

October 10

Committee Meetings

All meetings will begin at the conclusion of the earlier meeting but not later than the time listed.

Cedarbrook

5:55 p.m. Public Hearing Rm

Res. 2019-68: Approving an Amendment to the Professional Services Agreement with Health Network Laboratories, LP.

Courts & Corrections

6:05 p.m. Public Hearing Rm

Res. 2019-70: Approving a Professional Service Agreement with Maria Berral for Interpretation/Translation Services.

Res. 2019-71: Approving an Amendment to the Professional Services Agreement with Sandra Sinclair.

Res. 2019-72: Approving a Professional Service Agreement with Sammuel Velazquez for Interpretation/Translation Services

Development

6:15 p.m. Public Hearing Rm

Res. 2019-73: A Resolution Declaring that it is Desirable for the Health, Safety and Welfare of the People in the Area Served by Lehigh Valley Network, Inc.

Governance

6:30 p.m. Public Hearing Rm

Res. 2019-69: Resolution Supporting the Jake Schwab Worker's Safety Bill, Pennsylvania HB 1082.

General Services

6:50 p.m. Public Hearing Rm

Bill 2019-32: Approving an Extension to the August 30, 2004 Lease Agreement with the Lehigh Valley Zoological Society.

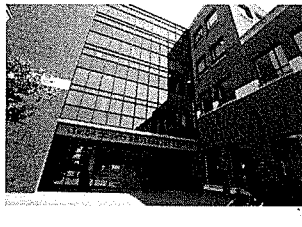
Budget Public Hearing

7:15 p.m. Public Hearing Rm

**Break between meetings
Board of Commissioners**

**7:20 p.m. Public Hearing Rm
7:30 p.m. Public Hearing Rm**





Thursday, October 10, 2019
Lehigh County Board of Commissioners

Lehigh County Government Center
Public Hearing Room
17 South Seventh Street
Allentown, PA 18101
7:30 p.m.

1. Preliminary Agenda Items

- 1.1 Meeting Called to Order - Marty Nothstein, Chairman
- 1.2 Meeting Taped for Public Record
- 1.3 Pledge to the Flag
- 1.4 Executive Sessions Held - There was an Executive Session held at the conclusion of the last Board meeting to discuss labor negotiations.
- 1.5 Minutes for Approval - Meetings 09/25/19
- 1.6 Citizens Input
- 1.7 Chair's Review

2. Appointments

- 2.1 Aging & Adult Services Advisory Board - Appointment - Kathryn McAuley - Term expires 12/31/22
- 2.2 Aging & Adult Services Advisory Board - Appointment - Lucas Gordils-Molina - Term expires 12/31/22

3. Old Business - Commissioner Bills Second Reading Discussion & Vote

- 3.1 Bill 2019-29: Ordinance Authorizing the County of Lehigh, Pennsylvania to Issue General Obligation Bonds, Series of 2019, Pursuant to the Local Government Unit Debt Act. (Sponsored by Commissioner Osborne)
- 3.2 Bill 2019-30: Amending the Administrative Code to Provide a Procedure for the Selection of the Employee and Retiree Health Care Plan (Sponsored by Commissioners Brown, Dougherty, Holt, Nothstein & Osborne)

4. New Business - Motions, Resolutions, Bills for First Reading

- 4.1 Res. 2019-68: Approving an Amendment to the Professional Services Agreement with Health Network Laboratories, LP. (Sponsored by Commissioner Hartzell)
- 4.2 Res. 2019-69: Resolution Supporting the Jake Schwab Worker's Safety Bill, Pennsylvania HB 1082 . (Sponsored by Commissioners Zanelli & Hartzell))
- 4.3 Res. 2019-70: Approving a Professional Service Agreement with Maria Berral for Interpretation/Translation Services. (Sponsored by Commissioner Zanelli)
- 4.4 Res. 2019-71: Approving an Amendment to the Professional Services Agreement with Sandra Sinclair. (Sponsored by Commissioner Zanelli)

4.5 Res. 2019-72: Approving a Professional Service Agreement with Sammuel Velazquez for Interpretation/Translation Services (Sponsored by Commissioner Zanelli)

4.6 Res. 2019-73: A Resolution Declaring that it is Desirable for the Health, Safety and Welfare of the People in the Area Served by Lehigh Valley Network, Inc. (Sponsored by Commissioner Brace)

4.7 Res. 2019-74: Honoring Lindsey Ruff as PACAH'S 2019 CNA of the Year (Sponsored by Commissioner Hartzell)

4.8 Bill 2019-31: Adopting the 2020 Lehigh County Budget and Amending the Job Classification and Pay Plans for Consistency with the 2020 Budget. (Sponsored by Commissioner Osborne)

4.9 Bill 2019-32: Approving an Extension to the August 30, 2004 Lease Agreement with the Lehigh Valley Zoological Society. (Sponsored by Commissioner Grammes)

5. Closing Agenda Items

5.1 Committee Reports

5.2 Citizens Input on Committee Reports

5.3 Commissioner Announcements

5.4 Citizens Input

5.5 Motion to Adjourn

**COUNTY OF LEHIGH, PENNSYLVANIA
RESOLUTION NO. 2019 - 68
SPONSORED BY COMMISSIONER HARTZELL
REQUESTED DATE: SEPTEMBER 6, 2019**

**APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH HEALTH NETWORK LABORATORIES, LP**

WHEREAS, §801.1(B) of the Administrative Code of the County of Lehigh requires resolution approval for nonbid professional service agreements over ten thousand dollars (\$10,000.00); and

WHEREAS, Cedarbrook Senior Care and Rehabilitation requests that the County of Lehigh (County) enter into an amended agreement with Health Network Laboratories, LP, to provide Clinical Laboratory Diagnostic Services for the residents of Cedarbrook Senior Care and Rehabilitation.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
COMMISSIONERS OF THE COUNTY OF LEHIGH, PENNSYLVANIA THAT:**

1. The proposed amendment to the agreement for professional services with Health Network Laboratories, LP marked Exhibit "A" attached hereto and made a part hereof by this reference, is hereby approved.
2. 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 Resolution.
3. Any resolution or part of resolution conflicting with the provisions of this

resolution is hereby repealed insofar as the same affects this resolution.

4. The County Executive shall distribute copies of this resolution to the proper officers and other personnel whose further action is required to achieve the purpose of this resolution.

ADOPTED BY THE LEHIGH COUNTY BOARD OF COMMISSIONERS

on the _____ day of _____, 2019, by the following vote:

Commissioners

AYE

NAY

Geoff Brace
Nathan Brown
Percy H. Dougherty
Marc Grammes
Dan Hartzell
Amanda Holt
Marty Nothstein
Brad Osborne
Amy Zanelli

ATTEST: _____
Clerk to the Board of Commissioners

Contract Number:

Copy ID#: _____

Completed: _____

COUNTY OF LEHIGH

AMENDMENT OF

CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: To provide Clinical Laboratory Diagnostic Services for the residents of Cedarbrook Senior Care and Rehabilitation.

AWARDED TO: Health Network Laboratories, LP

BEGINNING DATE OF ORIGINAL CONTRACT: October 1, 2017

| | |
|-----------------|----------------|
| Federal Tax ID: | 23-2948774 |
| Telephone: | (877) 402-4221 |
| Fax: | (484) 425-5080 |



This amendment of Contract for Professional Services is made and entered into this _____ day of _____, 2019 by and between **COUNTY OF LEHIGH**, a Home Rule County of the third class, with offices located at 17 South Seventh Street, Allentown, PA 18101-2400, hereinafter referred to as the COUNTY, and **HEALTH NETWORK LABORATORIES, LP**, with a mailing address of 794 Roble Road, Allentown, PA 18109, (Federal Identification Number: 23-2948774), hereinafter referred to as the PROVIDER.

WITNESSETH,

WHEREAS, COUNTY and PROVIDER entered into an Agreement with a beginning date of October 1, 2017 and under which PROVIDER agreed to provide Clinical Laboratory Diagnostic Services for the residents of Cedarbrook Senior Care and Rehabilitation; and

WHEREAS, the parties desire to amend the contract as set forth herein.

NOW THEREFORE, the COUNTY and the PROVIDER, in consideration of the obligations herein undertaken and intending to be legally bound, hereby agree as follows:

1. The term of the contract shall be extended for the first time for an additional year beginning October 1, 2019 and ending September 30, 2020.
2. Section XI. (Discrimination Clause), is hereby deleted and replaced with the following:

"NON-DISCRIMINATION CLAUSE

In carrying out the terms of this contract, both parties agree not to discriminate against any employee or client or other person on account of race, color, religion, gender, national origin, age, marital status, political affiliation, sexual orientation, gender identity or expression, or physical or mental disabilities as set forth in the Americans With Disabilities Act of 1990. PROVIDER and COUNTY shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49, with any pertinent Executive Order of the Governor and with all laws prohibiting discrimination in hiring or employment opportunities.

The provisions of this section must also be included in any sub-contract PROVIDER enters into to perform the scope of this contract."

3. Section XXIII. (Right-to-Know), is hereby deleted and replaced with the following:

"RIGHT-TO-KNOW

A. PROVIDER understands that this Agreement and records related to or arising out of this Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. Sections 67.101-3104, ("RTKL").

B. If the COUNTY needs PROVIDER's assistance in any matter arising out of the RTKL related to this Agreement, COUNTY shall notify PROVIDER using the legal contact information provided in this Agreement. PROVIDER, at any time, may designate a different contact for such purpose upon reasonable prior written notice to COUNTY.

C. Upon written notification from the COUNTY that it requires PROVIDER's assistance in responding to a request under the RTKL for information related to this Agreement that may be in PROVIDER's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), PROVIDER shall:

1. Provide the COUNTY, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in PROVIDER's possession arising out of this Agreement that the COUNTY reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the COUNTY may reasonably request, in order to comply with the RTKL with respect to this Agreement.

D. If PROVIDER considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that PROVIDER considers exempt from production under the RTKL, PROVIDER must notify the COUNTY and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of PROVIDER explaining why the requested material is exempt from public disclosure under the RTKL.

E. The COUNTY will rely upon the written statement from PROVIDER in denying a RTKL request for the Requested Information unless the COUNTY determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the COUNTY determine that the Requested Information is clearly not exempt from disclosure, PROVIDER shall provide the Requested Information within five (5) business days of receipt of written notification of the COUNTY's determination.

F. If PROVIDER fails to provide the Requested Information within the time period required by these provisions, PROVIDER shall indemnify and hold the COUNTY harmless for any damages, penalties, costs, detriment or harm, including attorney's fees, that the COUNTY may incur as a result of PROVIDER's failure, including any statutory damages assessed against the COUNTY.

G. The COUNTY will reimburse PROVIDER for costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records.

H. PROVIDER may file a legal challenge to any COUNTY decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, PROVIDER shall indemnify the COUNTY for any attorney's fees and costs incurred by the COUNTY as a result of such a challenge and shall hold the COUNTY harmless for any damages, penalties, costs, detriment or harm that the COUNTY may incur as a result of PROVIDER's actions, including any statutory damages assessed against the COUNTY, regardless of the outcome of such legal challenge. As between the parties, PROVIDER agrees to waive all rights or remedies that may be available to it as a result of the COUNTY's disclosure of Requested Information pursuant to the RTKL.

I. PROVIDER agrees to comply with any final decision of either the Office of Open Records or the Pennsylvania Unified Judicial System concerning RTKL related matters.

J. PROVIDER's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as PROVIDER has Requested Information in its possession."

4. In all other respects the parties ratify and confirm the terms and conditions of the original contract intending to be bound thereby.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed the within agreement by their officials hereunto duly authorized;

PROVIDER
(affix seal)

Witness: [REDACTED]

Date: [REDACTED]

HEALTH NETWORK LABORATORIES, LP

By: [REDACTED]

[REDACTED]

Print Name

[REDACTED]

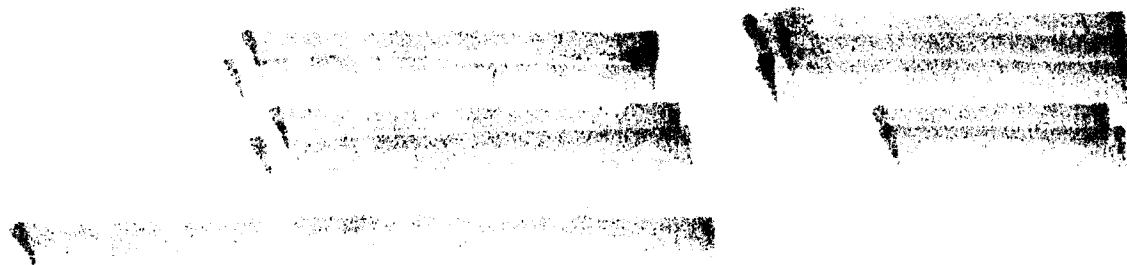
Title of Signing Official

COUNTY OF LEHIGH
(affix seal)

Witness: _____

Date: _____

By: _____
PHILLIPS M. ARMSTRONG
COUNTY EXECUTIVE



COUNTY OF LEHIGH, PENNSYLVANIA
RESOLUTION 2019 -69
SPONSORED BY COMMISSIONERS ZANELLI & HARTZELL
REQUESTED DATE: SEPTEMBER 30, 2019

**A RESOLUTION SUPPORTING THE JAKE SCHWAB WORKER'S SAFETY
BILL, PENNSYLVANIA HB 1082**

WHEREAS, the majority of private sector workers in the United States are covered by health and safety regulations under the Occupational Health and Safety Administration (OSHA); and

WHEREAS, the number of workers killed on the job in the United States has declined from approximately 14,000 in 1970, when OSHA was created to 4,674 in 2009, despite the fact that overall employment more than doubled during that period; and

WHEREAS, local and state government employees, including those in Lehigh County, Pennsylvania, are generally not covered by OSHA, even though they perform similar job functions and are exposed to similar risks as private-sector employees; and

WHEREAS, the Jake Schwab Worker's Safety Bill (officially the "Public Employees Occupational Safety and Health Act") would extend protections similar to those provided for under OSHA to local and state government employees in Pennsylvania, at minimal cost to local governments; and

WHEREAS, Jake Schwab had worked as a mechanic for the Erie Metropolitan Transit Authority for 27 years when he was killed on the job by an exploding air bag; and

WHEREAS, at the time of his death, Mr. Schwab was working on an unfamiliar bus from another agency, using tools that were inappropriate for the job because the proper tools were not available, and there had been no safety training in his garage for over 9 years; and

WHEREAS, Mr. Schwab's death did not even warrant an OSHA investigation because he was a public employee; and

WHEREAS, if Mr. Schwab had been covered by OSHA, health and safety regulations may have prevented his untimely death; and

WHEREAS, preventable deaths like Mr. Schwab's are particularly tragic, especially for the loved ones they leave behind; and

WHEREAS, the public servants who have dedicated their careers to this community deserve the same health and safety protections as their colleagues in the private sector.

NOW, THEREFORE, BE IT RESOLVED 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 Board of Commissioners of Lehigh County urges the Pennsylvania General Assembly to support the Jake Schwab Worker's Safety Bill, HB 1082.
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 Resolution.
4. Any resolution or part of resolution conflicting with the provisions of this resolution is hereby repealed insofar as the same affects this resolution.
5. The County Executive shall distribute copies of this resolution to the proper officers and other personnel whose further action is required to achieve the purpose of this resolution.

ADOPTED BY THE LEHIGH COUNTY BOARD OF COMMISSIONERS

on the _____ day of _____, 2019, by the following vote:

Commissioners

AYE

NAY

Geoff Brace
Nathan Brown
Percy H. Dougherty
Marc Grammes
Dan Hartzell
Amanda Holt
Marty Nothstein
Brad Osborne
Amy Zanelli

ATTEST: _____
Clerk to the Board of Commissioners

**COUNTY OF LEHIGH, PENNSYLVANIA
RESOLUTION NO. 2019 - 70
SPONSORED BY COMMISSIONER ZANELLI
REQUESTED DATE: OCTOBER 1, 2019**

**APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH
MARIA BERRAL FOR INTERPRETATION/TRANSLATION SERVICES**

WHEREAS, §801.1(B) of the Administrative Code of the County of Lehigh requires resolution approval for nonbid professional service agreements over ten thousand dollars (\$10,000.00); and

WHEREAS, Court Administration requests that the County of Lehigh enter into an agreement with Maria Berral to provide interpretation/translation services for the Thirty-First Judicial District of the Commonwealth of Pennsylvania.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
COMMISSIONERS OF THE COUNTY OF LEHIGH, PENNSYLVANIA THAT:**

1. The proposed agreement for professional services with Maria Berral, marked Exhibit "A" attached hereto and made a part hereof by this reference, are hereby approved.

