County Council Minutes
January 7, 2026

The Regular Meeting of Delaware County Council was held on January 7, 2026 at 6:00 PM in the 201 W. Front St, located at , Media PA and was live streamed.

1. Call Meeting to Order

PRESENT: Richard Womack, Chair; Christine Reuther, Vice Chair; Dr. Monica Taylor, Council Member; Elaine Paul Schaefer, Council Member; Joanne Phillips, Council Member; Barbara O'Malley, Executive Director; Louis F. Rosenthal, Controller; Lee Awbrey, Solicitor; Sharon A. Scattolino, County Clerk and other department heads.

Chair Womack stated Council has been in executive session today to discuss Personnel matters.

2. Pledge of Allegiance to the Flag

3. Announcement(s)

   3.A. County Council Announcements

4. Presentations

   4.A. Introduction of Sheriff Siddiq Kamara.

5. Junior Council Comments

6. Public Comment

7. Approval of Minutes

   7.A. Approval of the Minutes of the Regular Meeting held on December 10, 2025.

Motion was made by Christine Reuther to approve the Regular Minutes held on December 10, 2025. The motion was seconded by Elaine Paul Schaefer and CARRIED unanimously.

8. Consent Agenda Items

Motion was made by Christine Reuther to approve the following Consent Agenda Items.

   8.A. Approval to advertise the DCHD Yeadon Administration Offices renovations. Subject to Solicitor's approval.

County Revenue
$200.00

8.B. Approval to accept the 2025 OJJDP FY25 Internet Crimes Against Children (ICAC) Task Force Program award in the amount of $719,703.00 for a term of 10/01/2025 to 09/30/2026. This award is a continuation of an existing award. Subject to Solicitor's approval.

8.C. Approval to participate in the Intergovernmental Transfer Agreement between Fair Acres (Delaware County) and the Department of Health and Human Services (DHS). Subject to Solicitor's Approval.

County Revenue
$25,277,801.00
General Fund
This agreement will award Fair Acres an approximate surplus of $13,900,000 (13.9 million). Delaware County will transfer funds to DHS. The transfer of these funds from the County to DHS is known as the Intragovernmental Transfer (IGT). DHS will use the IGTs as the state share of the County Nursing Facility to fund payments received from the Community HealthChoices Managed Care Organizations. The use of IGTs to fund Medicare expenditure is authorized under the Social Security Act and the Regulations of CMS. The Federal Government will match these funds as part of their federal financial participation.

8.D. Approval of our annual maintenance and support services agreement for the period of January 1, 2026, to December 31, 2026, with Tyler Technologies Inc. for $270,855.00. Subject to Solicitor's approval.

General Fund
$270,855.00
N/A
This vendor maintains the operating system for county assessment values and real estate tax records.

8.E. Approval to award contract #eDPL-120425 to RKG Associates for a County-wide housing Study and Market Analysis in an amount not to exceed $190,325.00. Subject to Solicitor's approval.

Other Revenue
$190,325
CDBG-CV

8.F. Approval to Purchase Dell PC's and monitors for County IT to upgrade outdated equipment in the amount of $149,866.02 as part of the CoStars Contract COSTARS-003-E22-603. Subject to Solicitors approval.

Capital
$149,866.02
Capital

8.G. Approval to extend GROM Contracts for Consultants working on the ERP Project, in an amount not to exceed $674,400.00. Subject to Solicitors approval.

Capital

Capital
Test Lead ended in October, GROM needs the paperwok officially signed. Two Business Analysts will continue to work on the project till at least July.

8.H. Approval to enter into a contract with T-Mobile for Mobile Services for Delaware County estimated at $315,069.12, part of Costars PA Contract. Subject to Solicitors Approval.

Operating
$315,069.12
Operating
Estimated $120K per year savings. $85K bill credit incentive. Trade in estimate at $64K. 3 Year estimated savings of $510K.

8.I. Approval to Purchase Dell PC's and monitors for Department of Human Services to upgrade outdated equipment in the amount of $99,785.84 as part of the CoStars Contract COSTARS-003-E22-603. Subject to Solicitors approval.

Capital
$99,785.84
Capital

8.J. Approval to award contract #DPW-040225 between the County of Delaware and BSS Contractors, LLC for the 1724 Chester Courthouse Rehabilitation Project in an amount not to exceed $311,000.00. Subject to Solicitor's approval.

Grant

$311,000.00
Semiquincentennial Grant from the National Park Service
This grant is administered by the Planning Department.

8.K. Approval of change orders #1 and #2 to contract #eDPW-030525between the County of Delaware and L.J. Paolella Construction, Inc. for the Leedom House Preservation project at Rose Tree Park. The contract value will increase from $299,000.00 to $323,139.65. Subject to Solicitor's approval.

