

**APPROVED**

First Reading: 06/27/12

Passed 9-0: 07/11/12

**COUNTY OF LEHIGH, PENNSYLVANIA  
COMMISSIONERS BILL 2012-21  
SPONSORED BY COMMISSIONERS SCHELLER, CREIGHTON &  
DOUGHERTY  
REQUESTED DATE: JUNE 20, 2012  
ORDINANCE NO. 2012-120**

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**APPROVING A LEASE AGREEMENT WITH CARBON LEHIGH  
INTERMEDIATE UNIT 21**

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**WHEREAS**, in Resolution No.: 2012-38, the Board of Commissioner's authorized the County to negotiate a lease agreement with Carbon Lehigh Intermediate Unit 21 for premises consisting of approximately 1,100 square feet at 640 Hamilton Street, Suite 302, Allentown, Pennsylvania, Lehigh County; and

**WHEREAS**, the Carbon Lehigh Intermediate Unit 21 desires to lease, for a nominal amount, Suite 302 in the building for use relating to a classroom and/or office space in the proposed collaboration with the County of Lehigh and the Division of Vocational Rehabilitation Services regarding the High School Project SEARCH transition program for students with developmental disabilities; and

**WHEREAS**, a copy of the proposed Lease Agreement is attached hereto as Exhibit "A"; and

**WHEREAS**, Section 811(G) of the Administrative Code requires that all lease agreements for County property shall be subject to approval through the Ordinance process.

**NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED BY  
THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH,  
PENNSYLVANIA, THAT:**

1. The foregoing Whereas clauses are incorporated herein as if set forth in their entirety.
2. The proposed Lease agreement between Carbon Lehigh Intermediate Unit 21 and the County of Lehigh, attached hereto as Exhibit "A", is hereby approved.
3. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to carry out the purpose of this Ordinance.
4. The County Executive shall distribute copies of this Ordinance to the proper offices and other personnel of Lehigh County whose further action is required to achieve the purpose of this Ordinance.
5. Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as the same affects this Ordinance.
6. This Ordinance shall become effective in ten (10) days after enactment.

**ADOPTED** this 11th day of July, 2012, by the following vote:

**Commissioners**

**AYE**

**NAY**

Thomas C. Creighton, III	X
Percy H. Dougherty	X
David S. Jones, Sr.	X
Daniel K. McCarthy	X
Vic Mazziotti	X
Brad Osborne	X
Scott Ott	X
Lisa Scheller	X
Michael Schware	X

ATTEST:

  
CLERK TO THE BOARD OF COMMISSIONERS

APPROVED this 14th day of July, 2012.

  
THOMAS S. MULLER  
Acting Lehigh County Executive

ENACTED this 16th day of July, 2012.

## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2012, between **THE COUNTY OF LEHIGH**, 17 South Seventh Street, Allentown, Pennsylvania 18101, hereinafter called "Lessor", and **CARBON LEHIGH INTERMEDIATE UNIT 21**, with an address at 4210 Independence Drive, Schnecksville, Pennsylvania 18078 hereinafter called "Lessee".

**WITNESSETH**, that the Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby rent, demise and lease unto the Lessee, to be used only for the purposes of a business office space in conjunction with Lehigh County Project SEARCH, the demised premises situated at Hamilton Financial Center, 640 Hamilton Street, Allentown, Pennsylvania 18101, described as follows:

Third floor office suite space known as Suite 302 (see attached floor plan) and consisting of 1,100 +/- square feet;

**TO HAVE AND TO HOLD** unto the Lessee, subject to the conditions of this agreement, for the term of one (1) year commencing on the 1st day of July, 2012, (the "Commencement Date").

**IN CONSIDERATION WHEREOF**, the Lessee agrees to pay to the Lessor the sum of \$1.00 per year on the Commencement Date to Lessor at 17 South Seventh Street, Allentown, Pennsylvania, attention Fiscal Office, or as otherwise designated by Lessor. In addition thereto, Lessee agrees to pay on the first day of each month of the lease without demand the sum of \$100.00 per month for utilities and other building services, including but not limited to, trash removal, common area cleaning, etc.