2. 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 Resolution.

3. Any resolution or part of resolution conflicting with the provisions of this resolution is hereby repealed insofar as the same affects this resolution.

4. The County Executive shall distribute copies of this resolution to the proper officers and other personnel whose further action is required to achieve the purpose of this resolution.

ADOPTED BY THE LEHIGH COUNTY BOARD OF COMMISSIONERS

on the _____ day of _____, 2019, by the following vote:

Commissioners

AYE

NAY

Geoff Brace
Nathan Brown
Percy H. Dougherty
Marc Grammes
Dan Hartzell
Amanda Holt
Marty Nothstein
Brad Osborne
Amy Zanelli

ATTEST: _____
Clerk to the Board of Commissioners

Contract Number:

Copy ID#: _____

Completed: _____

COUNTY OF LEHIGH

CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: To provide interpreting/translation services for the Thirty-First Judicial District of the Commonwealth of Pennsylvania.

AWARDED TO: Maria Berral

Social Security No:

Telephone: (484) 641.7595

EXHIBIT

A

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PROFESSIONAL SERVICE CONTRACT

This is a contract between the **COUNTY OF LEHIGH**, a Home Rule County of the third class, with offices at 17 South Seventh Street, Allentown, PA, 18101-2401 hereinafter referred to as the COUNTY, and **MARIA BERRAL**, with a mailing address of 51 W End Trl, Unit 404, Macungie, PA 18062, hereinafter referred to as the PROVIDER.

WITNESSETH,

WHEREAS, the COUNTY wishes to purchase, and the PROVIDER wishes to furnish the services cited below according to all applicable Federal, State, and Local Laws; and

WHEREAS, the existing contract shall be in effect until Board of Commissioners approval via Resolution is adopted; and

WHEREAS, the services referred to are professional in nature;

NOW THEREFORE, the COUNTY and the PROVIDER, in consideration of the obligations herein undertaken and intending to be legally bound, hereby agree as follows:

I. SCOPE OF SERVICES

A. The PROVIDER shall provide the following services: interpretation/translation services for the Thirty-First Judicial District of the Commonwealth of Pennsylvania.

B. These services and the requirements for their provision are set forth more fully in Appendix 'A' attached hereto and incorporated as if set forth in full.

II. TERM OF CONTRACT

A. The contract shall become effective when executed by the Lehigh County Executive according to the date parameters as stated below:

Beginning Date: November 1, 2019

Termination Date: July 31, 2020

B. The contract may be terminated by either party upon default of agreed terms as herein stated, in writing and providing thirty days notification. Should the PROVIDER lose its license or certification the contract may be terminated immediately by the COUNTY. COUNTY may terminate this contract with or without cause, by providing thirty days written notice to the

PROVIDER. The County Executive is authorized to terminate any contract with the PROVIDER pursuant to the provisions of this sub-paragraph.

C. COUNTY shall be liable only for payments due the PROVIDER as set forth in this Contract up to and including the date of termination.

D. This contract may be extended for **TWO (2)** additional terms of one (1) year (each) upon the same terms and conditions and the written agreement of both the COUNTY and PROVIDER. Any renewal must be in writing and signed by both parties. This agreement may only be extended beyond its initial term by the County Executive, the President Judge of the 31st Judicial District, the Board, or any independently elected official if each additional term is approved by resolution of the Board. Without such approval the contract shall not extend beyond its last term approved by the Board.

E. The PROVIDER and the COUNTY hereby agree the COUNTY may assign any or all of its rights and delegate any or all of its obligations or responsibilities under this Contract upon twenty (20) days written notice to PROVIDER in the manner set forth in Article XVII of this Contract.

F. The PROVIDER and the COUNTY hereby agree that PROVIDER cannot assign any or all of its rights or delegate any or all of its obligations or responsibilities under this Contract without the COUNTY's prior written authorization.

III. COMPENSATION

A. The COUNTY shall pay for the services rendered by the PROVIDER, according to the provisions which are identified in Appendix 'B' attached hereto and incorporated by this reference as if set forth in full.

B. The PROVIDER hereto agrees that any and all payments due from the COUNTY as required under the terms of this contract, are contingent upon the availability of the appropriated funds. If any or all of the funds which are due to the PROVIDER emanate from State or Federal sources, payment is also contingent upon the COUNTY receiving such moneys from the State or Federal Government.

C. PROVIDER explicitly agrees that it will not submit to COUNTY any false claim, as defined in the False Claims Act, 31 U.S.C. § 3729 et seq.

D. With respect to any billing, COUNTY reserves the right to withhold payment for any portion of any statement in which it asserts that a discrepancy exists, which discrepancy should be corrected by a new statement. In such instances, COUNTY may withhold payment

only for that portion of the statement with which it disagrees. Further, it shall be the duty of COUNTY to notify PROVIDER of any such disagreement or discrepancy as soon as possible.

IV. SCHEDULE OF ATTACHMENTS

The PROVIDER shall be bound by the following appendices attached hereto, incorporated herein as if set forth in full:

- Appendix A - Scope of Services
- Appendix B - Compensation
- Appendix C - Amendments and Special Provisions

V. COVENANTS, REPRESENTATIONS AND WARRANTIES

A. The COUNTY covenants, represents, and warrants:

1. The person or persons signing on behalf of the COUNTY are duly authorized to do so.
2. That this contract is entered into by the Lehigh County Executive pursuant to his authority under section 402(j) of the Lehigh County Home Rule Charter.
3. That the COUNTY is in compliance with all applicable federal, state and local laws especially, but without limitation to all statutes, ordinances, rules, and regulations governing any and all federal and state funding of the contract.
4. That if the representations in subparagraphs 2 or 3 above should at any time hereafter become incorrect, the COUNTY will promptly take all steps to correct the noncompliance.

B. The PROVIDER covenants, represents and warrants:

1. The person or persons signing on behalf of the PROVIDER are duly authorized to do so.
2. That the PROVIDER is entering into this contract either in the ordinary course of its business activities or pursuant to a resolution of its Board of Directors (or other governing body) validly called and held. If requested, the resolution, including in it the names and positions of the persons authorized to sign this contract, shall be forwarded to the County upon the signing of this contract.

3. That the PROVIDER now complies with and will continue to comply with for the duration of this contract, all applicable law in its business and activities which pertain to the performance or funding of this contract, including, without limitation, the following:

- a. The Fair Labor Standards Act, the Labor Management Relations Act (Taft-Hartley); and the Labor Management and Reporting and Disclosure Act (Landrum-Griffin).
- b. Occupational Safety and Health Act, and OSHA regulations thereunder.
- c. Worker's Compensation Laws.
- d. The Environmental Protection Act, EPA regulation and the laws and regulations administered by the Pennsylvania Department of Environmental Resources.
- e. Title VII of the Civil Rights Act of 1964, all EEOC regulations and all laws relating to equal employment opportunity.
- f. The Equal Pay for Equal Work Law and all other laws relating to sex discrimination.
- g. The Federal Age Discrimination in Employment Act and any amendments thereto, 29 Section 620 et seq., especially the 1978 amendments thereto, Public 95-256, Section 1 et seq., Act of April 6, 1978, 92 Statute 189 and hereby states that it will not mandate the retirement of any employee on the basis of age, or for any other reason prohibited by the aforesaid act.
- h. The Older Americans Act of 1965 as amended (P.L. 89-73, Section 1, Stat. 219) and the Administrative Code of 1929 as amended by Act 1978-7 (P.L. 177, No. 175) and all regulations promulgated thereunder.
- i. Those laws relating to the fiscal management and accounting of public funds. The COUNTY, in its sole discretion, shall have the privilege of examining and or auditing the records of the PROVIDER which pertain to this contract to ascertain or verify compliance with this subparagraph.

- j. The Americans with Disabilities Act.
- k. The Immigration, Reform, and Control Act of 1986.
- l. The Pro-Children Act of 1994.
- m. The False Claims Act, 31 U.S.C. § 3729 et seq.
- n. Reports by business entities as required by 25 P.S. §3260a, P.L. 893, Act No. 171 of 1978, as amended July 11, 1980, P.L. 649, No. 134, §6. PROVIDER shall submit to COUNTY a copy of the list filed with the Secretary of the Commonwealth on an annual basis, within thirty (30) days of the filing or March 1st, whichever date is first.
- o. Disclosures required by Section 801.5 (Open and Public Process) of the Lehigh County Administrative Code, a copy of which PROVIDER acknowledges has been provided to it. The PROVIDER shall agree that Contributions will not be made which would render the PROVIDER ineligible to be considered for the contract. The contract shall require that the PROVIDER disclose any Contribution made by the PROVIDER, sub-contractor or Consultant to any Candidate for Elective County Office or to an Incumbent during the term of the contract and for one (1) year thereafter. Such disclosures shall be made in writing on a form provided by the COUNTY, and shall be delivered to the COUNTY, within (5) business days of the Contribution. This COUNTY disclosure form shall be delivered by the PROVIDER to the COUNTY contact person identified in the contract, who shall forward copies to the Clerk to the Board of Commissioners, the Controller and the County Fiscal Officer.

4. The PROVIDER acknowledges that in the event there is any violation of applicable laws or regulations by the PROVIDER, the COUNTY may deem the violation to be a breach of this contract by the PROVIDER.

5. The PROVIDER agrees that no employee, board member, or representative of the PROVIDER, either personally, or through an agent, shall solicit the referral of clients to any facility in a manner, which offers or implies an offer of rebate to persons referring clients or other fee-splitting inducements. This applies to consents of fee schedules, billing methods, or personal solicitation. No person or entity involved in the referral of clients may receive payment or other inducement by a facility or its representatives. The PROVIDER shall substantially include the language of this Paragraph in each subcontract under this

Contract.

6. The PROVIDER agrees that all experimentation with human subjects involving physical or mental risk to those subjects shall be prohibited without the prior written approval of the Secretary of the Department of Health, subject to all applicable laws, statutes and regulations, and voluntary, informed consent of the subject in writing. If the subject is a minor, or incompetent, a voluntary, informed consent of his/her parents or legal guardian shall be required.

7. The PROVIDER is duly organized, validly existing, and in good standing under the laws of Pennsylvania and the state in which the PROVIDER is organized as previously noted in the Opening Paragraphs of this Contract.

8. That PROVIDER, as a condition precedent to payment, shall upon request of COUNTY promptly furnish evidence of compliance of any sub-paragraph herein.

VI. TAXES

A. The PROVIDER hereby certifies, as a condition precedent to the execution of this contract and as an inducement for the COUNTY to execute same, that it is not "delinquent" on any taxes owed to the COUNTY. "Delinquent" is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Lehigh County Tax Claim Bureau.

B. The PROVIDER further agrees, as a specific condition of this contract, that it shall remain current on all of the taxes it owes to the COUNTY. Should the PROVIDER become delinquent on any taxes it owes to the COUNTY during the term of this contract, the PROVIDER may be deemed to be in breach of this contract by the COUNTY and, in addition to any other remedies at law for such breach, the PROVIDER hereby specifically agrees and authorizes the COUNTY to apply all funds when due to the PROVIDER directly to the taxes owed to the COUNTY until said taxes are paid in full.

C. In the event the PROVIDER becomes delinquent, it hereby authorizes the COUNTY to make payments to the taxing authority for the COUNTY to bring the PROVIDER'S county taxes current.

VII. UNDUE INFLUENCE

The PROVIDER agrees not to hire any COUNTY Personnel who may exercise or has exercised discretion in the awarding, administration, or continuance of this contract for up to and including one year following the termination of the employee from COUNTY service. Failure to

abide by this provision shall constitute a breach of this contract.

VIII. CONFLICT OF INTEREST

The PROVIDER agrees to notify in writing the COUNTY as soon as the PROVIDER learns that:

A. A current employee of the COUNTY has commenced, or is intending to commence, employment with PROVIDER while continuing to maintain COUNTY employment, or

B. A current employee of the COUNTY has performed, or is intending to perform, services to the PROVIDER as an independent contractor while continuing to maintain COUNTY employment. Any written notice required to be given under this section shall specify the COUNTY employee's name, the nature of the COUNTY employee's employment, or the subject of the COUNTY employee's contract with the PROVIDER and the date on which the COUNTY employee's employment or contract with PROVIDER commenced.

IX. BREACH OF CONTRACT

A. The PROVIDER agrees that any breach of performance, of any covenant, representation, or warranty, indemnity, or condition, or attached appendices, shall constitute default of this contract.

B. When a breach of this contract has occurred, the COUNTY, in the exercise of its discretion, may allow PROVIDER a specified period of time to correct its breach of the contract.

C. If PROVIDER does not correct its violations of the contract as specified, COUNTY may terminate the contract in whole or in part if such partial termination is in the best interest of the COUNTY.

X. CONFIDENTIALITY

A. The PROVIDER and the COUNTY, their agents and employees shall perform their respective obligations under this contract in such manner as to insure that records, names, and identities of persons to whom services are or have been provided, shall remain confidential except as disclosure is permitted or required by law. Photographs, videos, and/or recordings, which in any way identify clients, shall not be released without the written consent of the legally responsible party, and the COUNTY representative.

B. Termination of this Contract for any reason shall not relieve the PROVIDER of

any of PROVIDER'S obligations as stated in this paragraph.

XI. NON-DISCRIMINATION CLAUSE

In carrying out the terms of this contract, both parties agree not to discriminate against any employee or client or other person on account of race, color, religion, gender, national origin, age, marital status, political affiliation, sexual orientation, gender identity or expression, or physical or mental disabilities as set forth in the Americans With Disabilities Act of 1990. PROVIDER and COUNTY shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, any pertinent Executive Order of the Governor and with all laws prohibiting discrimination in hiring or employment opportunities.

The provisions of this section must also be included in any sub-contract PROVIDER enters into to perform the scope of this contract.

XII. INDEMNIFICATION AND HOLD HARMLESS

A. The PROVIDER shall indemnify and hold harmless the COUNTY 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 for whatsoever kind or nature, resulting from:

1. Breach of the contract by PROVIDER;
2. Professional error or omission, fault, or negligence by PROVIDER or any one acting under its direction, control of or on its behalf in connection with or incident to its performance of this contract; and
3. General public liability claim arising in connection with the business or activities of PROVIDER which pertains to this contract.

B. If any claim is made against COUNTY which would give rise to a right of indemnification by COUNTY from PROVIDER, COUNTY will give notice thereof to PROVIDER. The COUNTY may permit the PROVIDER to assume the defense of any such claim, or any litigation resulting therefrom. Counsel for PROVIDER, which will conduct the defense of such claim or litigation, must be approved by COUNTY, whose approval will not unreasonably be withheld. If COUNTY consents to permit PROVIDER 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 of the other party, which consent will not unreasonably be withheld. The parties shall cooperate fully with each other and make available to COUNTY all pertinent information under its control.

C. It is expressly understood by PROVIDER 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 PROVIDER.

XIII. INSURANCE

A. The PROVIDER shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this contract, insurance in the types and limits specified below. In addition to the insurance coverage and limits specified herein, the PROVIDER 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.

b. If PROVIDER is a Medical Professional, PROVIDER shall ensure that all conditions are met for eligibility for MCARE Fund coverage.

c. Coverage for occurrences happening during the performance of services required under this contract 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. PROVIDER 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.
 - \$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 upon execution of the contract by PROVIDER, and provided to COUNTY thirty (30) days prior to expiration. If the term of this contract coincides with the term of the PROVIDER'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 as Additional Insured party thereunder; and a provision that at least thirty (30) calendar days prior written notice be given to the COUNTY in the event coverage is canceled or non-renewed or coverage reduced.