Capital
$24,139.65
Loan 71

8.L. Approval of change order #1 to COSTARS Contract #PA090734 between the County of Delaware and Total Security Solutions, Inc. for the installation of a CCTV system at the County Park located at 1201 Springfield Road in Darby, PA. The contract value will increase from $59,949.35 to $61,747.35. Subject to Solicitor's approval.

$1,798.00

8.M. Approval of change order #1 to KPN contract #A-202012-04 between the County of Delaware and Weatherproofing Technologies, Inc. for roof restoration at the Fair Acres Building 12 - Warehouse. The contract value will increase from $249,955.97 to $264,711.37. Subject to Solicitor's approval.

Capital
$14,755.40
Loan 69

8.N. Approval to award the County of Delaware Elevator Maintenance Program (eDFM-121025) contract to Elite Elevator Services, LLC for the total cost base bid of $207,000.00. Subject to Solicitor's approval.

County Revenue
$207,000.00

Facilities Management Operating Budget; Fair Acres Operating Budget; 2 West Baltimore Operating Budget; Prison Operating Budget; Parks Operating Budget.
Total Cost Breakdown Over Three Years:
Facilities Operating Budget (01-0744-630469) - $93,600.00

Fair Acres Operating Budget (50-0745-630509) - $85,500.00
2 West Baltimore Operating Budget (01-0748-630469) - $16,200.00
Prison Operating Budget (641052-2310-02) - $9,000.00
Parks Operating Budget (633000-5503-01) - $2,700.00

8.O. Approval of change order #4 to contract #eDPW-040925 between the County of Delaware and TN Ward Company for the Fair Acres Geriatric Center Kitchen Renovations. The total value of the change orders is $62,466.41. The value of the contract will increase from $5,554,106.37 to $5,616,572.78. The change orders will be paid from the Owner's construction contingency. Subject to Solicitor's approval.

Capital
$62,466.41
County Capital Funds: Bond 72
If approved, the balance remaining in the construction contingency is $50,177.22.

8.P. Approval of Amended Agreement with Judicial Management Services for the provision of Electronic Home Monitoring Services.

8.Q. Approval to enter into Agreement with Arthur J. Gallagher & Co. for insurance brokerage services.

8.R. Approval of the elimination of position 7010336 and to create a Chief of Staff position in the Sheriff's office in the amount of $120,000.00 effective 01/05/2026.

County Revenue
$22,095
General County Fund

8.S. Approval of the elimination of positions 7005662 and 7004437 and to create Special Projects Assistant Position in the Sheriff's office in the amount of $55,000.00 effective 01/05/2026.

County Revenue
$400
General County Fund

8.T. Approval of the elimination of positions 7001204 and 7006411 and to create Community Outreach Specialist position in the amount of $65,000.00 in the Sheriff's Office effective 01/05/2026.

County Revenue
$2,000
General County Fund

8.U. Approval of the elimination of position 7001185 and to create Digital Media Specialist position in the amount of $32,000.00 in the Sheriff's office effective 01/05/2026.

County Revenue
$4,700
General County Fund

8.V. Approval to reclassify Administrator position 7010841 in Executive Director's office to Revenue Administrator min $87,299.00 to $113,397.00 mid range effective 01/05/2026.

County Revenue
NA
General County Fund

8.W. Approval to create Grants Compliance Administrator position in the Executive Director's office min $115,361.00 to mid $149,968.00 range effective 01/05/2026.

HHS
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Contract Funds

8.X. Approval to Create Assistant Director of Communications position in the Communications and Public Relations office min $75,850.00 to mid $98,606.00 effective 01/05/2026.

County Revenue
$75,850 to $98,606
General County Fund

8.Y. Approval to create an Assistant County Solicitor position min $68,596.00 to mid $85,744.00 range effective 01/05/2026.

County Revenue
Range Min $68,596 to Mid $85,744
General County Fund

Motion was seconded by Dr. Monica Taylor and CARRIED unanimously.

9. Appointments

   9.A. Approval to reappoint Patrick J. Brennan, Rosemarie Halt and Lonnese M. Bodison to the Board of Health, for a four (4) year term, ending January 31, 2030.

Motion was made by Christine Reuther to approve to reappoint Patrick J. Brennan, Rosemarie Halt and Lonnese M. Bodison to the Board of Health for a four (4) year term, ending January 31, 2030. The motion was seconded by Richard Womack and CARRIED unanimously.

   9.B. Approval to appoint Robert Boland and reappoint Ieasa A. Nichols to the Delaware County Regional Water Quality Control Authority, for a five (5) year term, ending January 31, 2031.

Motion was made by Christine Reuther to appoint Robert Boland to the Delaware County Regional Water Quality Control Authority to a five (5) year term, ending January 31, 2031. The motion was seconded by Dr. Monica Taylor and the following votes registered: Richard Womack, Yay; Christine Reuther, Yay, Dr. Monica Taylor, Yay, Joanne Phillips, Yay, and Elaine Paul Schaefer, Nay - vote passed 4-1.

