

APPROVED by DID Board of Directors, 2/26/2025

APPROVED by LCA Board of Directors, 3/28/2025

MANAGEMENT AGREEMENT

This Management Agreement dated as of the 1st day of May, 2025 is entered into by and between the **Lancaster Downtown Investment District Authority**, a municipal authority organized and existing under the Pennsylvania Municipality Authorities Act, as amended, of the Commonwealth of Pennsylvania (the "DID"), and the **Lancaster City Alliance**, a Pennsylvania nonprofit corporation (hereinafter the "Manager"). Both entities share office space at 115 E. King Street Lancaster PA, 17602.

WHEREAS, the DID was formed by the City of Lancaster (the "City") in 1991 to provide business improvements and administrative services to taxpayers located within those areas of the City which have been designated by the City Council as the Downtown Investment District (the "District") (See Exhibit "A"); and

WHEREAS, the City and the DID have presented to the property owners within the District a five year plan for the fiscal years 2023 through 2028 (the "Plan"); and

WHEREAS, City Council of the City of Lancaster shall have approved as a condition precedent to this agreement, the Plan for such period; and

WHEREAS, in order to implement the Plan, the DID wishes to engage the services of the Manager to provide services to assist the DID in implementing the Plan; and

WHEREAS, the Manager is in a position to provide to the DID those management services described herein which the DID requires in order to implement its Plan under the terms and conditions contained herein.

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

1. **Engagement.** The DID hereby engages the Manager to provide the services more fully described herein, and the Manager hereby accepts such engagement.
 - A. The person in charge of administering this Agreement on behalf of the DID shall be the Chairperson of the Board of the DID, or such other person as the DID shall designate in writing. Such person shall have complete authority to transmit instructions, receive information and interpret and define the DID's policies and decisions pertaining thereto within a reasonable time so as not to delay the services of the Manager.
 - B. The primary person responsible for the services to be rendered under this Agreement on behalf of the Manager shall be the President of the Manager, or such other qualified person as is designated in writing by the Manager and accepted by the DID and such person shall have the title of Executive Director of the DID.

2. **Duties of Manager.** During the term of this Agreement, the Manager shall be responsible for performance of the functions and services set forth on Exhibit B attached hereto and made a part hereof.
3. **Duties of the DID.** During the term of this Agreement, the DID shall be responsible for the following:
 - A. **DID Expenses.** The DID shall be responsible for paying all expenses incurred by or on behalf of the DID when due. Nothing contained in this Agreement shall be construed as in any way obligating the Manager for the debts or liabilities of the DID and the DID agrees to indemnify and hold the Manager harmless from and against any such debts or liabilities.
 - B. **Governmental Notices.** The DID shall immediately notify Manager of receipt of any requests for information from or audit by any government agency or any subpoena, warrant or other legal process issued with respect to the operations of the DID.
 - C. **Services.** The DID shall provide its own accounting, legal and insurance services as may be required by the DID or as the Manager may reasonably request with regard to the DID's legal, accounting, and insurance issues.
 - D. **Additional Duties.** The DID shall be responsible for the additional duties set forth on Exhibit "C" attached hereto and made a part hereof.
4. **Compensation.** In consideration of the services provided by Manager hereunder, the DID shall compensate the Manager as follows:
 - A. In consideration of the provision of the management services inclusive of an administrative fee provided pursuant to Exhibit B hereof, the DID shall pay the Manager the sum of \$158,051.00 ("Management Fee") annually. The Management Fee is due in twelve equal monthly installments of \$13,170.92 each on the first day of each month. The Management Fee shall be negotiated no later than 45 days prior to each anniversary date of this Agreement.
 - B. In the event that any amounts due hereunder remain outstanding after the date when due, such amounts shall bear interest until paid in full at an annual rate equal to the commercial prime rate published by the Wall Street Journal on the date prior to the date when such payment was due.
 - C. In the event Manager advances funds on behalf of the DID, at the request or consent of the DID, for the purchase of materials or supplies or services other than services directly provided by Manager, the DID shall promptly reimburse the Manager, within ten days of receipt of an invoice, for such materials, supplies or services for which the Manager has advanced funds on behalf of the DID.