**AND** the said Lessee also agrees to keep the demised premises in as good repair and condition as at present and at the expiration of this lease, or any renewal of it, to surrender up same in like repair and condition, normal wear and damage by the elements excepted; to permit no unlawful business to be carried on upon said premises; not to permit anything to be done other than activities related to Project SEARCH, or activity which is contrary to the conditions of the policies of insurance now on the said premises or which may be placed thereon during the term of this lease or any renewal thereof, whereby the hazard might be increased or the insurance invalidated; not to assign this lease or any interest therein to any person or persons without the prior written consent of Lessor which shall not be withheld unreasonably, however, such consent shall not release Lessee from liability for the terms and conditions hereunder.

**IT IS HEREBY AGREED** between the parties to these presents, that in case the building or buildings erected on the premises hereby leased shall be partially damaged by fire, the same shall be repaired as speedily as possible at the expense of the Lessor; but in case of the total destruction of the premises by fire or otherwise, the rent shall be paid up to the time of such destruction, and then and from thenceforth this lease shall cease and come to an end, provided however, that such damage and destruction be not caused by the carelessness, negligence, or

EXHIBIT A

improper conduct of the Lessee, its agents or servants and Lessor shall be responsible for any and all demolition and removal expenses.

The Lessee agrees to keep the demised premises in a clean and sanitary condition; to permit the said Lessor to display a "for rent" or a "for sale" card upon the demised premises and to enter the demised premises upon giving reasonable prior notice for the purpose of making inspections or necessary repairs, or showing the demised premises to prospective purchasers or lessees; to abide by such other rules and regulations that may from time to time be promulgated by the Lessor and applicable to Lessee's use of the demised premises.

**AND IT IS FURTHER AGREED** that should the Lessee remove or attempt to remove from the demised premises during the term of this lease, or any renewal thereof, or should the Lessee break or evade, or attempt to break or evade, any of the covenants or restrictions set forth of this lease, then the entire rent for the full term of this lease not to exceed four months, shall become due and payable at once and may forthwith be collected by distress or otherwise. Any goods removed from demised premises either before or after the expiration of the lease term, while any portion of the rent remains unpaid, whether due or not, shall remain liable to distress for such rent for the period of thirty days after such removal, the same as though they remained on the premises; and any removal of the goods from the demised premises at any time, either by day or night, without the written consent of the Lessor, shall be considered a clandestine and fraudulent removal.

**AND IT IS FURTHER AGREED** that the acceptance by the Lessor of any of the rent at any time after the same shall become due, or default has been made in the payment thereof or any failure of the Lessor to enforce any of the rights gained under this lease or any of the penalties, forfeitures or conditions herein contained, shall not in any way be considered as a waiver of the right to enforce the same and that such right or forfeiture may be enforced without any notice whatsoever; and that any attempt to collect the rent by one proceeding shall not be considered as a waiver of the right of the Lessor to collect the same by any other proceeding.

The Lessee hereby waives the usual three months notice to quit and agrees to surrender the demised premises at the expiration of the said term, or the termination of this lease or any renewal thereof, without any notice whatever, and also waives the benefit of all appraisement, stay and exemption laws, the right of inquisition on real estate and all bankrupt or insolvent laws now in force or which may hereafter be passed, upon any proceeding instituted for the recovery of the rent, either by distress or otherwise.

If default shall be made in the payment of any rent when the same shall become due, or if the Lessee shall be sold out at sheriff's or constable's sale or permit any judgment to be entered against him, or make any assignment for the benefit of creditors, or commit any act of bankruptcy whatever, then the rent for the balance of the terms shall at once become due and payable, as if by the terms of the lease it were all payable in advance, and may be collected by distress or otherwise, and shall be paid in full out of the proceeds of any such assignment, sale or bankruptcy proceedings, any law, usage or custom to the contrary notwithstanding.

Notwithstanding the aforesaid, Lessor agrees to provide written notice of default and an opportunity to cure before exercising any remedies set forth herein. Five days written notice shall be given for monetary defaults and 15 days written notice shall be given for non-monetary defaults.

