for this SOW.

PTG will begin implementation work upon execution of this SOW.

In WITNESS WHEREOF, the Parties have caused this SOW to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the SOW Effective Date duly authorized by all necessary and appropriate corporate action to execute this SOW.

**PTG**


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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer**

By: 

Name: Christopher Lodge

Title: President & COO

Date: 4/20/26