5. **Conflict of Interest.** In keeping with the Manager's duties to the DID, the Manager agrees that it shall not, directly, or indirectly, become involved in any conflict of interest, or upon discovery thereof, allow such a conflict to continue. Moreover, the Manager agrees that it shall promptly disclose to the DID any facts which might involve any reasonable possibility of a conflict of interest.
6. **Term.** This Agreement shall commence on the first day of May 2025 and shall continue for a term of one year (the "Initial Term"). This agreement shall automatically renew for additional terms of one year unless either party notifies the other at least 90 days prior to the expiration date of the Initial Term, or any renewal term (each such year a "Renewal Term") of such party's intention to terminate this Agreement. Notwithstanding the foregoing, in the event that the plan of administrative services ("Plan") of the DID shall lapse, then this Agreement shall continue for such period as agreed by the DID and the Manager.
7. **Termination.** Either party may terminate this Agreement in the event that the other breaches this Agreement and such breach is not cured within 30 days of the date the non-breaching party provides written notice of the breach. This Agreement may be immediately terminated under the following circumstances:
 - A. Either party may terminate this Agreement immediately should the other party file for protection from creditors under any bankruptcy or insolvency law or have such an action involuntary filed against it.
 - B. Either party may terminate this Agreement immediately should the other party be prevented by virtue of governmental action or court order from operating under the provisions of its articles of incorporation or exercising the powers granted to it under its articles of incorporation or the statutes under which such entity was formed.
 - C. Notwithstanding the termination of this Agreement for any reason, the DID shall remain obligated to pay to Manager any compensation to which Manager is entitled through the date of termination. The compensation due Manager shall include the monthly fee payable for the month in which the Agreement is terminated plus the recovery of all costs and expenses incurred by or contracted by Manager for the benefit of DID which have not been fully paid or amortized by the date of termination. This section 7C shall survive termination of this Agreement for any reason.
8. **Miscellaneous.**
 - A. **Effect and Construction of this Agreement.** This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein. The captions used herein are for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement.
This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same instrument.

- B. Cooperation; Further Assistance. Subject to the terms and conditions herein provided, each of the parties hereto shall use its best efforts to take, or cause to be taken, all actions necessary, proper, and advisable under the provisions of this Agreement and under applicable law to consummate and make effective the transactions contemplated by this Agreement.
- C. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed to be properly given when personally delivered to the party entitled to receive the notice or when sent by facsimile, transmission confirmed, or by certified or registered mail, postage prepaid, properly addressed to the party entitled to receive such notice at the address stated below:

If to the Manager:
Executive Director
Mr. David T. Aichele
115 E. King Street
Lancaster, PA 17602

If to the DID:
Chair, DID Authority
Mr. James Wagner
Fulton Bank
One Penn Square
Lancaster, PA 17602

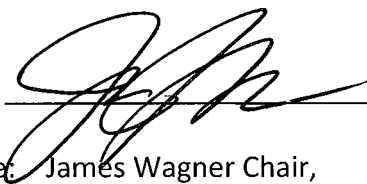
Waiver, Discharge, etc. This Agreement shall not be released, abandoned, discharged, changed, or modified in any manner, except by an instrument in writing executed by or on behalf of each of the parties hereto by their duly authorized officer or representative. The failure of any party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to Pennsylvania's principles of conflicts of law. The parties hereto agree and consent to the jurisdiction and venue of the Court of Common Pleas of Lancaster County, Pennsylvania in connection with any disputes that may arise hereunder.

Assignment. This Agreement may not be assigned, by operation of law or otherwise, without the express written consent of the non-assigning party.


IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**Lancaster Downtown Investment
District Authority**