D. If the PROVIDER desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY 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 the PROVIDER'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 the PROVIDER fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.

F. PROVIDER 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 contract.

G. Any modification or waiver of the insurance requirements contained in this section shall be set forth in Appendix 'C'.

XIV. INDEPENDENT CONTRACTOR

A. The PROVIDER is deemed an Independent Contractor and shall not during the term of this contract assign, subcontract, transfer, or otherwise delegate all or part of its obligations or responsibilities without prior written approval of the COUNTY. No relationship of employer-employee is intended nor created by this contract, it being understood that PROVIDER shall render services to the COUNTY on an independent contractor basis. PROVIDER is not entitled to any benefits from the COUNTY including but not limited to compensation other than that set forth in the 'Compensation' section, Worker's Compensation, unemployment insurance or benefits, retirement benefits, pension benefits, Social Security or disability benefits, and professional liability insurance and/or deductibles. PROVIDER expressly agrees and acknowledges that the COUNTY will deduct no employment taxes from any compensation paid to PROVIDER and that PROVIDER will be responsible for the payment of all taxes whatsoever in connection with any compensation received from the COUNTY.

B. The PROVIDER further agrees and acknowledges that PROVIDER is not authorized under the terms of this contract to bind the COUNTY in any contractual undertakings with any third parties as a result of the within contract and PROVIDER will not make any representation that it is capable of binding the COUNTY.

XV. MODIFICATION

This document and all attachments which have been incorporated by reference contain all the terms, provisions, and conditions of this contract. No term or provision may be unilaterally modified or amended. Any alteration, variation, modification, or waiver of a provision of this contract shall be valid only when reduced to writing, duly signed by the parties of this contract, and attached to the original of the contract.

XVI. REPORT

A. COUNTY may require PROVIDER to supply to COUNTY reports in the manner, at the times and in the form as prescribed by COUNTY.

B. If a final report or study is delivered to COUNTY pursuant to this contract, a copy of the final report or study shall be provided directly by the PROVIDER to the Board of Commissioners. PROVIDER agrees to present publicly the final report or study should a committee of the Board of Commissioners so desire.

XVII. NOTICES

A. Any notices required to be given pursuant to the terms and provisions hereof shall either be served in person, evidenced by a signed and dated receipt, by facsimile transmission, or by depositing such notice in the United States mail, certified, with certification and postage charges prepaid. In the event of service of notice upon either party pursuant to the terms of this paragraph, their respective facsimile transmission numbers and addresses are as follows:

PROVIDER:

Maria Berral
51 W End Trl, Unit 404
Macungie, PA 18062
Phone: (484) 641.7595

COUNTY:

County of Lehigh, Court Administration
Attn: Kerry Turtzo, Court Administrator
455 West Hamilton Street
Allentown, PA 18101-2401
Phone: (610) 782.3160
Fax: (610) 871.2799

B. The PROVIDER shall notify the COUNTY in writing prior to changes in the PROVIDER'S location, mailing address, phone number, facsimile number, or name.

XVIII. PENNSYLVANIA CERTIFICATION

The PROVIDER shall provide annually, upon renewal, copies of required certifications or licenses. The PROVIDER shall notify the COUNTY in writing within five (5) working days of any loss of its Pennsylvania certification or licensure for any of the services being provided to the COUNTY. Upon notification of any loss of certification/licensor for any of the services

being provided to the COUNTY, the COUNTY may terminate this contract immediately.

XIX. PROFESSIONALISM

It is contemplated, expected and understood by the parties that PROVIDER will execute and perform the services to be provided to COUNTY in a professional and ethical manner. All work performed or managed by PROVIDER must be of the highest quality and should conform to all standards, safety guidelines, and design conditions as may be imposed by legitimate regulatory organizations, including governmental agencies and municipalities. All services to be performed under this Contract shall be performed in the most cost-effective manner while still achieving the objectives of COUNTY.

XX. AUDIT

A. The PROVIDER shall maintain and retain all books, documents, papers, and records of the PROVIDER which are related to the performance of this contract or payment under this contract for a period of seven (7) years following final performance under this contract. The record shall properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Contract. If PROVIDER is not a public body, PROVIDER agrees to maintain records which comply with the nationally accepted uniform Standards of Accounting and Financial reporting for Voluntary Health and Welfare Organization.

B. The Lehigh County Controller, or any of his/her duly authorized representatives shall, at reasonable times, during the term of this contract and until seven (7) years after the final performance under this contract, have access to and the right to examine any books, documents, papers, and records of the PROVIDER which are related to the performance of this contract or payment under this contract for compliance, performance or evaluation.

C. PROVIDER shall provide to the COUNTY an audit of the financial transactions and/or units of service of the PROVIDER, by an independent auditor, in accordance with the accepted and required auditing standards of COUNTY. Cost of such audit shall be borne by the PROVIDER.

XXI. PROVIDER RESPONSIBILITY PROVISIONS

A. PROVIDER certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the PROVIDER cannot so certify, then it agrees to submit along with the bid/proposal a written explanation of why such certification cannot be made.

B. If PROVIDER enters into subcontracts or employs under this contract any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this contract or any extension or renewals thereof, the COUNTY shall have the right to require the PROVIDER to terminate such subcontracts or employment.

C. The PROVIDER agrees to reimburse the COUNTY for the reasonable costs of investigation incurred by the Office of Inspector General for investigation of the PROVIDER'S compliance with the terms of this or any other contract between the PROVIDER and the Commonwealth which result in the suspension or debarment of the contractor. Such costs shall include, but are not limited to, salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. The PROVIDER shall not be responsible for investigative costs for investigations which do not result in the contractor's suspensions or debarment.

D. The PROVIDER may obtain the current list of suspended and debarred contractors by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Phone: (717) 783-6472
Fax: (717) 787-9138

XXII. CONFIDENTIAL INFORMATION

The PROVIDER has not included confidential or proprietary information or trade secrets as part of any submission to COUNTY. If the PROVIDER has determined that it must divulge such information as part of any submission to COUNTY, the PROVIDER submitted to COUNTY a signed written statement to that effect in accordance with 65 P.S. §67.707(b) and additionally provided a redacted version of its submission, which removed only the confidential or proprietary information and trade secrets for public disclosure purposes.

XXIII. RIGHT-TO-KNOW

A. PROVIDER understands that this Agreement and records related to or arising out of this Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. Sections 67.101-3104, ("RTKL").

B. If the COUNTY needs PROVIDER's assistance in any matter arising out of the

RTKL related to this Agreement, COUNTY shall notify PROVIDER using the legal contact information provided in this Agreement. PROVIDER, at any time, may designate a different contact for such purpose upon reasonable prior written notice to COUNTY.

C. Upon written notification from the COUNTY that it requires PROVIDER's assistance in responding to a request under the RTKL for information related to this Agreement that may be in PROVIDER's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), PROVIDER shall:

1. Provide the COUNTY, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in PROVIDER's possession arising out of this Agreement that the COUNTY reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the COUNTY may reasonably request, in order to comply with the RTKL with respect to this Agreement.

D. If PROVIDER considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that PROVIDER considers exempt from production under the RTKL, PROVIDER must notify the COUNTY and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of PROVIDER explaining why the requested material is exempt from public disclosure under the RTKL.

E. The COUNTY will rely upon the written statement from PROVIDER in denying a RTKL request for the Requested Information unless the COUNTY determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the COUNTY determine that the Requested Information is clearly not exempt from disclosure, PROVIDER shall provide the Requested Information within five (5) business days of receipt of written notification of the COUNTY's determination.

F. If PROVIDER fails to provide the Requested Information within the time period required by these provisions, PROVIDER shall indemnify and hold the COUNTY harmless for any damages, penalties, costs, detriment or harm, including attorney's fees, that the COUNTY may incur as a result of PROVIDER's failure, including any statutory damages assessed against the COUNTY.

G. The COUNTY will reimburse PROVIDER for costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records.

H. PROVIDER may file a legal challenge to any COUNTY decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, PROVIDER shall indemnify the COUNTY for any attorney's fees and costs incurred by the COUNTY as a result of such a challenge and shall hold the COUNTY harmless for any damages, penalties, costs, detriment or harm that the COUNTY may incur as a result of PROVIDER's actions, including any statutory damages assessed against the COUNTY, regardless of the outcome of such legal challenge. As between the parties, PROVIDER agrees to waive all rights or remedies that may be available to it as a result of the COUNTY's disclosure of Requested Information pursuant to the RTKL.

I. PROVIDER agrees to comply with any final decision of either the Office of Open Records or the Pennsylvania Unified Judicial System concerning RTKL related matters.

J. PROVIDER's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as PROVIDER has Requested Information in its possession.

XXIV. INTERPRETATION

The PROVIDER agrees to waive the general rule of interpretation that "in the event of any ambiguity or issue of construction, the same will be resolved against the drafter of the document." It is declared to be the intention of the PROVIDER and the COUNTY that the public health, safety and welfare be protected and furthered by the contract. Therefore, this contract is to be interpreted in such manner as to favor such public interest as opposed to any private interest.

XXV. GOVERNING LAW

The contract shall be governed by the laws of the Commonwealth of Pennsylvania including matters of construction, validity, and performance and any action filed in connection with this contract shall be filed in the Court of Common Pleas of Lehigh County.

XXVI. SEVERABILITY

In the event any provision hereof is declared null and void by a court of law, the remaining provisions of this Contract shall remain in full force and effect.

XXVII. ENTIRE CONTRACT

This contract constitutes the entire understanding of the parties hereto. It supersedes any and all prior written or oral understanding between the parties, and no changes, amendments, or

alterations shall be effective unless in writing and signed by both parties and only to the extent therein set forth. No waiver of the breach of any term or condition of the contract shall be deemed to constitute the waiver of any breach of the same or any other term or condition.

IN WITNESS WHEREOF, the parties hereto have executed the within contract by their officials hereunto duly authorized;


PROVIDER
(affix seal)

MARIA BERRAL

Witness 

By: 

 Date

Print Name: 

Title: 

COUNTY OF LEHIGH
(affix seal)

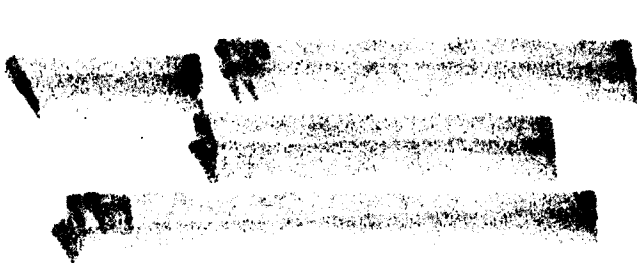
Witness _____

PHILLIPS M. ARMSTRONG
COUNTY EXECUTIVE

Date

APPENDIX A
SCOPE OF SERVICES

The PROVIDER shall perform interpretation/translation services for the COUNTY on behalf of the Thirty-First Judicial District of the Commonwealth of Pennsylvania at the time and places as requested by the Court.



APPENDIX B COMPENSATION

The PROVIDER shall be compensated for services as follows:

| | |
|---|---------------|
| One half-day session (8:30 am-12:30 pm or 1:00 pm -5:00 pm): | \$125.00 |
| Full day: | \$250.00 |
| Evening session (begins at 5:00 p.m.): (paid by the hour in one hour increments) | \$ 40.00/hour |

No weekend or holiday sessions.

If PROVIDER travels to a Magisterial District Justice Office, a court in another County, or outside location to interpret, mileage costs will be paid at the prevailing federal rate, together with tolls.

PROVIDER will be reimbursed for parking costs while assigned. A receipt from the parking lot is required for reimbursement.

The maximum compensation to be paid pursuant to this contract shall not exceed Fifty Thousand and xx/100 Dollars (\$50,000.00), annually.

PROVIDER shall submit a monthly invoice within thirty (30) days after the last day of the invoiced month that shall clearly reflect the time spent and the services performed.

APPENDIX C
AMENDMENTS AND SPECIAL PROVISIONS

1. Section XIII. (Insurance), subparagraph A.1, is deleted and replaced with the following:

“1. Professional Liability Insurance shall be provided for PROVIDER by the COUNTY for services performed under this contract with the following limits: Each claim One Million Dollars (\$1,000,000.00) and One Million Dollars (\$1,000,000.00) in the aggregate.”

2. Section XIII. (Insurance), subparagraph A, the following are not applicable:
 2. General Liability Insurance;
 3. Worker’s Compensation and Employer’s Liability Insurance;
 5. Umbrella Excess Liability; and
 6. Abuse/Sexual Molestation and Corporate Punishment Liability Insurance.

3. Section XIII. (Insurance), subparagraph A.4.a (Automobile Insurance Liability), is replaced with:

“a. Limit of Liability: \$100,000/\$300,000 per occurrence combined single limit for bodily injury and \$100,000 property damage liability.”

4. Section XIII. (Insurance), subparagraph C, is hereby Waived.
5. Section XX. (Audit), is not applicable.

**COUNTY OF LEHIGH, PENNSYLVANIA
RESOLUTION NO. 2019 - 71
SPONSORED BY COMMISSIONER ZANELLI
REQUESTED DATE: OCTOBER 1, 2019**

**APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH SANDRA SINCLAIR**

WHEREAS, §801.1(B) of the Administrative Code of the County of Lehigh (County) requires resolution approval for nonbid professional service agreements over ten thousand dollars (\$10,000.00); and

WHEREAS, Court Administration requests that the County enter into an amended agreement with Sandra Sinclair, to provide interpretation/translation services for the Thirty-First Judicial District of the Commonwealth of Pennsylvania.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH, PENNSYLVANIA THAT:

1. The proposed amendment to the agreement for professional services with Sandra Sinclair marked Exhibit "A" attached hereto and made a part hereof by this reference, is hereby approved.

2. 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 Resolution.

3. Any resolution or part of resolution conflicting with the provisions of this resolution is hereby repealed insofar as the same affects this resolution.

resolution is hereby repealed insofar as the same affects this resolution.

4. The County Executive shall distribute copies of this resolution to the proper officers and other personnel whose further action is required to achieve the purpose of this resolution.

ADOPTED BY THE LEHIGH COUNTY BOARD OF COMMISSIONERS

on the _____ day of _____, 2019, by the following vote:

Commissioners

AYE

NAY

Geoff Brace
Nathan Brown
Percy H. Dougherty
Marc Grammes
Dan Hartzell
Amanda Holt
Marty Nothstein
Brad Osborne
Amy Zanelli

ATTEST: _____
Clerk to the Board of Commissioners

Contract Number:

Copy ID#: _____

Completed: _____

COUNTY OF LEHIGH

AMENDMENT OF

CONTRACT FOR PROFESSIONAL SERVICES

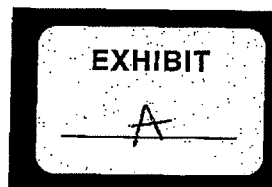
PURPOSE OF CONTRACT: To provide interpretation/translation services for the
Thirty-First Judicial District of the Commonwealth of Pennsylvania.

AWARDED TO: Sandra Sinclair

BEGINNING DATE OF ORIGINAL CONTRACT: August 1, 2019

Social Security No.:

Telephone: (610) 432-3297



This amendment of the Contract for Professional Services is made and entered into this _____ day of _____, 2019 by and between **COUNTY OF LEHIGH**, a Home Rule County of the third class, with offices at 17 South Seventh Street, Allentown, PA, 18101-2401 hereinafter referred to as the COUNTY, and **SANDRA SINCLAIR**, with a mailing address of 202 N. 27th Street, Allentown, PA 18104, hereinafter referred to as the PROVIDER.

WITNESSETH,

WHEREAS, COUNTY and PROVIDER entered into an Agreement with a beginning date of August 1, 2019 and under which PROVIDER agreed to provide interpretation/translation services for the Thirty-First Judicial District of the Commonwealth of Pennsylvania; and

WHEREAS, the parties desire to amend the contract as set forth herein.