THE FOLLOWING PARAGRAPH SETS FORTH A WARRANT OF AUTHORITY FOR ANY ATTORNEY TO CONFESS JUDGMENT AGAINST THE LESSEE. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST THE LESSEE, THE LESSEE, FOLLOWING CONSULTATION WITH (OR DECISION NOT TO CONSULT) SEPARATE COUNSEL FOR THE LESSEE AND WITH KNOWLEDGE OF THE LEGAL EFFECT HEREOF, HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS THE LESSEE HAS OR MAY HAVE, JOINTLY OR SEVERALLY, TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES OF AMERICA, THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE. IT IS SPECIFICALLY ACKNOWLEDGED BY THE LESSEE THAT THE LESSOR HAS RELIED ON THIS WARRANT OF ATTORNEY IN NEGOTIATING THIS AGREEMENT.

UPON THE BREACH OF ANY OF THE CONDITIONS OF THIS LEASE, LESSEE AUTHORIZES ANY ATTORNEY OR PROTHONOTARY OF ANY COURT OF RECORD TO CONFESS JUDGMENT IN FAVOR OF LESSOR FOR THE AMOUNT OF UNPAID RENT FOR THE FULL TERM OF THIS LEASE OR ANY RENEWAL OR PART THEREOF, WHETHER THE SAME SHALL HAVE BEEN DUE OR NOT, PLUS FIVE (5%) PER CENT ATTORNEY'S COMMISSION, WAIVING STAY OF EXECUTION, INQUISITION AND ALL EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE PASSED; AND FURTHER DOES HEREBY, AUTHORIZE ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR HIM OR HER AND ENTER AN AMICABLE ACTION OF EJECTMENT AND CONFESS A JUDGMENT OF EJECTMENT THEREIN FOR THE PREMISES HEREIN DESCRIBED AND DOES AUTHORIZE THE IMMEDIATE ISSUING OF A WRIT OF POSSESSION WITH COSTS WITHOUT ASKING LEAVE OF THE COURT.

**AND IT IS FURTHER AGREED** that if the Lessee (with the consent of the Lessor) shall continue in possession of the said premises after the expiration of the term, or any renewal thereof, then this agreement shall become immediately operative on a month-to-month term, and the Lessor shall have the right to enforce any of the conditions or forfeitures of this agreement, including the confession of judgment, with the waivers, etc., as if a new agreement identical with this had been executed by the parties for the succeeding term or terms, with the proviso that in case any particular conditions are set forth in this lease to take effect upon a renewal thereof, then should there be any such renewal as above provided for, the said particular conditions shall take effect upon such renewal, but they shall apply to only such parts of this lease as it is stated herein that they are intended to supersede, and shall in no way affect any of the remaining parts of this lease.

**ANY IT IS FURTHER AGREED** that the following conditions, forfeitures, covenants and restrictions are a part of this agreement, and that each and all of them are binding upon the parties hereto:

- (1) The demised premises is leased to Lessee in "as is" condition. All Lessee's renovations, alterations and improvements shall require the prior written approval of the Lessor which shall not be unreasonably withheld. Lessee, upon termination of this Agreement, at Lessor's sole option, shall remove such renovations, alterations or improvements as required by Lessor, otherwise the same shall remain the property of Lessor.
- (2) Lessee agrees to indemnify and save Lessor harmless from and against any and all liability, damage, expense, claims or judgments, including reasonable attorneys' fees, resulting from injury to person or damage to property resulting from or arising out of the use and occupancy of the demised premises by Lessee if caused by the negligent act or omission of Lessee, its agents, employees, invitees or guests during the term of this Agreement.
- (3) Lessee shall maintain at all times during the term of this Agreement and pay for insurance as set forth in the MOU attached hereto and incorporated herein as Exhibit "1 to Exhibit A".
- (4) Lessee shall not display any signage except as permitted by law and all signage shall be subject to the prior written approval of the Lessor, which shall not be unreasonably withheld.
- (5) This Lease shall automatically renew from year to year, however, after the first year, either Lessor or Lessee may terminate this Lease upon not less than one month prior written notice. In addition, Landlord may relocate Tenant to similar space within the building at no additional cost to Tenant. In the event Landlord notifies Tenant of a relocation, Tenant has the right either to accept the relocation or terminate the Lease without penalty.
- (6) Lessee has paid no security deposit to Lessor.
- (7) Any written notice provided for herein shall be given in writing and shall be deemed validly given if delivered by personal delivery, overnight air carrier service, or certified or registered United States Mail, postage pre-paid, return receipt requested, addressed as follows:

LESSOR: COUNTY OF LEHIGH  
17 South Seventh Street  
Allentown, PA 18101  
Attn: Fiscal Office

With a copy to: COUNTY OF LEHIGH  
17 South Seventh Street  
Allentown, PA 18101  
Attn: County Solicitor

LESSEE: Carbon Lehigh Intermediate Unit 21  
Attn: Executive Director  
4210 Independence Drive  
Schnecksville, PA 18078

- (8) This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Pennsylvania.
- (9) This Agreement contains the entire Agreement between the parties hereto and no other verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy, or proceeding at law and any addition, variation or modification of this Agreement shall be void and ineffective unless made in a writing signed by Lessor and Lessee. This Agreement shall be interpreted and construed without reference to incidents of negotiation or authorship.
- (10) This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties aforesaid have hereunto set their hands and seals on the day and year first above written.

In the presence of:

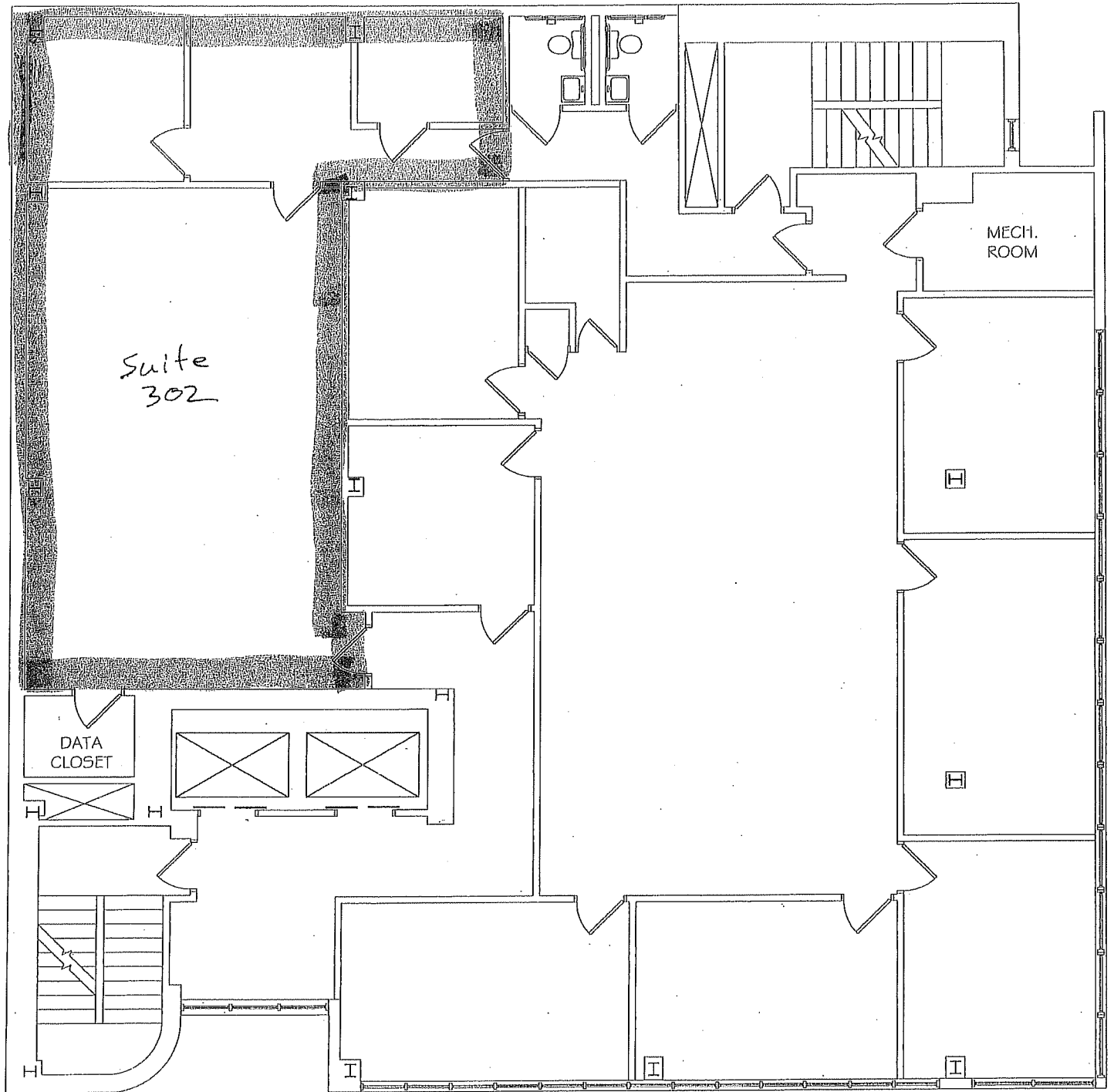
Lessor: THE COUNTY OF LEHIGH

\_\_\_\_\_  
By: \_\_\_\_\_  
Donald T. Cunningham, Jr., County Executive

Lessee: CARBON LEHIGH INTERMEDIATE  
UNIT 21

\_\_\_\_\_  
By: \_\_\_\_\_  
Dr. Elaine H. Eib, Executive Director





THIRD FLOOR PLAN - E. Hauff, A. Hettinger, J. Greenwald Law Offices, Lehigh County Fitness Center



## **MEMORANDUM OF UNDERSTANDING FOR PROJECT SEARCH**

The Parties to this memorandum are County of Lehigh as the host business, the Carbon Lehigh Intermediate Unit 21 as the responsible educational agency, the Division of Vocational Rehabilitation Services and the Lehigh County Office of Intellectual Disabilities as the involved divisions of the host business.

### **I. Purpose:**

The Parties to this Memorandum will collaborate and cooperate to create a High School Project SEARCH Transition program at the Lehigh County Government Center or its facilities for students with developmental disabilities, and to foster and facilitate the acquisition of jobs for people with disabilities, when possible. This memorandum specifies the roles and responsibilities of the Parties as they work in partnership to increase opportunities for persons with disabilities. The program will be titled "Lehigh County Project SEARCH."

### **II. Roles and Responsibilities**

The Parties agree to the following roles and responsibilities.

#### **A. County of Lehigh as host business will:**

- Facilitate the securing of classroom and/or office space which includes accessibility to connect telephone, fax, and internet, as agreed upon with Carbon Lehigh Intermediate Unit.