By: 
Title: James Wagner Chair,

Lancaster Downtown Investment
District Authority

Lancaster City Alliance

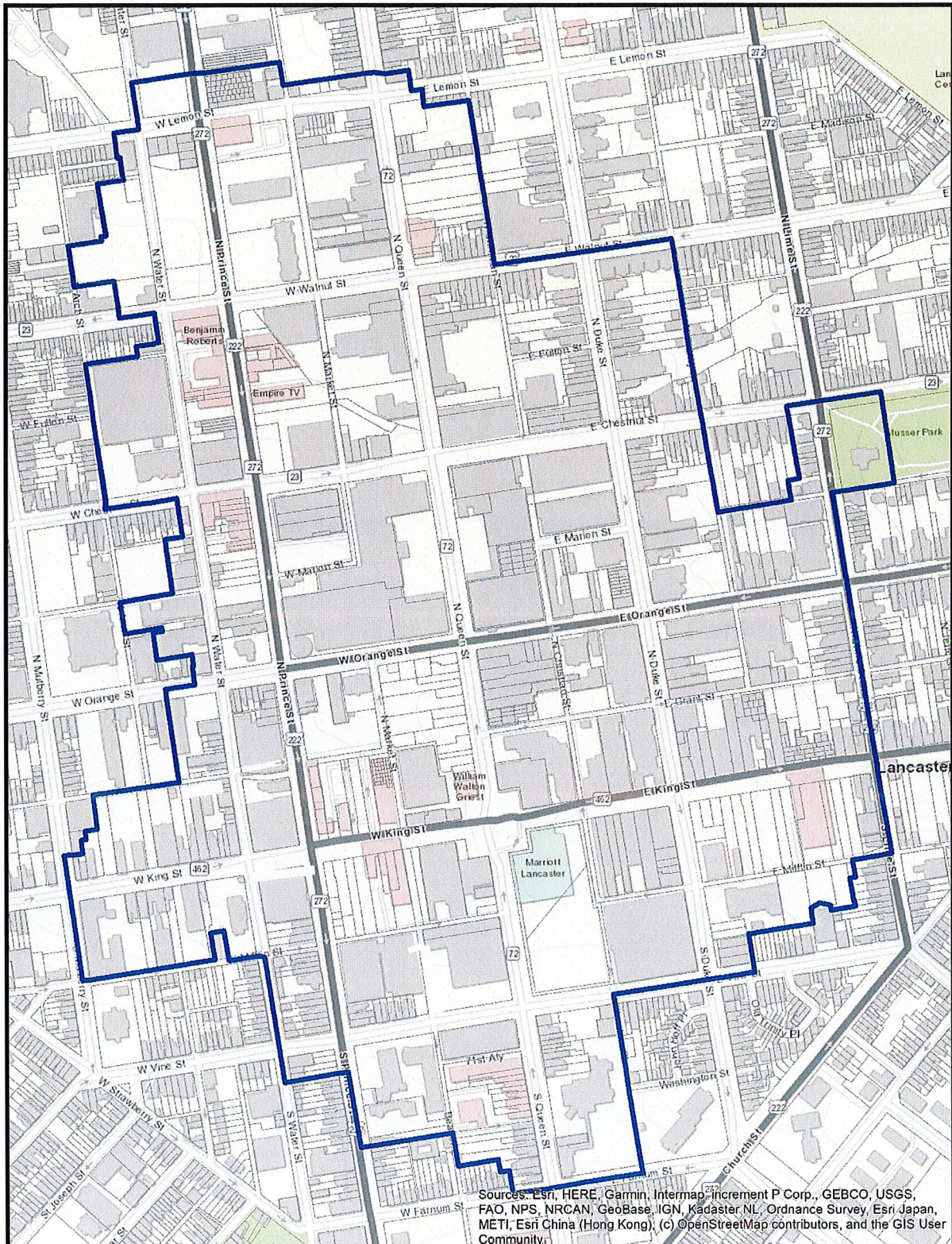
By: 
Title: Vanessa Philbert Chair,

Lancaster City Alliance

Exhibit "A"