NOW THEREFORE, the COUNTY and the PROVIDER, in consideration of the obligations herein undertaken and intending to be legally bound, hereby agree as follows:

1. Appendix B. (Compensation), the first paragraph is hereby deleted and replaced with the following:

The PROVIDER shall be compensated for services as follows:

| | |
|---|-------------|
| Hourly Rate: (if less than half-day session) | \$60.00/hr |
| One half-day or session (8:30 am-12:30 pm or 1:00 pm-5:00 pm): | \$175.00 |
| Full day: | \$325.00 |
| Evening Session (Extends beyond 5:00 p.m.) (paid by the hour in one hour increments) | \$ 60.00/hr |

2. In all other respects the parties ratify and confirm the terms and conditions of the original contract intending to be bound thereby.

[SIGNATURE PAGE TO FOLLOW]

3



**COUNTY OF LEHIGH, PENNSYLVANIA
RESOLUTION NO. 2019 - 72
SPONSORED BY COMMISSIONER ZANELLI
REQUESTED DATE: OCTOBER 1, 2019**

**APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH
SAMMUEL VELAZQUEZ FOR INTERPRETATION/TRANSLATION
SERVICES**

WHEREAS, §801.1(B) of the Administrative Code of the County of Lehigh requires resolution approval for nonbid professional service agreements over ten thousand dollars (\$10,000.00); and

WHEREAS, Court Administration requests that the County of Lehigh enter into an agreement with Sammuel Velazquez to provide interpretation/translation services for the Thirty-First Judicial District of the Commonwealth of Pennsylvania.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
COMMISSIONERS OF THE COUNTY OF LEHIGH, PENNSYLVANIA THAT:**

1. The proposed agreement for professional services with Sammuel Velazquez, marked Exhibit "A" attached hereto and made a part hereof by this reference, are hereby approved.

2. 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 Resolution.

3. Any resolution or part of resolution conflicting with the provisions of this resolution is hereby repealed insofar as the same affects this resolution.

4. The County Executive shall distribute copies of this resolution to the proper officers and other personnel whose further action is required to achieve the purpose of this resolution.

ADOPTED BY THE LEHIGH COUNTY BOARD OF COMMISSIONERS

on the _____ day of _____, 2019, by the following vote:

Commissioners

AYE

NAY

Geoff Brace
Nathan Brown
Percy H. Dougherty
Marc Grammes
Dan Hartzell
Amanda Holt
Marty Nothstein
Brad Osborne
Amy Zanelli

ATTEST: _____
Clerk to the Board of Commissioners

Contract Number:

Copy ID#: _____

Completed: _____

COUNTY OF LEHIGH

CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: To provide interpreting/translation services for the Thirty-First Judicial District of the Commonwealth of Pennsylvania.

AWARDED TO: Sammuel Velazquez

Social Security No:

Telephone:

(484) 714.6303

EXHIBIT

A

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PROFESSIONAL SERVICE CONTRACT

This is a contract between the **COUNTY OF LEHIGH**, a Home Rule County of the third class, with offices at 17 South Seventh Street, Allentown, PA, 18101-2401 hereinafter referred to as the **COUNTY**, and **SAMMUEL VELAZQUEZ**, with a mailing address of 900 Mickley Road, Apt X2-3, Whitehall, PA 18052, hereinafter referred to as the **PROVIDER**.

WITNESSETH,

WHEREAS, the **COUNTY** wishes to purchase, and the **PROVIDER** wishes to furnish the services cited below according to all applicable Federal, State, and Local Laws; and,

WHEREAS, the existing contract shall be in effect until Board of Commissioners approval via Resolution is adopted; and

WHEREAS, the services referred to are professional in nature;

NOW THEREFORE, the **COUNTY** and the **PROVIDER**, in consideration of the obligations herein undertaken and intending to be legally bound, hereby agree as follows:

I. SCOPE OF SERVICES

A. The **PROVIDER** shall provide the following services: interpretation/translation services for the Thirty-First Judicial District of the Commonwealth of Pennsylvania.

B. These services and the requirements for their provision are set forth more fully in Appendix 'A' attached hereto and incorporated as if set forth in full.

II. TERM OF CONTRACT

A. The contract shall become effective when executed by the Lehigh County Executive according to the date parameters as stated below:

Beginning Date: July 25, 2019

Termination Date: July 31, 2020

B. The contract may be terminated by either party upon default of agreed terms as herein stated, in writing and providing thirty days notification. Should the **PROVIDER** lose its license or certification the contract may be terminated immediately by the **COUNTY**. **COUNTY** may terminate this contract with or without cause, by providing thirty days written notice to the

PROVIDER. The County Executive is authorized to terminate any contract with the PROVIDER pursuant to the provisions of this sub-paragraph.

C. COUNTY shall be liable only for payments due the PROVIDER as set forth in this Contract up to and including the date of termination.

D. This contract may be extended for **TWO (2)** additional terms of one (1) year (each) upon the same terms and conditions and the written agreement of both the COUNTY and PROVIDER. Any renewal must be in writing and signed by both parties. This agreement may only be extended beyond its initial term by the County Executive, the President Judge of the 31st Judicial District, the Board, or any independently elected official if each additional term is approved by resolution of the Board. Without such approval the contract shall not extend beyond its last term approved by the Board.

E. The PROVIDER and the COUNTY hereby agree the COUNTY may assign any or all of its rights and delegate any or all of its obligations or responsibilities under this Contract upon twenty (20) days written notice to PROVIDER in the manner set forth in Article XVII of this Contract.

F. The PROVIDER and the COUNTY hereby agree that PROVIDER cannot assign any or all of its rights or delegate any or all of its obligations or responsibilities under this Contract without the COUNTY's prior written authorization.

III. COMPENSATION

A. The COUNTY shall pay for the services rendered by the PROVIDER, according to the provisions which are identified in Appendix 'B' attached hereto and incorporated by this reference as if set forth in full.

B. The PROVIDER hereto agrees that any and all payments due from the COUNTY as required under the terms of this contract, are contingent upon the availability of the appropriated funds. If any or all of the funds which are due to the PROVIDER emanate from State or Federal sources, payment is also contingent upon the COUNTY receiving such moneys from the State or Federal Government.

C. PROVIDER explicitly agrees that it will not submit to COUNTY any false claim, as defined in the False Claims Act, 31 U.S.C. § 3729 et seq.

D. With respect to any billing, COUNTY reserves the right to withhold payment for any portion of any statement in which it asserts that a discrepancy exists, which discrepancy should be corrected by a new statement. In such instances, COUNTY may withhold payment

only for that portion of the statement with which it disagrees. Further, it shall be the duty of COUNTY to notify PROVIDER of any such disagreement or discrepancy as soon as possible.

IV. SCHEDULE OF ATTACHMENTS

The PROVIDER shall be bound by the following appendices attached hereto, incorporated herein as if set forth in full:

- Appendix A - Scope of Services
- Appendix B - Compensation
- Appendix C - Amendments and Special Provisions

V. COVENANTS, REPRESENTATIONS AND WARRANTIES

A. The COUNTY covenants, represents, and warrants:

1. The person or persons signing on behalf of the COUNTY are duly authorized to do so.
2. That this contract is entered into by the Lehigh County Executive pursuant to his authority under section 402(j) of the Lehigh County Home Rule Charter.
3. That the COUNTY is in compliance with all applicable federal, state and local laws especially, but without limitation to all statutes, ordinances, rules, and regulations governing any and all federal and state funding of the contract.
4. That if the representations in subparagraphs 2 or 3 above should at any time hereafter become incorrect, the COUNTY will promptly take all steps to correct the noncompliance.

B. The PROVIDER covenants, represents and warrants:

1. The person or persons signing on behalf of the PROVIDER are duly authorized to do so.
2. That the PROVIDER is entering into this contract either in the ordinary course of its business activities or pursuant to a resolution of its Board of Directors (or other governing body) validly called and held. If requested, the resolution, including in it the names and positions of the persons authorized to sign this contract, shall be forwarded to the County upon the signing of this contract.

3. That the PROVIDER now complies with and will continue to comply with for the duration of this contract, all applicable law in its business and activities which pertain to the performance or funding of this contract, including, without limitation, the following:

- a. The Fair Labor Standards Act, the Labor Management Relations Act (Taft-Hartley); and the Labor Management and Reporting and Disclosure Act (Landrum-Griffin).
- b. Occupational Safety and Health Act, and OSHA regulations thereunder.
- c. Worker's Compensation Laws.
- d. The Environmental Protection Act, EPA regulation and the laws and regulations administered by the Pennsylvania Department of Environmental Resources.
- e. Title VII of the Civil Rights Act of 1964, all EEOC regulations and all laws relating to equal employment opportunity.
- f. The Equal Pay for Equal Work Law and all other laws relating to sex discrimination.
- g. The Federal Age Discrimination in Employment Act and any amendments thereto, 29 Section 620 et seq., especially the 1978 amendments thereto, Public 95-256, Section 1 et seq., Act of April 6, 1978, 92 Statute 189 and hereby states that it will not mandate the retirement of any employee on the basis of age, or for any other reason prohibited by the aforesaid act.
- h. The Older Americans Act of 1965 as amended (P.L. 89-73, Section 1, Stat. 219) and the Administrative Code of 1929 as amended by Act 1978-7 (P.L. 177, No. 175) and all regulations promulgated thereunder.
- i. Those laws relating to the fiscal management and accounting of public funds. The COUNTY, in its sole discretion, shall have the privilege of examining and or auditing the records of the PROVIDER which pertain to this contract to ascertain or verify compliance with this subparagraph.

- j. The Americans with Disabilities Act.
- k. The Immigration, Reform, and Control Act of 1986.
- l. The Pro-Children Act of 1994.
- m. The False Claims Act, 31 U.S.C. § 3729 et seq.
- n. Reports by business entities as required by 25 P.S. §3260a, P.L. 893, Act No. 171 of 1978, as amended July 11, 1980, P.L. 649, No. 134, §6. PROVIDER shall submit to COUNTY a copy of the list filed with the Secretary of the Commonwealth on an annual basis, within thirty (30) days of the filing or March 1st, whichever date is first.
- o. Disclosures required by Section 801.5 (Open and Public Process) of the Lehigh County Administrative Code, a copy of which PROVIDER acknowledges has been provided to it. The PROVIDER shall agree that Contributions will not be made which would render the PROVIDER ineligible to be considered for the contract. The contract shall require that the PROVIDER disclose any Contribution made by the PROVIDER, subcontractor or Consultant to any Candidate for Elective County Office or to an Incumbent during the term of the contract and for one (1) year thereafter. Such disclosures shall be made in writing on a form provided by the COUNTY, and shall be delivered to the COUNTY, within (5) business days of the Contribution. This COUNTY disclosure form shall be delivered by the PROVIDER to the COUNTY contact person identified in the contract, who shall forward copies to the Clerk to the Board of Commissioners, the Controller and the County Fiscal Officer.

4. The PROVIDER acknowledges that in the event there is any violation of applicable laws or regulations by the PROVIDER, the COUNTY may deem the violation to be a breach of this contract by the PROVIDER.

5. The PROVIDER agrees that no employee, board member, or representative of the PROVIDER, either personally, or through an agent, shall solicit the referral of clients to any facility in a manner, which offers or implies an offer of rebate to persons referring clients or other fee-splitting inducements. This applies to consents of fee schedules, billing methods, or personal solicitation. No person or entity involved in the referral of clients may receive payment or other inducement by a facility or its representatives. The PROVIDER shall substantially include the language of this Paragraph in each subcontract under this

Contract.

6. The PROVIDER agrees that all experimentation with human subjects involving physical or mental risk to those subjects shall be prohibited without the prior written approval of the Secretary of the Department of Health, subject to all applicable laws, statutes and regulations, and voluntary, informed consent of the subject in writing. If the subject is a minor, or incompetent, a voluntary, informed consent of his/her parents or legal guardian shall be required.

7. The PROVIDER is duly organized, validly existing, and in good standing under the laws of Pennsylvania and the state in which the PROVIDER is organized as previously noted in the Opening Paragraphs of this Contract.

8. That PROVIDER, as a condition precedent to payment, shall upon request of COUNTY promptly furnish evidence of compliance of any sub-paragraph herein.

VI. TAXES

A. The PROVIDER hereby certifies, as a condition precedent to the execution of this contract and as an inducement for the COUNTY to execute same, that it is not "delinquent" on any taxes owed to the COUNTY. "Delinquent" is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Lehigh County Tax Claim Bureau.

B. The PROVIDER further agrees, as a specific condition of this contract, that it shall remain current on all of the taxes it owes to the COUNTY. Should the PROVIDER become delinquent on any taxes it owes to the COUNTY during the term of this contract, the PROVIDER may be deemed to be in breach of this contract by the COUNTY and, in addition to any other remedies at law for such breach, the PROVIDER hereby specifically agrees and authorizes the COUNTY to apply all funds when due to the PROVIDER directly to the taxes owed to the COUNTY until said taxes are paid in full.

C. In the event the PROVIDER becomes delinquent, it hereby authorizes the COUNTY to make payments to the taxing authority for the COUNTY to bring the PROVIDER'S county taxes current.

VII. UNDUE INFLUENCE

The PROVIDER agrees not to hire any COUNTY Personnel who may exercise or has exercised discretion in the awarding, administration, or continuance of this contract for up to and including one year following the termination of the employee from COUNTY service. Failure to

abide by this provision shall constitute a breach of this contract.

VIII. CONFLICT OF INTEREST

The PROVIDER agrees to notify in writing the COUNTY as soon as the PROVIDER learns that:

A. A current employee of the COUNTY has commenced, or is intending to commence, employment with PROVIDER while continuing to maintain COUNTY employment, or

B. A current employee of the COUNTY has performed, or is intending to perform, services to the PROVIDER as an independent contractor while continuing to maintain COUNTY employment. Any written notice required to be given under this section shall specify the COUNTY employee's name, the nature of the COUNTY employee's employment, or the subject of the COUNTY employee's contract with the PROVIDER and the date on which the COUNTY employee's employment or contract with PROVIDER commenced.

IX. BREACH OF CONTRACT

A. The PROVIDER agrees that any breach of performance, of any covenant, representation, or warranty, indemnity, or condition, or attached appendices, shall constitute default of this contract.

B. When a breach of this contract has occurred, the COUNTY, in the exercise of its discretion, may allow PROVIDER a specified period of time to correct its breach of the contract.

C. If PROVIDER does not correct its violations of the contract as specified, COUNTY may terminate the contract in whole or in part if such partial termination is in the best interest of the COUNTY.

X. CONFIDENTIALITY

A. The PROVIDER and the COUNTY, their agents and employees shall perform their respective obligations under this contract in such manner as to insure that records, names, and identities of persons to whom services are or have been provided, shall remain confidential except as disclosure is permitted or required by law. Photographs, videos, and/or recordings, which in any way identify clients, shall not be released without the written consent of the legally responsible party, and the COUNTY representative.

B. Termination of this Contract for any reason shall not relieve the PROVIDER of

any of PROVIDER'S obligations as stated in this paragraph.

XI. NON-DISCRIMINATION CLAUSE

In carrying out the terms of this contract, both parties agree not to discriminate against any employee or client or other person on account of race, color, religion, gender, national origin, age, marital status, political affiliation, sexual orientation, gender identity or expression, or physical or mental disabilities as set forth in the Americans With Disabilities Act of 1990. PROVIDER and COUNTY shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, any pertinent Executive Order of the Governor and with all laws prohibiting discrimination in hiring or employment opportunities.

The provisions of this section must also be included in any sub-contract PROVIDER enters into to perform the scope of this contract.

XII. INDEMNIFICATION AND HOLD HARMLESS

A. The PROVIDER shall indemnify and hold harmless the COUNTY 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 for whatsoever kind or nature, resulting from:

1. Breach of the contract by PROVIDER;
2. Professional error or omission, fault, or negligence by PROVIDER or any one acting under its direction, control of or on its behalf in connection with or incident to its performance of this contract; and
3. General public liability claim arising in connection with the business or activities of PROVIDER which pertains to this contract.

B. If any claim is made against COUNTY which would give rise to a right of indemnification by COUNTY from PROVIDER, COUNTY will give notice thereof to PROVIDER. The COUNTY may permit the PROVIDER to assume the defense of any such claim, or any litigation resulting therefrom. Counsel for PROVIDER, which will conduct the defense of such claim or litigation, must be approved by COUNTY, whose approval will not unreasonably be withheld. If COUNTY consents to permit PROVIDER 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 all pertinent information under its control.