- Provide a Business Liaison that is available, on occasion, to assist with job site development, attend periodic meetings to discuss and evaluate program progress, and be part of an Advisory Board which is facilitated by Carbon Lehigh Intermediate Unit.
- Set a goal to develop a potential of 8 intern work sites.
- Provide badges for Project SEARCH staff members and interns.
- The County of Lehigh shall have no responsibility for the payment of any costs, including insurance, or other financial obligations incurred by the student interns.
- The County of Lehigh maintains ultimate approval for work site assignments.
- Supervision of intern work experiences will be shared by the County of Lehigh staff at the work site and Carbon Lehigh Intermediate Unit 21 and Division of Vocational Rehabilitation staff.

B. Carbon Lehigh Intermediate Unit as the educational agency will:

- Provide a certified Special Education Instructor with transition experience to coordinate/teach the program.
- Provide Job Coaches to work with students on work sites throughout the host business.
- Provide a Project SEARCH Facilitator with transition experience to support program development, consultation to the business and professional development and/or training opportunities.
- Provide furniture and equipment if not available within the business facility.
- Develop and provide curriculum and instructional materials that encompass employability skills, functional academics, transition, job development and job readiness. Additionally, provide Independent Community Travel instruction before and during program operations, as necessary.
- Assist the business on development of intern work sites, coordinate and monitor intern activities.
- Facilitate intern recruitment activities and the application process, including establishing of eligibility guidelines.
- Provide expertise in adaptations and job accommodations, and implement as necessary.
- Provide education and training to host business employees regarding supporting people with disabilities in the workplace, as necessary.
- Assist with public relations activities to promote the Lehigh County Project SEARCH Program.
- Provide additional related services as identified in an IEP for interns, such as Interpreter service, Speech or Occupational Therapy, transportation, etc.
- Coordinate and facilitate regular meetings to discuss and evaluate program progress.
- Collect data on intern's outcomes and report to all partners.