Map of Downtown Investment District

— Downtown Investment District



Map of Outreach Specialist Focus Area

 Outreach Specialist Focus Area
 Downtown Investment District

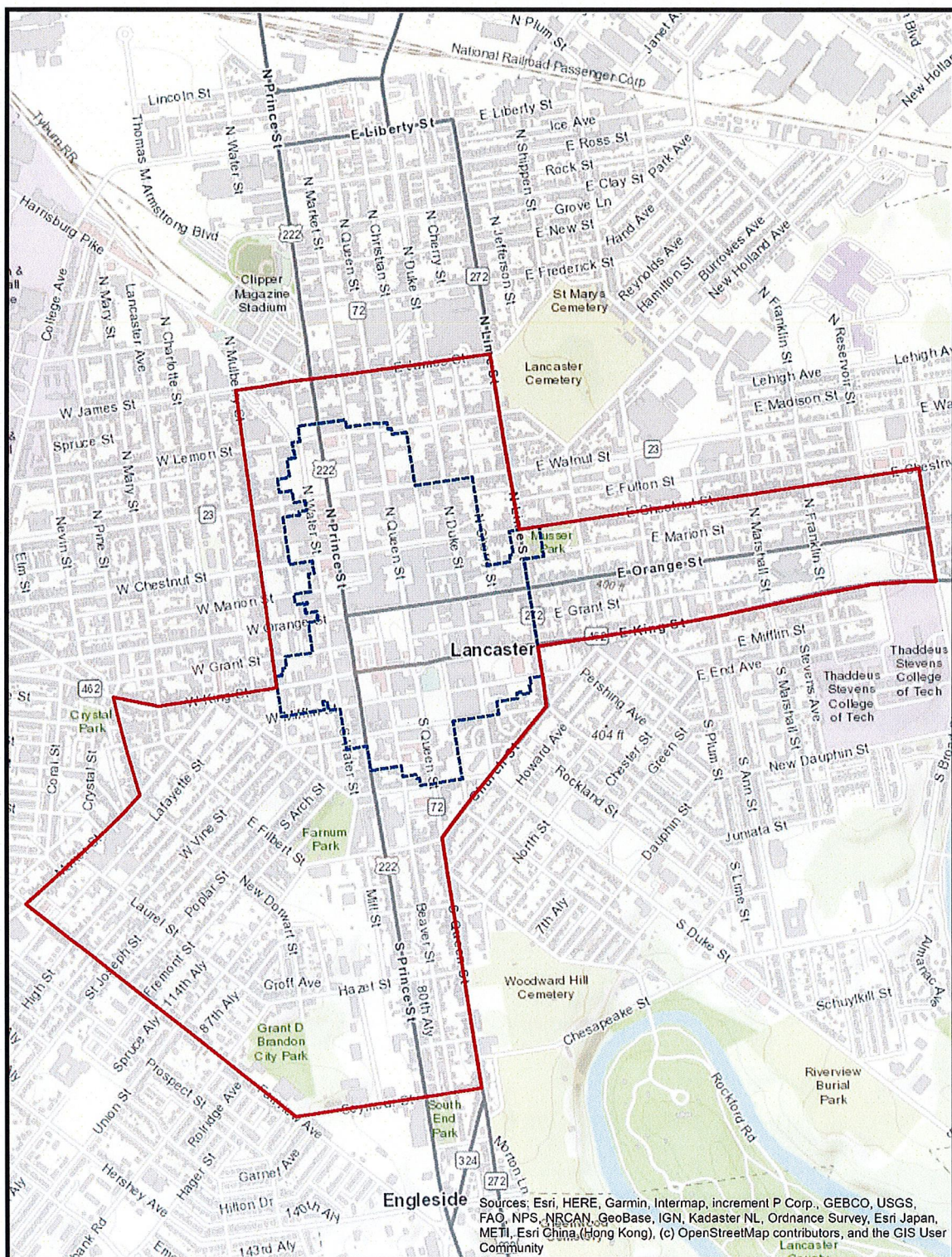


Exhibit “B”

Duties of Manager

Oversight of Services by the Manager and measures of accountability:

Public Safety

The service contract with the outside provider for provisions of Safety Ambassadors shall provide that the safety ambassadors are responsible for patrolling their assigned area on foot or bike and are trained to observe and report “quality of life” infractions. They will build relationships with residents and business owners within the target community, inform the community about the organization and project a positive image and serve as information providers on the street and respond to quality-of-life concerns in the district.

- Administer a contract for the Ambassador service with service provider.
- Maintain visible presence in the district to improve the perception of public safety in the area with a friendly, personable and approachable attitude.
- Provide assistance and information to businesses, employees, residents, visitors on events, programs and directions.
- Maintain ongoing relationship between the DID and the City of Lancaster Bureau of Police through LCA’s Community Safety Executive Leadership Team and the Lancaster Safety Partners meetings to ensure adequate police coverage levels are being provided.
- The Safety Ambassadors will serve as additional “eyes and ears” for the Lancaster City Police Department by reporting illegal behaviors or conditions and incidents that may impact safety within the district.
- The Manager is not responsible for the costs associated with the services provided in the existing contract. The Manager will not charge the DID for any costs associated with the administration of the contract.
- Accountability measures:
 - The Executive Director will provide the DID Board of Directors with statistics related to the activities of the safety ambassadors.
 - The Executive Director will provide regular updates at the DID Board of Directors meetings on activities related to the Bureau of Police, LCA’s Community Safety Executive Leadership Team and Lancaster Safety Partners.

Clean Team Program

The service contract with the outside provider for provisions of cleaning ambassadors shall provide that the Cleaning Ambassador are responsible for patrolling their assigned “Zone” on foot, paying close attention to the overall appearance of their assigned area. All Cleaning Ambassadors will observe and report “quality of life” infractions. They will engage with pedestrians and businesses to offer a pleasant smile and to provide assistance as necessary.