C. It is expressly understood by PROVIDER 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 PROVIDER.

XIII. INSURANCE

A. The PROVIDER shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this contract, insurance in the types and limits specified below. In addition to the insurance coverage and limits specified herein, the PROVIDER 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.

b. If PROVIDER is a Medical Professional, PROVIDER shall ensure that all conditions are met for eligibility for MCARE Fund coverage.

c. Coverage for occurrences happening during the performance of services required under this contract 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. PROVIDER 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.
\$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 upon execution of the contract by PROVIDER, and provided to COUNTY thirty (30) days prior to expiration. If the term of this contract coincides with the term of the PROVIDER'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 as Additional Insured party thereunder; and a provision that at least thirty (30) calendar days prior written notice be given to the COUNTY in the event coverage is canceled or non-renewed or coverage reduced.

D. If the PROVIDER desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY 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 the PROVIDER'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 the PROVIDER fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.

F. PROVIDER 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 contract.

G. Any modification or waiver of the insurance requirements contained in this section shall be set forth in Appendix 'C'.

XIV. INDEPENDENT CONTRACTOR

A. The PROVIDER is deemed an Independent Contractor and shall not during the term of this contract assign, subcontract, transfer, or otherwise delegate all or part of its obligations or responsibilities without prior written approval of the COUNTY. No relationship of employer-employee is intended nor created by this contract, it being understood that PROVIDER shall render services to the COUNTY on an independent contractor basis. PROVIDER is not entitled to any benefits from the COUNTY including but not limited to compensation other than that set forth in the 'Compensation' section, Worker's Compensation, unemployment insurance or benefits, retirement benefits, pension benefits, Social Security or disability benefits, and professional liability insurance and/or deductibles. PROVIDER expressly agrees and acknowledges that the COUNTY will deduct no employment taxes from any compensation paid to PROVIDER and that PROVIDER will be responsible for the payment of all taxes whatsoever in connection with any compensation received from the COUNTY.

B. The PROVIDER further agrees and acknowledges that PROVIDER is not authorized under the terms of this contract to bind the COUNTY in any contractual undertakings with any third parties as a result of the within contract and PROVIDER will not make any representation that it is capable of binding the COUNTY.

XV. MODIFICATION

This document and all attachments which have been incorporated by reference contain all the terms, provisions, and conditions of this contract. No term or provision may be unilaterally modified or amended. Any alteration, variation, modification, or waiver of a provision of this contract shall be valid only when reduced to writing, duly signed by the parties of this contract, and attached to the original of the contract.

XVI. REPORT

A. COUNTY may require PROVIDER to supply to COUNTY reports in the manner, at the times and in the form as prescribed by COUNTY.

B. If a final report or study is delivered to COUNTY pursuant to this contract, a copy of the final report or study shall be provided directly by the PROVIDER to the Board of Commissioners. PROVIDER agrees to present publicly the final report or study should a committee of the Board of Commissioners so desire.

XVII. NOTICES

A. Any notices required to be given pursuant to the terms and provisions hereof shall either be served in person, evidenced by a signed and dated receipt, by facsimile transmission, or by depositing such notice in the United States mail, certified, with certification and postage charges prepaid. In the event of service of notice upon either party pursuant to the terms of this paragraph, their respective facsimile transmission numbers and addresses are as follows:

PROVIDER:

Sammuel Velazquez
900 Mickley Road, Apt X2-3
Whitehall, PA 18052
Phone: (484) 714.6303

COUNTY:

County of Lehigh, Court Administration
Attn: Kerry Turtzo, Court Administrator
455 West Hamilton Street
Allentown, PA 18101-2401
Phone: (610) 782.3160
Fax: (610) 871.2799

B. The PROVIDER shall notify the COUNTY in writing prior to changes in the PROVIDER'S location, mailing address, phone number, facsimile number, or name.

XVIII. PENNSYLVANIA CERTIFICATION

The PROVIDER shall provide annually, upon renewal, copies of required certifications or licenses. The PROVIDER shall notify the COUNTY in writing within five (5) working days of any loss of its Pennsylvania certification or licensure for any of the services being provided to the COUNTY. Upon notification of any loss of certification/licensor for any of the services

being provided to the COUNTY, the COUNTY may terminate this contract immediately.

XIX. PROFESSIONALISM

It is contemplated, expected and understood by the parties that PROVIDER will execute and perform the services to be provided to COUNTY in a professional and ethical manner. All work performed or managed by PROVIDER must be of the highest quality and should conform to all standards, safety guidelines, and design conditions as may be imposed by legitimate regulatory organizations, including governmental agencies and municipalities. All services to be performed under this Contract shall be performed in the most cost-effective manner while still achieving the objectives of COUNTY.

XX. AUDIT

A. The PROVIDER shall maintain and retain all books, documents, papers, and records of the PROVIDER which are related to the performance of this contract or payment under this contract for a period of seven (7) years following final performance under this contract. The record shall properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Contract. If PROVIDER is not a public body, PROVIDER agrees to maintain records which comply with the nationally accepted uniform Standards of Accounting and Financial reporting for Voluntary Health and Welfare Organization.

B. The Lehigh County Controller, or any of his/her duly authorized representatives shall, at reasonable times, during the term of this contract and until seven (7) years after the final performance under this contract, have access to and the right to examine any books, documents, papers, and records of the PROVIDER which are related to the performance of this contract or payment under this contract for compliance, performance or evaluation.

C. PROVIDER shall provide to the COUNTY an audit of the financial transactions and/or units of service of the PROVIDER, by an independent auditor, in accordance with the accepted and required auditing standards of COUNTY. Cost of such audit shall be borne by the PROVIDER.

XXI. PROVIDER RESPONSIBILITY PROVISIONS

A. PROVIDER certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the PROVIDER cannot so certify, then it agrees to submit along with the bid/proposal a written explanation of why such certification cannot be made.

B. If PROVIDER enters into subcontracts or employs under this contract any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this contract or any extension or renewals thereof, the COUNTY shall have the right to require the PROVIDER to terminate such subcontracts or employment.

C. The PROVIDER agrees to reimburse the COUNTY for the reasonable costs of investigation incurred by the Office of Inspector General for investigation of the PROVIDER'S compliance with the terms of this or any other contract between the PROVIDER and the Commonwealth which result in the suspension or debarment of the contractor. Such costs shall include, but are not limited to, salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. The PROVIDER shall not be responsible for investigative costs for investigations which do not result in the contractor's suspensions or debarment.

D. The PROVIDER may obtain the current list of suspended and debarred contractors by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Phone: (717) 783-6472
Fax: (717) 787-9138

XXII. CONFIDENTIAL INFORMATION

The PROVIDER has not included confidential or proprietary information or trade secrets as part of any submission to COUNTY. If the PROVIDER has determined that it must divulge such information as part of any submission to COUNTY, the PROVIDER submitted to COUNTY a signed written statement to that effect in accordance with 65 P.S. §67.707(b) and additionally provided a redacted version of its submission, which removed only the confidential or proprietary information and trade secrets for public disclosure purposes.

XXIII. RIGHT-TO-KNOW

A. PROVIDER understands that this Agreement and records related to or arising out of this Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. Sections 67.101-3104, ("RTKL").

B. If the COUNTY needs PROVIDER's assistance in any matter arising out of the

RTKL related to this Agreement, COUNTY shall notify PROVIDER using the legal contact information provided in this Agreement. PROVIDER, at any time, may designate a different contact for such purpose upon reasonable prior written notice to COUNTY.

C. Upon written notification from the COUNTY that it requires PROVIDER's assistance in responding to a request under the RTKL for information related to this Agreement that may be in PROVIDER's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), PROVIDER shall:

1. Provide the COUNTY, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in PROVIDER's possession arising out of this Agreement that the COUNTY reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the COUNTY may reasonably request, in order to comply with the RTKL with respect to this Agreement.

D. If PROVIDER considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that PROVIDER considers exempt from production under the RTKL, PROVIDER must notify the COUNTY and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of PROVIDER explaining why the requested material is exempt from public disclosure under the RTKL.

E. The COUNTY will rely upon the written statement from PROVIDER in denying a RTKL request for the Requested Information unless the COUNTY determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the COUNTY determine that the Requested Information is clearly not exempt from disclosure, PROVIDER shall provide the Requested Information within five (5) business days of receipt of written notification of the COUNTY's determination.

F. If PROVIDER fails to provide the Requested Information within the time period required by these provisions, PROVIDER shall indemnify and hold the COUNTY harmless for any damages, penalties, costs, detriment or harm, including attorney's fees, that the COUNTY may incur as a result of PROVIDER's failure, including any statutory damages assessed against the COUNTY.

G. The COUNTY will reimburse PROVIDER for costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records.

H. PROVIDER may file a legal challenge to any COUNTY decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts; however, PROVIDER shall indemnify the COUNTY for any attorney's fees and costs incurred by the COUNTY as a result of such a challenge and shall hold the COUNTY harmless for any damages, penalties, costs, detriment or harm that the COUNTY may incur as a result of PROVIDER's actions, including any statutory damages assessed against the COUNTY, regardless of the outcome of such legal challenge. As between the parties, PROVIDER agrees to waive all rights or remedies that may be available to it as a result of the COUNTY's disclosure of Requested Information pursuant to the RTKL.

I. PROVIDER agrees to comply with any final decision of either the Office of Open Records or the Pennsylvania Unified Judicial System concerning RTKL related matters.

J. PROVIDER's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as PROVIDER has Requested Information in its possession.

XXIV. INTERPRETATION

The PROVIDER agrees to waive the general rule of interpretation that "in the event of any ambiguity or issue of construction, the same will be resolved against the drafter of the document." It is declared to be the intention of the PROVIDER and the COUNTY that the public health, safety and welfare be protected and furthered by the contract. Therefore, this contract is to be interpreted in such manner as to favor such public interest as opposed to any private interest.

XXV. GOVERNING LAW

The contract shall be governed by the laws of the Commonwealth of Pennsylvania including matters of construction, validity, and performance and any action filed in connection with this contract shall be filed in the Court of Common Pleas of Lehigh County.

XXVI. SEVERABILITY

In the event any provision hereof is declared null and void by a court of law, the remaining provisions of this Contract shall remain in full force and effect.

XXVII. ENTIRE CONTRACT

This contract constitutes the entire understanding of the parties hereto. It supersedes any and all prior written or oral understanding between the parties, and no changes, amendments, or


alterations shall be effective unless in writing and signed by both parties and only to the extent therein set forth. No waiver of the breach of any term or condition of the contract shall be deemed to constitute the waiver of any breach of the same or any other term or condition.

IN WITNESS WHEREOF, the parties hereto have executed the within contract by their officials hereunto duly authorized;

PROVIDER
(affix seal)


Witness

SAMMUEL VELAZQUEZ


By: 
Print Name: 
Title: 
Date

COUNTY OF LEHIGH
(affix seal)

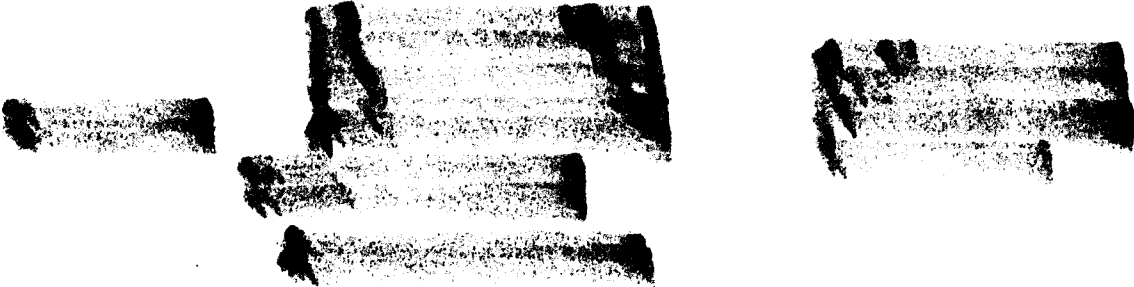
Witness

PHILLIPS M. ARMSTRONG
COUNTY EXECUTIVE

Date

APPENDIX A
SCOPE OF SERVICES

The PROVIDER shall perform interpretation/translation services for the COUNTY on behalf of the Thirty-First Judicial District of the Commonwealth of Pennsylvania at the time and places as requested by the Court.



APPENDIX B COMPENSATION

The PROVIDER shall be compensated for the period of July 25, 2019 through December 31, 2019 for services as follows:

| | |
|---|---------------|
| One half-day session (8:30 am-12:30 pm or 1:00 pm -5:00 pm): | \$150.00 |
| Full day: | \$300.00 |
| Trial one half-day session (8:30 am-12:30 pm or 1:00 pm - 5:00 pm): | \$155.00 |
| Trial full day: | \$310.00 |
| Evening session (begins at 5:00 p.m.): (paid by the hour in one hour increments) | \$ 50.00/hour |

No weekend or holiday sessions.

For the period of January 1, 2020 through July 31, 2020, PROVIDER shall be compensated for services as follows:

| | |
|---|---------------|
| One half-day session (8:30 am-12:30 pm or 1:00 pm -5:00 pm): | \$180.00 |
| Full day: | \$330.00 |
| Evening session (begins at 5:00 p.m.): (paid by the hour in one hour increments) | \$ 60.00/hour |

No weekend or holiday sessions.

If PROVIDER travels to a Magisterial District Justice Office, a court in another County, or outside location to interpret, mileage costs will be paid at the prevailing federal rate, together with tolls.

PROVIDER will be reimbursed for parking costs while assigned. A receipt from the parking lot is required for reimbursement.

A sixty dollar (\$60.00) fee will be charged for any cancellation made within 48 hours of the time of the assignment. No cancellation fee will apply for cancellations made 48 hours or more prior to the time of the assignment.

The maximum compensation to be paid pursuant to this contract shall not exceed Fifty Thousand and xx/100 Dollars (\$50,000.00), annually.

PROVIDER shall submit a monthly invoice within thirty (30) days after the last day of the invoiced month that shall clearly reflect the time spent and the services performed.

APPENDIX C
AMENDMENTS AND SPECIAL PROVISIONS

1. Section XIII. (Insurance), subparagraph A.1, is deleted and replaced with the following:

“1. Professional Liability Insurance shall be provided for PROVIDER by the COUNTY for services performed under this contract with the following limits: Each claim One Million Dollars (\$1,000,000.00) and One Million Dollars (\$1,000,000.00) in the aggregate.”

2. Section XIII. (Insurance), subparagraph A, the following are not applicable:
 2. General Liability Insurance;
 3. Worker’s Compensation and Employer’s Liability Insurance;
 5. Umbrella Excess Liability; and
 6. Abuse/Sexual Molestation and Corporate Punishment Liability Insurance.

3. Section XIII. (Insurance), subparagraph A.4.a (Automobile Insurance Liability), is replaced with:

“a. Limit of Liability: \$15,000/\$30,000 per occurrence combined single limit for bodily injury and \$25,000 property damage liability.”

4. Section XIII. (Insurance), subparagraph C, is hereby Waived.
5. Section XX. (Audit), is not applicable.

**COUNTY OF LEHIGH, PENNSYLVANIA
RESOLUTION NO. 2019 - 73
SPONSORED BY COMMISSIONER BRACE
REQUESTED DATE: OCTOBER 3, 2019**

A RESOLUTION DECLARING THAT IT IS DESIRABLE FOR THE HEALTH, SAFETY AND WELFARE OF THE PEOPLE IN THE AREA SERVED BY LEHIGH VALLEY NETWORK, INC. AND CERTAIN OF ITS AFFILIATES FOR THE LEHIGH COUNTY GENERAL PURPOSE AUTHORITY TO UNDERTAKE A PROJECT INVOLVING THE ISSUANCE OF LEHIGH COUNTY GENERAL PURPOSE AUTHORITY HOSPITAL REVENUE BONDS (LEHIGH VALLEY HEALTH NETWORK) AND TO UNDERTAKE OTHER PROJECTS INVOLVING LEHIGH VALLEY HEALTH NETWORK, INC. AND CERTAIN OF ITS AFFILIATES; AND REPEALING ALL PRIOR INCONSISTENT RESOLUTIONS.