- Liaison with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model integrity.

C. Vocational Rehabilitation Services will:

- Provide funding support as appropriate for interns to participate in the Lehigh County Project SEARCH supporting the initiating of job assessment and development during the school year, September – June.
- Provide expertise and assistance in adaptations and job accommodations.
- Participate on the Project SEARCH Advisory Board to discuss and evaluate program progress.
- Assist with public relations activities to promote Project SEARCH.
- Provide for one transition counselor to provide supports for all interns, when possible

D. Office of Intellectual Disabilities will:

- Participate in the Project SEARCH Advisory Board to discuss and evaluate program progress.

### **III. Indemnification and Hold Harmless; Insurance**

A. Indemnification and Hold Harmless:

a. The Carbon Lehigh Intermediate Unit 21 shall indemnify and hold harmless the County of Lehigh and each of its officials, employees, and agents from any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, to the extent resulting from, or arising out of, any:

1. Action or cause of action brought by or on behalf of the student intern in any way related to participation in the Lehigh County Project SEARCH Program;
2. Injury or other damage to the student intern, to any employee of the County of Lehigh, or to any member of the public and related in any manner to the Lehigh County Project SEARCH Program;
3. Professional error or omission, fault, or negligence by Carbon Lehigh Intermediate Unit 21 or any one acting under its direction, control of or on its behalf in connection

with or incident to its performance under the terms under this memorandum;

4. General public liability claim arising in connection with the business or activities of Carbon Lehigh Intermediate Unit 21 or the student interns participating in the Project SEARCH program.

b. If any claim is made against the County of Lehigh which would give rise to a right of indemnification by County of Lehigh from Carbon Lehigh Intermediate Unit 21, County of Lehigh will give notice thereof to Carbon Lehigh Intermediate Unit 21. The County of Lehigh may permit Carbon Lehigh Intermediate Unit 21 to assume the defense of any such claim, or any litigation resulting therefrom. Counsel selected by the Carbon Lehigh Intermediate Unit 21 to conduct the defense of such claim or litigation, must be approved by County of Lehigh, whose approval will not unreasonably be withheld. If County of Lehigh consents to permit Carbon Lehigh Intermediate Unit to assume defense, County may participate in such defense. Neither party will consent to entry of any judgment or enter into any settlement without the written consent on the other party, which consent will not unreasonably be withheld. The parties shall cooperate fully with each other and make available to County of Lehigh all pertinent information under its control.

c. It is expressly understood by Carbon Lehigh Intermediate Unit 21 that the Pennsylvania state statute, specifically 42 Pa. C.S.A. 8549, which limits recovery against a local government unit and/or its officials and employees to a maximum of \$500,000.00, is not applicable to recovery of damages in an action against Carbon Lehigh Intermediate Unit 21.

#### B. Insurance

a. Carbon Lehigh Intermediate Unit 21 shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this memorandum (including, without limitation its indemnification obligations herein), insurance in the types and limits specified below. In addition to the insurance coverage and limits specified herein, Carbon Lehigh Intermediate Unit 21 shall obtain any other insurance coverage as may be required by law.

##### 1. Professional Liability Insurance

- a. Limit of Liability: \$1,000,000 by claim and \$2,000,000 in the aggregate.
- c. Coverage for occurrences happening during the performance under this memorandum of

understanding shall be maintained in full force and effect under the policy. The policy shall include a "tail coverage" if a one or two year period of exposure exists.

2. General Liability Insurance

- a. Limits of Liability: \$1,000,000 in the aggregate and per occurrence.
- b. Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insureds, joint liability, and broad form property damage (including completed operations).

3. Worker's Compensation and Employer's Liability Insurance

- a. Limits of Liability: Statutory Limits.
- b. Other States' coverage and Pennsylvania endorsement.