- Administer a contract for sidewalk sweeping services with service provider.
- Maintain visible presence in the district to improve the perception of public safety in the area with a friendly, personable and approachable attitude.
- Provide assistance and information to businesses, employees, residents, visitors on events, programs and directions.
- Maintain ongoing relationship between the DID and the City of Lancaster Department of Public Works through regular communications and meetings to ensure maintenance issues are addressed in a timely manner.
- The cleaning ambassadors will provide daily supplemental sidewalk cleaning utilizing necessary cleaning supplies or mechanical equipment to remove loose debris from the sidewalks. They will remove handbills, flyers stickers and graffiti from public space surfaces while maintaining the cleanliness appearance of trash receptacles, benches, tables and chairs.
- The cleaning ambassadors will undertake minor landscaping to include weeding and mulching tree wells in the district annually.
- Pressure washing areas as needed, in accordance with guidelines from the LCA or LDIDA.
- The Manager is not responsible for costs associated with the services provided in the existing contract. The Manager will not charge the DID for any costs associated with the administration of the contract.
- Accountability measures:
 - The Executive Director will provide the DID Board of Directors with statistics related to the activities of the clean team.
 - The Executive Director will provide regular updates at the DID Board of Directors meetings on activities related to additional services being provided in public spaces by the clean team.

Outreach Specialist

The service contract with the outside provider for provisions of social service outreach specialist shall provide that the Social Service Outreach Specialist is responsible for circulating throughout the district identifying, interacting, and building positive relationships to focus on the needs of people experiencing homelessness, addiction, and mental illness. The outreach specialist helps people cope with challenges they are facing and refers them to resources structured to deal with their situation.

- The manager will administer a contract for the outreach specialist services with service provider.
- Maintain ongoing relationships between LCA the DID and the social services agencies through regular communications and meetings to ensure available services are being communicated to those members of our community suffering from homelessness, mental illness, and addictions while maintaining regulatory guidelines.
- Build a rapport with persons encountered with goal of evaluating and understanding their needs and referrals to appropriate resources.
- Document engagements, referrals, and outcomes and communicate with other social service agencies.
- Manager and the DID are equally responsible for 50% of the cost associated with the services provided in the contract with the service provider.
- Attend meetings with service providers and city departments for the purpose of sharing information and learning what services are available.
- Engage with businesses, residents to relay information about her responsibilities and offer assistance to business that observe someone in need.
- Address “quality of life” concerns as necessary with the goal of gaining compliance.
- Report any environmental conditions to Streetplus teammates.
- Maintain effective communication with teammates with necessary information.
- Map of the coverage area of the Outreach Specialist is attached under Exhibit “A”
- Accountability measures:
 - The Executive Director will provide the DID Board of Directors with statistics related to the activities of the outreach specialist.

Marketing

- Oversee a marketing and communications strategy consistent with the components identified in the Plan, including the administrative support to oversee the Downtown Dollar gift certificate program.
- Costs associated with these services will not exceed \$10,000 for the contract term and will be paid by the DID to the Manager.
- Accountability measures: The Executive Director will regularly update the DID Board of Directors on the status of marketing activities.

Personnel

- The Manager's Appointee will serve as the DID's Executive Director and shall be responsible for arranging for administrative, operational, and fiscal services to the DID except for the services described in Section 3D.

Administrative Fee

- The DID recognizes that the Manager is providing considerable oversight and administrative services to ensure the DID continues to operate successfully, is responsive to its constituents and is accountable for activities outlined in the Plan. To support the continued significant efforts of the Manager, a \$106,424.00 fee for the contract term will be paid by the DID to the Manager.
- The DID recognizes that the Manager is providing considerable resources to provide communication materials to support the DID's programs and activities outlined in the Plan. In support of these efforts of the Manager, a \$10,000.00 fee for the contract term will be paid by the DID to the Manager.
- The DID recognizes that the Manager is providing for an outreach specialist to interact with those members of our community that are less fortunate. The outreach specialist works closely with other social services on available services and communicating those services to those in need. A map of the service area being covered by the outreach specialist is attached under Exhibit "A" of which half of that area is within the DID boundaries. In support of this effort of the Manager, a \$36,610.00 fee for 50% of the contract fee for the term will be paid by the DID to the Manager.

Total Annual Costs for All Manager Services: \$158,051.00.

Exhibit “C”

Duties of DID

Services being provided by the DID, costs of services

Safety Ambassador Program

- Fulfill the requirements of the Ambassador contract as outlined.
- The contract cost is the responsibility of the DID.

Clean Team Program

- Fulfill the requirements of the sidewalk sweeping contract as outlined.
- The contract cost is the responsibility of the DID.

Outreach Specialist Program

- Fulfill the requirements of the Outreach Specialist contract, as outlined.
- The contract cost will be a shared expense between the LCA and the DID with 50% of the program cost being paid by the DID to the Manager.

Marketing

- Continue fiduciary role related to the gift certificate/Downtown Dollars program consistent with activities in the past. Expenses related to this program are anticipated to be offset by revenue. All financial transactions are the responsibility of the DID.