WHEREAS, Lehigh Valley Health Network, Inc. ("LVHN"), and certain of its affiliates including Lehigh Valley Hospital, Inc., Lehigh Valley Hospital – Schuylkill, Northeastern Pennsylvania Health Corporation d/b/a Lehigh Valley Hospital – Hazleton, Schuylkill Rehabilitation Center, Inc. d/b/a Lehigh Valley Health Network Rehabilitation Center – Schuylkill, Pocono Health System and Pocono Medical Center d/b/a Lehigh Valley Hospital – Pocono (collectively, with LVHN, the "Borrowers"), have requested the Lehigh County General Purpose Authority (the "Authority") to issue, in accordance with a plan of finance, up to \$650,000,000 in aggregate principal amount of its bonds to be designated as its "Hospital Revenue Bonds (Lehigh Valley Health Network)", in one or more series issued at the same or different times (the "Bonds"); and

WHEREAS, the proceeds of the Bonds will be used to finance the costs of a project (the "Project") consisting generally of: (a) the financing, refinancing or reimbursement of the costs of the acquisition, construction, renovation and equipping of certain healthcare facilities of the Borrowers located at various sites in Lehigh, Luzerne, Monroe and Northampton Counties, including but not limited to, the construction of a 120,000 square foot expansion to the Lehigh Valley Hospital - Cedar Crest Campus emergency department located in Lehigh County, the construction of the first phase of a new health campus just off Route 33 along Hecktown Road in Lower Nazareth Township in Northampton County and the modernization of the Hazleton Hospital in the City of Hazleton, Luzerne County; (b) the current refunding of certain indebtedness of one or more of the Borrowers, and bonds issued for their benefit, including all or a portion of (i) the Authority's Hospital Revenue Bonds (Lehigh Valley Health Network) Series A of 2005, Series B of 2008 and Series C of 2008, Series A of 2011, Series A of 2012, Series B of 2015; (ii) the Monroe County Hospital Authority's Hospital Revenue Bonds (Lehigh Valley Health Network) Series A of 2017 and (iii) the Health Services Authority of Hazleton Revenue Note

(Hazleton General Hospital Project) Series of 2012; (c) the funding of any required reserves and capitalized interest for the Bonds; and (d) the payment of costs of issuance for the Bonds; and

WHEREAS, the Authority is a body corporate and politic organized by the County of Lehigh under the provisions of the Pennsylvania Municipal Authorities Act, 53 Pa. C.S.A. § 5601 et seq., Act 22 of 2001, effective June 19, 2001, which codifies and amends the Municipality Authorities Act of 1945, as amended and supplemented (the "Act"); and

WHEREAS, the Act specifies, inter alia, that the purpose of the Authority shall be for "... acquiring, holding, constructing, financing, improving, maintaining and operating, owning, leasing, either in the capacity of lessor or lessee, projects — including 'hospitals' and 'health centers';" and

WHEREAS, the Act provides that none of the powers granted thereby shall be exercised in the constructing, financing, improvement, maintenance, extension or operation of any project or projects which in whole or in part shall duplicate or compete with existing enterprises serving substantially the same purposes; and

WHEREAS, the Act further provides that the foregoing limitations shall not apply to hospital projects or health centers to be leased to or financed with loans to public hospitals, non-profit corporation health centers or non-profit hospital corporations serving the public, if the municipality organizing the authority for such projects shall declare by resolution or ordinance that it is desirable for the health, safety and welfare of the people in the area served by such facilities to have such facilities provided by or financed through the authority; and

WHEREAS, pursuant to the Act, the Borrowers and the Authority have requested the Board of Commissioners of the County of Lehigh, Pennsylvania to declare, by this resolution, that the Project is desirable for the health, safety and welfare of the people in the area served by the Borrowers.

NOW, THEREFORE, BE IT RESOLVED by the Lehigh County Board of Commissioners as follows:

1. The above clauses are incorporated herein and made a part hereof by this reference.
2. It is hereby determined and declared pursuant to the Act that it is desirable for the health, safety and welfare of the people in the area served by the Borrowers for the Authority to undertake the financing of the Project through the issuance of the Bonds in an aggregate principal amount not to exceed \$650,000,000.
3. The declaration made with respect to the Project extends to refunding bonds with respect to the Project and any additional bonds necessary to complete the Project, which

may be issued by the Authority, provided, however, that such declaration shall not be deemed to authorize changes increasing the scope of the Project.

4. The approval of this Project shall not obligate the taxing authority of this County or its funds in any way.

5. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, and execute additional documents as they may deem appropriate to carry out the purpose of this Resolution.

6. Any resolution or part of any resolution conflicting with the provisions of this resolution is hereby repealed insofar as the same affects this Resolution.

7. The County Executive shall distribute copies of this Resolution to the proper officers and other personnel whose further action is required to achieve the purpose of this Resolution.

ADOPTED BY THE LEHIGH COUNTY BOARD OF COMMISSIONERS

on the _____ day of _____, 2019, by the following vote:

Commissioners

AYE

NAY

Geoff Brace
Nathan Brown
Percy H. Dougherty
Marc Grammes
Dan Hartzell
Amanda Holt
Marty Nothstein
Brad Osborne
Amy Zanelli

ATTEST: _____
Clerk to the Board of Commissioners

County of Lehigh
Pennsylvania
Board of Commissioners

Resolution

NO. 2019 - 74

HONORING LINDSEY RUFF AS PACAH'S 2019 CNA OF THE YEAR

WHEREAS, the Pennsylvania Coalition of Affiliated Healthcare & Living Communities (PACAH) was formed in 1951 to represent county nursing facilities and represents over 143 diverse long-term living and support providers and associated businesses, including both county, veterans, private, and non-profit nursing facilities; and

WHEREAS, PACAH is an affiliate organization of the County Commissioners Association of Pennsylvania (CCAP) which gives them the benefit of receiving advocacy and other supportive services from CCAP as well as a seat on CCAP's Human Services Committee which is tasked with developing human services policy for the association; and

WHEREAS, PACAH honors, recognizes and annually awards excellence in the Long Term Care Industry through nominations in several categories including CNA of the Year; and

WHEREAS, the CNA of the Year award recognizes certified nursing assistants from member facilities who have shown innovation, dedication and commitment to their facilities, residents and staff, as well as excellent services to their facility; and

WHEREAS, out of the thousands of CNA's working in PACAH affiliated facilities, Lindsey Ruff, a CNA at Cedarbrook Senior Care & Rehabilitation-Allentown, was chosen as PACAH's 2019 CNA of the Year.

NOW, THEREFORE, it is hereby resolved by the Lehigh County Board of Commissioners, that:

LINDSEY RUFF

is honored for her exemplary service to the community, Cedarbrook and Lehigh County.

Geoff Brace

Dan Hartzell

Nathan Brown

Amanda Holt

Percy Dougherty, Ph.D.

Brad Osborne

Marc Grammes

Amy Zanelli

Marty Nothstein, Chairman

**COUNTY OF LEHIGH, PENNSYLVANIA
COMMISSIONERS BILL 2019 - 31
SPONSORED BY COMMISSIONER OSBORNE
REQUESTED DATE: OCTOBER 3, 2019
ORDINANCE NO. 2019 -**

**ADOPTING THE 2020 LEHIGH COUNTY BUDGET AND AMENDING THE
JOB CLASSIFICATION AND PAY PLANS FOR CONSISTENCY WITH THE
2020 BUDGET**

WHEREAS, Sections 310(B) and 704 of the Lehigh County Home Rule Charter require that the Board of Commissioners adopt a budget in ordinance form by October 31 of each year; and

WHEREAS, the Administrative Committee of the Board of Commissioners of Lehigh County has reviewed the Proposed 2020 Budget and held public hearings pursuant to Section 703 of the Charter; and

WHEREAS, the spending plan proposed by the County Executive, with the amendments proposed by the Board of Commissioners, consists of documents marked Exhibit A: County of Lehigh 2020 Proposed Budget, Exhibit B: County of Lehigh 2020 Proposed Budget - Details, Exhibit C: County of Lehigh 2020 Proposed Budget - Personnel, all appended and incorporated herein by this reference; and Exhibit D: Amendments approved by the Board of Commissioners; and

WHEREAS, the County Executive proposed a 2020 tax rate of 3.84 mills; and

WHEREAS, attached as Exhibit E is a summary of revised class titles, new class titles, deleted class titles, and budget wide grade changes included in the County of Lehigh 2020 Proposed Budget - Personnel; and

WHEREAS, the 2020 Budget includes a Stabilization Fund with a proposed beginning fund balance of \$25,000,000 and a proposed ending fund balance of \$26,170,001.

NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED by the Board of Commissioners of Lehigh County, Pennsylvania that:

1. Exhibits A, B and C are hereby adopted as and shall constitute the Lehigh County Budget for the 2020 fiscal year.
2. The rate of real estate taxation on property in Lehigh County for the 2020 fiscal year shall be 3.84 mills.

3. Ordinances 1979-No. 111 and 122 are hereby amended to reflect the new and revised class specifications as detailed in Exhibit E.
4. Any position of employment provided for within the budget which is funded by grants received from the Government of the United States of America or of the Commonwealth of Pennsylvania or by other sources apart from county revenue sources such as real estate taxes, fees and so forth, shall be terminated whenever the funding for the grant or other such sources of revenue for any such employment position is eliminated or reduced and the reduced grant or similar funding is eliminated.
5. 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.
6. The County Executive shall distribute copies of this Ordinance to the proper officers and other personnel of Lehigh County whose further action is required to achieve the purpose of this Ordinance.
7. Any Ordinance or part of an Ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as the same affects this Ordinance.
8. This Ordinance shall become effective in ten (10) days after enactment.

ADOPTED this _____ day of _____, 2019, by the following vote:

Commissioners

AYE

NAY

Geoff Brace
Nathan Brown
Percy H. Dougherty
Marc Grammes
Dan Hartzell
Amanda Holt
Marty Nothstein
Brad Osborne
Amy Zanelli

ATTEST: _____
Clerk to the Board of Commissioners

APPROVED this _____ day of _____, 2019.

Phillips M. Armstrong
Lehigh County Executive

ENACTED this _____ day of _____, 2019.

EXHIBIT - E

| CLASS# | CLASS TITLE FROM: | GRADE | CLASS# | CLASS TITLE TO: | GRADE |
|--------|--------------------------------------|-------|--------|-----------------------|-------|
| 2001 | OFFICE SUPPORT I | 52 | 2001 | OFFICE SUPPORT | 53 |
| 2002 | OFFICE SUPPORT II | 53 | 2001 | OFFICE SUPPORT | 53 |
| 2003 | OFFICE SUPPORT III | 55 | 2011 | SECRETARIAL SUPPORT 1 | 55 |
| 2006 | DISTRICT COURT OPERATIONS CLERK | 53 | 2011 | SECRETARIAL SUPPORT 1 | 55 |
| 2011 | SECRETARIAL SUPPORT 1 | 55 | 2011 | SECRETARIAL SUPPORT 1 | 55 |
| 2007 | DISTRICT COURT OPERATIONS SPECIALIST | 57 | 2012 | SECRETARIAL SUPPORT 2 | 57 |
| 2012 | SECRETARIAL SUPPORT 2 | 57 | 2012 | SECRETARIAL SUPPORT 2 | 57 |
| 2016 | CLERICAL SUPPORT | 58 | 2013 | SECRETARIAL SUPPORT 3 | 59 |

CLASS GRADE CHANGES IN ACCORDANCE WITH COURTS ARBITRATION AWARD:

| CLASS# | CLASS TITLE | 2019 GRADE | 2020 GRADE |
|--------|----------------|---------------|---------------|
| 2040 | PROBATION AIDE | 59 | 60 |

NEW CLASS TITLES RECOMMENDED BY ADMINISTRATION:

| CLASS# | CLASS TITLE | GRADE |
|--------|-----------------------------|-------|
| 653 | SOCIAL WORKER | 13 |
| 654 | TRANSLATOR | 21 |
| 785 | BUILDING OPERATIONS MANAGER | 28 |

**COUNTY OF LEHIGH, PENNSYLVANIA
COMMISSIONERS BILL 2019 - 32
SPONSORED BY COMMISSIONER GRAMMES
REQUESTED DATE: OCTOBER 3, 2019
ORDINANCE NO. 2019 -**

**APPROVING AN EXTENSION TO THE AUGUST 30, 2004 LEASE
AGREEMENT WITH THE LEHIGH VALLEY ZOOLOGICAL SOCIETY**

WHEREAS, the County of Lehigh ("Lessor") and the Lehigh Valley Zoological Society ("Lessee") entered into a Lease Agreement dated August 30, 2004, which commenced November 1, 2004, and was amended on February 17, 2009 and on January 24, 2014 (collectively the "Lease") for a portion of the Demised Premises known and described as the Trexler Nature Preserve, Schnecksville, Pennsylvania; and

WHEREAS, the Lease will terminate at midnight on October 31, 2019; and

WHEREAS, the Parties intend to negotiate and enter into a new Lease Agreement for the Demised Premises; and

WHEREAS, the Parties wish to extend the current Lease Agreement until January 31, 2020 ("Extension") to allow for further discussions regarding a new Lease Agreement; and

WHEREAS, a copy of the proposed Lease Extension, including the original Lease and amendments is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, said Extension to Lease must be approved by Ordinance, pursuant to Section 811(G) of the Administrative Code and Section 310(a)6 of the Home Rule Charter.

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 Extension to the Lease Agreement between The Lehigh Valley Zoological Society 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 officers 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 _____ day of _____, 2019, by the
following vote:

Commissioners

AYE

NAY

Geoff Brace
Nathan Brown
Percy H. Dougherty
Marc Grammes
Dan Hartzell
Amanda Holt
Marty Nothstein
Brad Osborne
Amy Zanelli

ATTEST: _____
Clerk to the Board of Commissioners

APPROVED this _____ day of _____, 2019.

Phillips M. Armstrong
Lehigh County Executive

ENACTED this _____ day of _____, 2019.

EXTENSION TO THE AUGUST 30, 2004 LEASE AGREEMENT

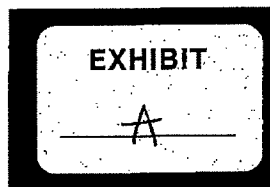
THIS Extension to the Lease Agreement is made this ____ day of October, 2019, by and between **THE COUNTY OF LEHIGH**, a Home Rule County of the Third Class, with offices located at 17 South 7th Street, Allentown, Pennsylvania 18101 (hereinafter referred to as "Lessor"), and **THE LEHIGH VALLEY ZOOLOGICAL SOCIETY**, a Pennsylvania non-profit corporation incorporated exclusively for charitable purposes within the meaning of §501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United States Internal Revenue law, which includes the authorization to operate, support and maintain the LEHIGH VALLEY ZOO formerly known as the TREXLER-LEHIGH COUNTY GAME PRESERVE, located in Schnecksville, Pennsylvania, and related programs of Lehigh County of the Commonwealth of Pennsylvania (hereinafter sometimes referred to as the "Lessee").

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated August 30, 2004, which commenced November 1, 2004, and was amended on February 17, 2009 and on January 24, 2014 (collectively the "Lease") for a portion of the Demised Premises known and described as the Trexler Nature Preserve, Schnecksville, Pennsylvania, a true and correct copy of said Lease is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the Lease will terminate at midnight on October 31, 2019; and

WHEREAS, the parties intend to negotiate and enter into a new Lease Agreement for the Demised Premises; and

WHEREAS, the parties wish to extend the current Lease Agreement to allow for further discussions regarding a new Lease Agreement; and



WHEREAS, Lessor and Lessee have agreed to extend the term of the current Lease Agreement for an additional three (3) months or until January 31, 2020.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do agree as follows:

1. The term of the August 30, 2004 Lease Agreement shall be extended for an additional three (3) month period commencing November 1, 2019 and terminating at midnight on January 31, 2020.