4. Automobile Liability Insurance

- a. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- b. Coverage: Owner, non-owned and hired vehicles.
- c. Carbon Lehigh Intermediate Unit 21 shall ensure that all staff operating said vehicles are licensed drivers and properly insured.

5. Umbrella Excess Liability

- a. \$5,000,000 in the aggregate and per occurrence.
- b. Coverage provided shall be over auto liability, general liability, and professional liability.

6. Abuse/Sexual Molestation and Corporal Punishment Liability Insurance.

a. \$1,000,000 per occurrence; \$3,000,000 in the aggregate.

b. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, which are licensed to do business in the Commonwealth of Pennsylvania. Certificates of Insurance evidencing the existence of such insurance shall be submitted to the County of Lehigh upon execution of the memorandum by Carbon Lehigh Intermediate Unit 21. If the term of this memorandum coincides with the term of Carbon Lehigh Intermediate Unit 21's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the County no later than thirty (30) days after the effective date of the policy.

c. Each policy and Certificate of Insurance shall contain: an endorsement naming the County of Lehigh as Additional Insured party thereunder; and a provision that at least thirty (30) calendar days prior written notice be given to the County of Lehigh in the event coverage is canceled or non-renewed or coverage reduced.

d. If Carbon Lehigh Intermediate Unit 21 desires to self insure any or all of the coverages listed in this section, it shall provide to the County of Lehigh documentation that such self insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of Carbon Lehigh Intermediate Unit 21's insurance. Any coverage which is self insured shall provide the same coverage, limits and benefits as the coverages listed in this section.

e. If Carbon Lehigh Intermediate Unit 21 fails to obtain or maintain the required insurance, the County of Lehigh shall have the right to treat such failure as a material breach of the memorandum and to exercise all appropriate rights and remedies, including termination.

f. Carbon Lehigh Intermediate Unit 21 shall include all subcontractors as insurers under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this memorandum.

#### **IV. Goals**

All Parties will work collaboratively to:

- Aim for a goal of 8 intern opportunities for interns with development disabilities during a school year (September – June).

- Provide reasonable accommodations for individual interns using universal design within participating work sites to support their success.
- Aim for 8 internship rotation work sites during the first school year of the program
- Publicize the collaboration and program activities.
- Have the Advisory Board meet regularly to evaluate program status, address issues and work towards continuous improvement.
- Collect data on intern outcomes including jobs, wages, hours worked per week.

#### V. Limitation of Memorandum of Understanding

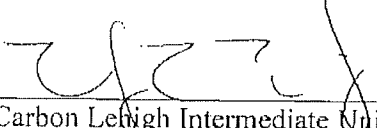
It is understood among the Parties that this Memorandum of Understanding may be terminated by a Party giving 30 days' written notice to the other Parties that the understandings herein are no longer in effect. Paragraph III relating to Indemnification, Hold Harmless, and Insurance shall survive termination of this Memorandum of Understanding.

#### VI. Relationship of Parties

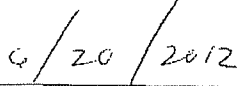
No agent or employee of any of the parties shall be deemed an agent or employee of the other. Each party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

This Memorandum is executed for the benefit of the Parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

\_\_\_\_\_  
County of Lehigh

  
\_\_\_\_\_  
Carbon Lehigh Intermediate Unit 21

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Office of Vocational Rehabilitation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office of Intellectual Disabilities

\_\_\_\_\_  
Date



COUNTY OF LEHIGH ORDINANCE 2012 – NO. 120

**CERTIFICATION**

I, DAVID BARILLA, Clerk to the Board of Commissioners of Lehigh County, do hereby certify that the attached is a true and correct copy of the ordinance adopted at a regular meeting of the Commissioners of Lehigh County held on the **11th** day of **July, 2012**, and approved on the **16th** day of **July, 2012** by the Acting Lehigh County Executive, and effective on the **26th** day of **July, 2012**.

A handwritten signature in dark ink, appearing to read "David Barilla", is written over a horizontal line.

DAVID BARILLA, Clerk  
Board of Commissioners