2. The Lease is amended to include Section XIII. (Non-Discrimination Clause) as follows:

“Non-Discrimination Clause

In carrying out the terms of this Lease, both parties agree not to discriminate against any employee or client or other person on account of race, color, religion, gender, national origin, age, marital status, political affiliation, sexual orientation, gender identity or expression, or physical or mental disabilities as set forth in the Americans With Disabilities Act of 1990. Lessor and Lessee shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, any pertinent Executive Order of the Governor and with all laws prohibiting discrimination in hiring or employment opportunities.

The provisions of this section must also be included in any sub-contract Lessor enters into to perform the scope of this Lease.”

3. In all other respects the terms and conditions of the August 30, 2004 Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals to this

Lease Extension as of the day and year above first written.

LESSOR

COUNTY OF LEHIGH

Witness:

BY: _____
PHILLIPS M. ARMSTRONG
COUNTY EXECUTIVE

LESSEE

THE LEHIGH VALLEY ZOOLOGICAL
SOCIETY

BY: _____

TITLE: _____

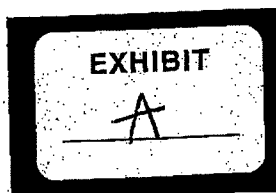
LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter sometimes referred to as "Lease"), made and entered into as of the 30 day of August 2004, in Allentown, Lehigh County, Pennsylvania, by and between: **COUNTY OF LEHIGH, PENNSYLVANIA**, County of the Third Class, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter sometimes referred to as the "Lessor") and **THE LEHIGH VALLEY ZOOLOGICAL SOCIETY**, a Pennsylvania non-profit corporation incorporated exclusively for charitable purposes within the meaning of §501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United States Internal Revenue law, which includes the authorization to operate, support and maintain the TREXLER-LEHIGH COUNTY GAME PRESERVE, located in Schnecksville, Pennsylvania, and related programs of Lehigh County of the Commonwealth of Pennsylvania (hereinafter sometimes referred to as the "Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of the TREXLER-LEHIGH COUNTY GAME PRESERVE; and

WHEREAS, Lessee is organized and existing, inter alia, to operate, support and maintain the TREXLER-LEHIGH COUNTY GAME PRESERVE located in Schnecksville, Pennsylvania and related programs of Lehigh County of the Commonwealth of Pennsylvania; and



31740

WHEREAS, Lessee and Lessor have agreed that Lessee shall lease a portion of the TREXLER-LEHIGH COUNTY GAME PRESERVE (such portion being hereinafter referred to as the "Facility", "Zoo" or the "Leased Premises") for the development, use and operation of the Facility; and

WHEREAS, the leasing of the Facility by the Lessor and the management of the Facility by the Lessee will be a unique public-private partnership which will benefit the citizens of Lehigh County and the general public.

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

I. RECITALS

The foregoing recitals are deemed to be a material part of the Lease Agreement and are incorporated herein.

II DESCRIPTION, USE, TERM AND RENT

A. Lessor hereby agrees to lease the property described in Exhibit "A", attached hereto and incorporated herein by reference along with any tools, equipment, inventory, office equipment, furniture, fixtures, vehicles and animals, for a term of fifteen (15) years commencing on the first (1st) day of November, 2004 and ending on the thirty-first (31st) day of October, 2019. The above items will be inventoried prior to commencement of the Lease and may be used by the Lessee during the Lease period. Lessee shall be responsible for all maintenance costs until they no longer exist or are returned. Not later than ninety (90) days

before the expiration of the initial term, Lessor will evaluate Lessee's performance under this Lease, and will, upon a motion of the Board of Commissioners, notify Lessee in writing of Lessor's decision to extend this Lease for an additional term of five (5) years commencing on the first (1st) day November, 2019 and ending on the thirty-first (31st) day of October, 2024. The property is leased to Lessee for the purpose of operating and managing the functions of the zoo, including animal care, public exhibition of the animals and providing recreational and educational opportunities to members of the public. The Lessee may request, from time to time, to utilize areas of the Trexler-Lehigh Game Preserve located outside of the perimeter of the property described on Exhibit A. Such additional uses shall be requested in writing to the Lessor whose prior written consent will be necessary before the Lessee may use the property. Such consent shall not be unreasonably withheld.

B. Notwithstanding the aforesaid, the Lessor shall evaluate the Lessee performance at the completion of the first thirty-six (36) months of the term of this Lease. Should it be determined by the Lessor that the Lessee has not been in substantial compliance with the terms and conditions of this Lease or has not operated the Leased Premises in a fiscally acceptable manner, then and in that event, the Lessor may, at its option and in its sole discretion, terminate this Lease by notice to the Lessor within sixty (60) days of the conclusion of the first thirty six (36) months of the term of this Lease.

C. Lessor and Lessee agree that Lessee's use of the Facility shall be non-exclusive, and shall be subject to the right of Lessor to use the Facility not more than five (5) days per year.

D. Lessee shall pay as rent for the Facility the sum of One (\$1.00) Dollar per year.

E. Lessee assumes no public liability, unless caused by the negligence of the Lessee, associated with the land located outside of the perimeter identified and set forth on Exhibit A except that this provision shall not apply to any activities of the Lessee permitted by the Lessor outside of the area described on Exhibit A.

III. ALTERATION, MODIFICATION AND IMPROVEMENT OF THE LEASED PREMISES

Lessee agrees as follows:

A. Lessee shall pay all operating costs of the Facility, including, but not limited to insurance, all personnel costs and all utilities.

B. Lessee agrees that it shall not make any alteration, modification, addition or improvement which exceeds Ten Thousand (\$10,000.00) Dollars and shall not be structural in nature to the Facility without the prior written consent of Lessor, which consent shall not be unreasonably withheld. In the event of an emergency, Lessee may make necessary emergency repairs but must promptly notify Lessor of the emergency and the repairs. Lessee further agrees that temporary alterations or modifications will be removed and the Facility restored at Lessee's expense.

C. Upon termination or expiration of the term of this Lease or any renewal thereof, all improvements, fixtures, appliances (with the exception of fixtures and appliances owned by third parties), utilities, mechanical systems and the like installed by Lessee shall be deemed to be fixtures and shall remain with the Leased Premises and become the sole and exclusive property

of Lessor to the extent permitted by law and in accordance with the Internal Revenue Service Code, Internal Revenue Service Regulations, and other regulations applicable at that time to the Lessee.

IV. INSURANCE AND INDEMNITY

A. Fire and Extended Coverage

At all times during the term of this Lease, and any renewals thereof, Lessee shall maintain insurance covering the Facility and all improvements that may be erected on the Leased Premises, against loss or damage by fire, vandalism, malicious mischief, riot, civil commotion, vehicles, aircraft, or earthquake, together with any other insurance that Lessor may reasonably require from time to time. The insurance shall be carried by insurance companies authorized to transact business in Pennsylvania. In addition, the following conditions shall apply.

(1) The insurance shall be maintained for the mutual benefit of Lessor and Lessee. Lessor must be named on the Certificate of Insurance as "additional insured" on all policies referenced hereunder.

(2) In the event of any loss or damage or destruction to the buildings or other
Improvements that may be erected on the Leased Premises, Lessee shall give immediate telephone and written notice thereof to Lessor.

(3) Any and all fire or other insurance proceeds that become payable at any time during the term of this Lease because of damage to or destruction of any improvements on the Leased Premises shall be paid to Lessee, and shall be applied by

Lessee to the cost of repairing, restoring, and replacing the damaged or destroyed Improvements as nearly as possible to the same type as existed prior to such casualty.

B. Property and Liability Insurance

At all times during the Term of this Lease, and any renewal thereof, Lessee shall maintain comprehensive broad-form general public liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Leased Premises and Improvements. The insurance shall be carried by an insurance company authorized to transact business in Pennsylvania, selected by Lessee and the following conditions shall be met:

(1) Public Liability Insurance, pursuant to this provision, shall be in the minimum amount of One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000.00) Dollars in the aggregate for loss from an accident resulting in bodily injury to or death of persons.

(2) The insurance shall be maintained for the mutual benefit of Lessor and Lessee and Lessor must be named on the Certificate of Insurance as an additional insured on all policies required hereunder.

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

- (1) Limits of Liability: Statutory Limits.
- (2) Other States' coverage and Pennsylvania endorsement.

D. Theft/Dishonesty

At all times during the term of this Lease and any renewal thereof, Lessee shall maintain insurance coverage protecting against employee theft or dishonesty.

E. Certificates of Insurance

Lessee and Lessor shall provide each other with the original or a certified copy of certificates of all insurance coverage required under this Lease, and all renewals or extensions thereof. The Lessee agrees to comply with the liability coverage requirements of the Lessor set forth above in order to maintain the present contract in force. Lessee agrees to notify Lessor, in writing, of any changes in or cancellation of coverage by Lessee's insurance agent(s). Lessee's insurance shall contain (by endorsement, declarations page, or certificate of insurance), a clause stating that the insurer will provide Lessor of not less than thirty (30) days notice of cancellation or non-renewal of Lessee's insurance.

F. Indemnification of Lessor

Lessor and Lessee agree that the insurance provided for in paragraphs IV.A., IV.B. IV.C. and IV.D. shall be primary. In the event that the insurance provided by Lessee pursuant to paragraph IV.B. is exhausted, Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Leased Premises, Improvements, or areas used by Lessee's employees, licensees, guests, visitors, invitees and members of Lessee which are caused by or arising from any act or omission of Lessee, or any of its agents, employees, licensees, guests, invitees or members of Lessee, or by or from any

accident, fire, or other casualty on the land, or occasions by failure of Lessee to maintain the Premises in safe condition.

G. Indemnification of Lessee

Lessee and Lessor agree that Lessor will indemnify the Lessee for any and all loss or damage caused to Lessee by reason of the negligence of the Lessor. Notwithstanding the aforesaid, however, this indemnification shall in no way constitute a waiver the benefits of governmental immunity as enacted by statute or otherwise and to the extent that the Lessor shall be immune from such liability, no duty of indemnity by the Lessor to the Lessee for any such acts for which the Lessor is immune.

H. Vendor Certificates of Insurance

Lessee shall require vendors with whom contracts are for a term in excess of twelve (12) months or for an amount greater than \$10,000.00 or for a hazardous activity, to provide certificates of insurance naming Lessor as additional insured.

V. GENERAL REPRESENTATIONS OF LESSEE

A. Compliance with Legal Requirements

With respect to the operation of the Facility, Lessee shall promptly comply with all applicable laws and ordinances, and all orders, rules, regulations, and requirements of federal (including, but not by way of limitation, the Americans with Disabilities Act, employment law and tax requirements), state and municipal governments and appropriate departments, commissions, boards, and officers of these governments having jurisdiction over Lessee

(hereinafter sometimes referred to as "Legal Requirements"), and in accordance with the terms and provisions of its Articles of Incorporation and its Bylaws, throughout the term of this Lease, and without cost to Lessor. Lessee shall promptly comply with these Legal Requirements whether they are foreseen or unforeseen, or ordinary or extraordinary. To the extent that compliance with any such requirements requires construction, renovation or modification of the Facility, Lessor agrees to provide such construction, renovation or modification to the Facility at its cost. In addition, the Lessee represents and warrants that it is qualified to do business within the Commonwealth of Pennsylvania.

B. Waste and/or Nuisance

Subject to the specific provisions of this Lease and properly conducted activities operated or administered by Lessee, the Lessee shall not commit any waste on the Leased Premises nor shall Lessee commit or permit the commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose.

C. Environmental Protection

Lessee, in operating the Facility, will not contaminate the Leased Premises by petroleum
or petroleum by-products, by polychlorinated biphenyls (PCBs) or their by-products; or by any other toxic or hazardous substance. The Lessor does, however, state that to the best of its knowledge, information and belief there are no contaminants upon the Leased Premises by petroleum or petroleum byproducts, polychlorinated biphenyl's (PCBs) or their byproducts, or any other toxic and hazardous substance as of the date of this Lease.

D. Non-Profit Status

Lessee or its successor in interest, if applicable, shall maintain its status as a registered, non-profit corporation and as a 501(C)(3) entity during the term of this Lease and any renewal or conversion thereof. If Lessee or its successor loses its status as a non-profit corporation or as a 501(C)(3) entity, this Lease shall terminate immediately.

E. Non-Compliance

Any failure to comply with the insurance provisions of paragraph IV herein shall constitute a breach of this Lease.

F. Non-Agency

Lessee further agrees and acknowledges that Lessee is not authorized under the terms of this Lease to bind Lessor in any contractual undertakings with any third parties as a result of the within Lease, and Lessee will not make any representation that it is capable of binding Lessor without the prior written consent of Lessor.

VI. OPERATION OF FACILITIES

A. Lessee affirmatively covenants to develop, manage, promote and operate the

Facility as follows:

- (1) Insure the safe use of the Facility;
- (2) Employ staff as needed;
- (3) Organize the regular use of the Facility;
- (4) Notify the Lessor of needed maintenance and repairs; and

(5) Prepare and submit an annual report, which consists of a profit and loss statement, budget and capital plan for the current year no later than April 30th of each year describing the Lessee's activities and accomplishments in the use and development of the Facility during the preceding year;

(6) Utilize appropriate business practices in dealing with vendors, employees and volunteer workers. Contracts for all hazardous activities, including but not limited to fireworks, must be provided in advance to Lessor, along with certificates of insurance satisfactory to Lessor; and

(7) Manage, feed, water and provide veterinary care for the horses, elk and bison located within the Trexler-Lehigh County Game Preserve property. The parties agree that the elk, bison and horse area shall remain in their present location for up to three (3) years from the date of this Lease. The parties shall discuss, in conjunction with any other relevant agency and/or entity such as the Wildlands Conservancy, the relocation of the horses, elk and bison. The parties hereto state a preference that these locations shall be adjacent to the present zoo area if at all possible.

(8) In order to monitor the public activity of the zoo, the Lessee shall maintain the use of the main entrance and exit booths at its present location for the Trexler-Lehigh County Game Preserve. Notwithstanding the aforesaid, the Lessor shall also have access and control of the main entrance, exit booths and gate in order to utilize all remaining property of the Trexler-Lehigh County Game Preserve. The Lessee shall not be entitled

liability of any kind to Lessor except those obligations that have accrued under the provisions of this Lease

VIII. INSPECTION BY LESSOR

Lessee shall permit Lessor and its agents, servants or employees to enter upon the Leased Premises upon no less than forty-eight (48) hours written notice to the Lessee, except in the case of emergency, for the purposes of inspecting the same and for purposes of maintaining or making repairs or alterations to the improvements on the Leased Premises. In the event of an emergency, the Lessor may enter upon the Leased Premises at any time.

IX. ASSIGNMENT OF SUBLEASE

Lessee shall not assign this Lease or sublet all or any portion of the Leased Premises without the prior written consent of Lessor.

X. NOTICES

All notices to be given pursuant to the terms of this Agreement shall be served either in person, by facsimile or by depositing such notice in the United States Mail, certified, with certifications and postage prepaid, properly addressed and directed to the party to receive the

same as follows:

To County of Lehigh:

Director of General Services
Lehigh County Government Center
17 South Seventh Street
Allentown, PA 18101
Fax: 610-820-3615

to impose any charges upon visitors to the Trexler-Lehigh County Game Preserve for uses and activities other than admittance to the zoo as described in Exhibit A attached to and made a part of this Lease.

B. Lessor acknowledges that Lessee, subject to the rights of Lessor, may charge for the use of the Facility, and shall retain all revenues derived therefrom. Lessee acknowledges that it shall be entitled to use such revenues only for operation of the Facility in accordance with the terms of this Agreement, including but not limited to the promotion, operation and improvement of the Facility.

C. Lessee's financial records shall be audited by independent public accountants on an annual basis. The results of any audit, along with the management letter shall be reported to Lessor no later than 120 days after the close of each fiscal year.

VII. DEFAULTS BY LESSEE

If Lessee shall default under the terms of any provisions of this Lease, or if there shall be a material noncompliance with the affirmative covenants or use and operation provisions of the Lease Agreement, and if Lessee does not cure such default(s) within thirty (30) days of receiving written notice from Lessor of such default(s), or if Lessee does not commence reasonable efforts to cure such default(s) within thirty (30) days of receiving written notice from Lessor of such default(s) and reasonably pursue the correction of such default(s) in a timely manner, then Lessor may, at its option, terminate this Lease. Notice of default shall be provided to Lessee, in writing. In the event that Lessor exercises its option to terminate this Lease, Lessee shall have no further

With a copy to:

Department of Law
Lehigh County Government Center
17 South Seventh Street
Allentown, PA 18101
Fax: 610-820-2093

To the Lessee:

The Lehigh Valley Zoological Society
c/o David W. Miller
5235 Oakview Drive
Allentown PA 18104
Fax: 610-366-9440

Any party to this Agreement may designate a different person, entity or place to or at which notices shall be given by delivering a written notice to that effect to the other parties, which notice shall be effective on the date of actual receipt, in case of personal delivery, or on the date of mailing, in all other cases.

XI. MISCELLANEOUS

A. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Lease Agreement shall be construed,
performed and subject to the laws of the Commonwealth of Pennsylvania.

B. In the event that one or more of the provisions of this Lease shall be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

C. This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties. No amendments, modification or alteration of this Lease or its term shall be binding unless the same is in writing, dated subsequent to the date of this Lease Agreement and executed by both parties hereto.

D. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

E. This Lease shall be recorded only by the mutual consent of Lessor and Lessee.

F. Lessee shall retain financial records for three (3) years.

G. Should it be determined that the entry into this Lease Agreement, or otherwise, causes the Leased Premises to become taxable under the various real estate tax laws of the Commonwealth of Pennsylvania and local taxing ordinances then and in that event, Lessor and Lessee shall each have the absolute option to terminate this Lease forthwith upon written notice to the other party.

H. Should Lessor, after consultation with its counsel, reasonably determine, that any or all provisions of this Lease Agreement (or any actions to be taken by any party hereunder), would invalidate Lessor's tax exempt status on its financing obligations or would cause a change in Lessor's rating for bond rating purposes, then: (a) Lessor and Lessee shall attempt to negotiate a revision of this Lease to permit the Lease to continue without the adverse consequences set

forth above; and (b) In the event that such modification of the Lease cannot be achieved, the Lessor shall have the right to terminate this Lease forthwith upon written notice to Lessee.

I. The parties agree that the Lessee shall appoint two (2) members of its Board, who shall be designated by the Lessor, County of Lehigh. The two (2) Lehigh County designated Board members shall meet the following criteria: one (1) Board member shall be selected by the County Executive; and one (1) Board member shall be a member of the Legislative branch, i.e. a member of the Board of Commissioners. Each branch shall have the right to select its designated Board member without approval from the other branch. To the extent necessary, the Lessee shall amend its bylaws to permit and require these appointments.

J. As an express condition of this Lease Agreement, Lessee shall establish and maintain a line of credit from a chartered bank in a sum of not less than Two Hundred Fifty Thousand (\$250,000.00) Dollars. To the extent necessary, the Lessee shall use the funds drawn from this line of credit for operations of the Leased Property (and not for capital improvements or expenditures). At such time as the Lessee draws One Hundred Twenty Five Thousand (\$125,000.00) Dollars or more from such line of credit, the Lessor shall be notified in writing.

Should the Lessee draw Two Hundred Fifty Thousand (\$250,000.00) Dollars from the line of credit, the Lessor shall have the option to terminate this Lease.

K. Lessor agrees that it shall subsidize the operation of the Leased Premises by making the following payments, by the 10th of each month, starting with the month operations actually start, as follows:

8 quarterly payments of \$125,000.00 each followed by

4 quarterly payments of \$100,000.00 each followed by

4 quarterly payments of \$75,000.00 each followed by

4 quarterly payments of \$50,000.00.

Total payments over 5 years to equal \$1,900,000.00

The quarterly payments will commence on November 1, 2004 and be paid quarterly from that date thereafter for the balance of the payments as set forth in this paragraph.

(() L. The above subsidy shall only be for the Five years set forth above. It is anticipated that Lessee may apply to the County for future subsidies. Lessor is only obligated for appropriations listed above. Lessor is not obligated to make any capital improvements to the Facility. The subsidy set forth in this paragraph is conditioned upon the following:

(1) These funds shall not be diverted or used for any other operations or purposes of the Lessee corporation. To do so, will constitute a breach of this Lease; and

(2) The Lessor shall have the right to review the Lessee's employees and officers salaries each year to determine that they are reasonable to the operation of the Leased Property.

M. The Lessee hereto agrees that any and all payments due from the Lessor as required under the terms of this Lease, are contingent upon the availability of the appropriated funds. If any or all of the funds which are due to the Lessee emanate from State or Federal

sources, payment is also contingent upon the Lessor receiving such moneys from the State or Federal Government.

N. This Lease is conditioned upon any necessary approval of the Court of Common Pleas of Lehigh County. Should the Court fail to approve this Lease, if required by law, prior to December 31, 2004, the Lessor and Lessee shall each have the option to terminate this Lease.

O. Taxes

(1) The Lessee hereby certifies, as a condition precedent to the execution of this Lease and as an inducement for the Lessor to execute same, that it is not "delinquent" on any taxes owed to the County of Lehigh. "Delinquent" is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Lehigh County Tax Claim Bureau.

(2) The Lessee further agrees, as a specific condition of this Lease, that it shall remain current on all of the taxes it owes to the Lessor. Should the Lessee become delinquent on any taxes it owes to the Lessor during the term of this Lease, the Lessee may be deemed to be in breach of this Lease by the Lessor and, in addition to any other remedies at law for such breach, the Lessee hereby specifically agrees and authorizes the Lessor to apply all funds when due to the Lessee directly to the taxes owed to the Lessor until said taxes are paid in full.

(3) In the event the Lessee becomes delinquent, it hereby authorizes

the Lessor to make payments to the taxing authority for the Lessor to bring the Lessee's county taxes current.

P. The Lessee agrees not to hire any of Lessor's personnel who may exercise or has exercised discretion in the awarding, administration, or continuance of this Lease for up to and including one year following the termination of the employee from Lessor's service. Failure to abide by this provision shall constitute a breach of this Lease.

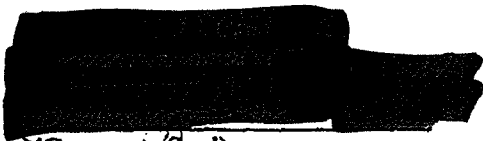
XII. CAPTIONS

Captions and headings contained in this Lease are for convenience only and form no part of this Lease.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned

(() Lessor and Lessee hereto execute this Agreement as of the day and year first above written.

ATTEST:



(Corporate Seal)

LESSOR:
County of Lehigh

BY: 
Name: _____
Title: _____

LESSEE:
The Lehigh Valley Zoological Society



Secretary
(Corporate Seal)

BY: 
Name: _____
Title: _____

An aerial photograph of a wooded area. A white line is drawn around a central area, possibly a building or a clearing. The image is grainy and has a high-contrast, black and white appearance. The text "28.89 AC." and "5353 FT PERIMETER" is overlaid on the bottom left. A rectangular box labeled "EXHIBIT A" is on the bottom right.

28.89 AC.
5353 FT PERIMETER

EXHIBIT A

**AMENDMENT TO LEASE AGREEMENT BETWEEN THE COUNTY OF
LEHIGH, PENNSYLVANIA AND THE LEHIGH VALLEY ZOOLOGICAL
SOCIETY**

This Amendment to a Lease Agreement is made and entered into this 27th day of February, 2009, by and between the County of Lehigh, Pennsylvania, a Home Rule County of the Third Class, with offices located at 17 S. 7th Street, Allentown, PA 18101-2400 (hereinafter Lessor) and The Lehigh Valley Zoological Society, a Pennsylvania non-profit corporation (hereinafter Lessee).

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated August 30, 2004, which commenced November 1, 2004, for the premises known as the Lehigh Valley Zoo (Premises, Facility, Zoo); and

WHEREAS, the parties are desirous of amending the Lease to address matters which will improve Lessee's ability to continue operation of the Facility.
NOW, THEREFORE, intending to be legally bound hereby, and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows.

1. The Lease dated August 30, 2004 is hereby amended as set forth below (additions are in bold and underlined):

II. DESCRIPTION, USE, TERM AND RENT

A. Lessor hereby agrees to lease the property described in Exhibit "A", attached hereto and incorporated herein by reference along with any tools, equipment, inventory, office equipment, furniture, fixtures, vehicles and

animals, for a term of fifteen (15) years commencing on the first (1st) day of November, 2004 and ending on the thirty-first (31st) day of October, 2019. The above items will be inventoried prior to commencement of the Lease and may be used by the Lessee during the Lease period. Lessee shall be responsible for all maintenance costs until they no longer exist or are returned. Starting in 2009, as determined by Lessor's General Services Department, Lessor may provide in-kind services in the form of labor for maintenance of vehicles. Lessee shall continue to be responsible for the cost of supplies and parts for all vehicle maintenance. Not later than ninety (90) days before the expiration of the initial term, Lessor will evaluate Lessee's performance under this Lease, and will, upon a motion of the Board of Commissioners, notify Lessee in writing of Lessor's decision to extend this Lease for an additional term of five (5) years commencing on the first (1st) day November, 2019 and ending on the thirty-first (31st) day of October, 2024. The property is leased to Lessee for the purpose of operating and managing the functions of the zoo, including animal care, public exhibition of the animals and providing recreational and educational opportunities to members of the public. The Lessee may request, from time to time, to utilize areas of the Trexler-Lehigh Game Preserve located outside of the perimeter of the property described on Exhibit A. Such additional uses shall be requested in writing to the Lessor whose prior written consent will be necessary before the Lessee may use the property. Such consent shall not be unreasonably withheld.

(1) These funds shall not be diverted or used for any other operations or purposes of the Lessee corporation. To do so, will constitute a breach of this Lease; and

(2) The Lessor shall have the right to review the Lessee's employees and officers salaries each year to determine that they are reasonable to the operation of the Leased Property.


(3) Lessee shall submit monthly detailed cash-flow reports to Lessor's Director of Administration.

2. In all other respects the parties ratify and confirm the terms and conditions of the original Lease intending to be bound thereby.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned Lessor and Lessee hereto execute this Amendment as of the day and year first above written.

ATTEST:


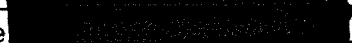

LESSOR:
County of Lehigh


(Corporate Seal)

BY: 
Name: 
Title: 

LESSEE:
The Lehigh Valley Zoological Society

Secretary
(Corporate Seal)

BY: 
Name: 
Title: 

XI. MISCELLANEOUS

L. The above subsidy shall only be for the Five years set forth above.

Lessor agrees to provide Lessee the following additional subsidies:

2009 \$525,000.00 - distributed as \$445,000.00 and quarterly payments of \$20,000.00, payable the 1st of January, April, July and October

2010 \$325,000.00 - distributed as \$245,000.00 and quarterly payments of \$20,000.00, payable the 1st of January, April, July and October

2011 \$325,000.00 - distributed as \$245,000.00 and quarterly payments of \$20,000.00, payable the 1st of January, April, July and October

2012 \$325,000.00 - distributed as \$245,000.00 and quarterly payments of \$20,000.00, payable the 1st of January, April, July and October

2013 \$325,000.00 - distributed as \$245,000.00 and quarterly payments of \$20,000.00, payable the 1st of January, April, July and October

Except as noted above, the funding for each year shall be payable on the first of January. The quarterly payments are specifically designated for the care of the bison, elk and palominos. It is anticipated that Lessee may apply to the County for future subsidies. Lessor is only obligated for appropriations listed above. Lessor is not obligated to make any capital improvements to the Facility. The subsidy set forth in this paragraph is conditioned upon the following:

An aerial photograph showing a large, irregularly shaped property outlined by a white boundary line. The property contains several smaller structures and a prominent dark, irregularly shaped area in the center. The surrounding terrain is dark and textured. The text '28.89 AC.' and '5353 FT PERIMETER' is overlaid in the bottom left corner.

28.89 AC.
5353 FT PERIMETER

EXHIBIT A

**SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN THE
COUNTY OF LEHIGH, PENNSYLVANIA AND THE LEHIGH VALLEY
ZOOLOGICAL SOCIETY**

This Second Amendment to a Lease Agreement is made and entered into this 24th day of January, 2014, by and between the County of Lehigh, Pennsylvania, a Home Rule County of the Third Class, with offices located at 17 S. 7th Street, Allentown, PA 18101-2400 (hereinafter Lessor) and The Lehigh Valley Zoological Society, a Pennsylvania non-profit corporation (hereinafter Lessee).

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated August 30, 2004, which commenced November 1, 2004, for the premises known as the Lehigh Valley Zoo (Premises, Facility, Zoo); and

WHEREAS, the parties entered into an Amendment of the Lease dated on or about February 17, 2009 which addressed matters to improve Lessee's ability to continue operation of the Facility; and

WHEREAS, the parties are desirous of amending the Lease for a second time to address matters which will improve Lessee's ability to continue operation of the Facility.

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

1. The Lease dated August 30, 2004 is hereby amended as set forth below (additions are in bold and underlined):

XI. MISCELLANEOUS

L. The above subsidy shall only be for the Five years set forth above. Lessor agrees to provide Lessee the following additional subsidies:

2009 \$525,000.00 – distributed as \$445,000.00 and quarterly payments of \$20,000.00, payable the 1st of January, April, July and October

2010 \$325,000.00 – distributed as \$245,000.00 and quarterly payments of \$20,000.00, payable the 1st of January, April, July and October

2011 \$325,000.00 - distributed as \$245,000.00 and quarterly payments of \$20,000.00, payable the 1st of January, April, July and October

2012 \$325,000.00 - distributed as \$245,000.00 and quarterly payments of \$20,000.00, payable the 1st of January, April, July and October

2013 \$325,000.00 - distributed as \$245,000.00 and quarterly payments of \$20,000.00, payable the 1st of January, April, July and October

2014 \$277,500.00 - distributed as a \$185,000.00 annual subsidy and quarterly animal maintenance payments of \$23,125.00, payable the 1st of January, April, July and October

2015 \$277,500.00 - distributed as a \$185,000.00 annual subsidy and quarterly animal maintenance payments of \$23,125.00, payable the 1st of January, April, July and October

2016 \$277,500.00 - distributed as a \$185,000.00 annual subsidy and quarterly animal maintenance payments of \$23,125.00, payable the 1st of January, April, July and October

Except as noted above, the funding for each year shall be payable on the first of January. The quarterly animal maintenance payments are specifically

designated for the care of the bison, elk and palominos. It is anticipated that Lessee may apply to the County for future subsidies. Lessor is only obligated for appropriations listed above. Lessor is not obligated to make any capital improvements to the Facility. The subsidy set forth in this paragraph is conditioned upon the following:

(1) These funds shall not be diverted or used for any other operations or purposes of the Lessee corporation. To do so will constitute a breach of this Lease; and

(2) The Lessor shall have the right to review the Lessee's employees' and officers' salaries each year to determine that they are reasonable to the operation of the Leased Property.

(3) Lessee shall submit monthly detailed cash-flow reports to Lessor's Director of Administration.

(4) The annual subsidy funding for years 2014 through 2016 shall be subject to reduction if Lessee's audited statements show improvement in the Lessee's cash balance at year end. The reduction will be made to the subsequent year's annual subsidy based on the following criteria:

a. If the cash balance year over year increases by \$25,000.00 or more but less than \$50,000.00, then a reduction of \$15,000.00 will be made to the following year's annual subsidy.


b. If the cash balance year over year increases by \$50,000.00 or more but less than \$75,000.00, then a reduction of \$25,000.00 will be made to the following year's annual subsidy.

c. If the cash balance year over year increases by \$75,000.00 or more, then a reduction of \$35,000.00 will be made to the following year's annual subsidy.


2. In all other respects the parties ratify and confirm the terms and conditions of the original Lease intending to be bound thereby.


IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned Lessor and Lessee hereto execute this Second Amendment as of the day and year first above written.

ATTEST:



(Corporate Seal)

LESSOR:
County of Lehigh

BY: 
Name: Thomas S. Muller
Title: County Executive


Secretary
(Corporate Seal)

LESSEE:
The Lehigh Valley Zoological Society

BY: 
Name: Richard D. Molchany
Title: President & CEO