Motion made by Christine Reuther to reappoint Ieasa A. Nichols to the Delaware County Regional Water Quality Control Authority, to a five (5) year term, ending January 31, 2031. The motion was seconded by Dr. Monica Taylor and CARRIED unanimously.

   9.C. Approval to appoint Dr. Monica Taylor for a one (1) year term, ending January 31, 2027 and appoint David Landau to a five (5) year term, ending January 31, 2031, to the Delaware Valley Regional Finance Authority.

Motion was made by Christine Reuther to appoint Dr. Monica Taylor for a one (1) year term, ending January 31, 2027, and appoint David Landau to a five (5) year term, ending January 31, 2031, to the Delaware Valley Regional Finance Authority. The motion was seconded by Joanne Phillips and CARRIED unanimously.

10. Request by the Controller's Office for payment of current bills

Motion was made by Christine Reuther to approve the Request by the Controller's Office for payment of current bills. The motion was seconded by Joanne Phillps and CARRIED unanimously.

11. Communications from the Executive Director

12. Solicitor

13. Council Remarks

14. Adjourn

Motion was made by Richard Womack to adjourn. The motion was seconded by Joanne Phillips and CARRIED unanimously.

Sharon A. Scattolino, County Clerk

COUNTY OF DELAWARE

Housing Study and Market Analysis

(eDPL-120425)

CONSULTANT AGREEMENT

BETWEEN

COUNTY OF DELAWARE

AND

RKG ASSOCIATES INC.

FOR THE PROJECT:

DELAWARE COUNTY HOUSING STUDY AND MARKET ANALYSIS

(eDPW-120425)

PROJECT INFORMATION SECTION

This section of this Consultant Agreement is referred to as the "Project Information Section." This Project Information Section, along with the Terms and Conditions attached to this Project Information Section as Exhibit A (the "Terms and Conditions"), and the other Exhibits attached to this Project Information Section, together form the "Agreement".

1. Owner: County of Delaware ("Owner").

2. Consultant: RKG Associates, Inc. ("Consultant").

3. Project: The "Project" is the Delaware County Housing Study and Market Analysis to create a data-driven assessment that addresses both countywide needs as well as conditions specific to the 49 municipalities in the County. The goal of the Project is to to gain an understanding of the inventory of current housing stock and anticipated future need in housing supply and obtain recommendations to support meaningful policy solutions.

4. [Reserved]

5. Scope of Services:

(a) Services. The "Services" to be performed by Consultant and its Subconsultants (as defined in Exhibit A) under the Agreement are the services described in Exhibit A, Exhibit B (Section 3 (Scope of Work) of the Request for Proposal "RFP" and Addendum #1 to the RFP), and Exhibit C (Scope of Services Section of Consultant's Response to RFP). If there are any conflicts among Exhibit A, Exhibit B and Exhibit C, see Article 1.14 of Exhibit A.

(c) Subconsultants: Consultant shall engage the following Subconsultants as part of Services:

IMEG
90 Broad Street, 11th Floor, Suite 1102
New York, NY 10004

6. [Reserved]

7. Consultant's Representative for the Project *[See Section 1.10 of Exhibit A]*:

Name: Eric Halvorsen, AICP
Phone: (973) 907-4650 (direct)
E-mail: ehalvorsen@rkgassociates.com

8. Key Personnel of Consultant *[See Section 1.9 of Exhibit A]*:

Name:	Role:
RKG Associates:	
Eric Halvorsen	Principal in Charge
Erol Woyciesjes	Project Manager
Alison Christensen	Senior Analyst
IMEG	
Adam Tecza	Senior Urban Designer
Eric Smith	Senior Technology Planner

9. Consultant's Compensation *[See Article 4 of Exhibit A]*:

Services Fee: The total fee for the performance of the Services (the "Services Fee") shall not exceed $190,325.00. All Services shall be billed at the hourly rates set forth in Exhibit F (Billing Rates) attached to this Project Information Section, subject to the not-to-exceed amounts set forth in the Project Budget by Task Item for Consultant and Subconsultant in the Project Budget & Schedule in Exhibit E attached to this Project Information Section. The Services Fee includes all reimbursable expenses, including travel expenses and costs associated with all in-person engagements.

10. Billing Rates: Exhibit F sets forth the billing rates of the personnel of Consultant and may contain billing rates of some or all of its Subconsultants. Such billing rates are applicable to all Services (as defined in Exhibit A) to be performed by Consultant or any Subconsultants that are to be compensated based on time worked pursuant to the Agreement. Such billing rates include all employee benefits, general administrative costs, profit, overhead, insurance and all other unallocated costs and shall not be further marked-up by Consultant and such Subconsultants. Owner's prior written approval must be obtained for (a) any change in an individual or category of personnel named in Exhibit F to this Project Information Section; and (b) the billing rates of Subconsultants, if any, added after the date the Agreement has been executed by the parties. Owner shall not compensate Consultant (i) for any billing rate not set forth in Exhibit F or otherwise approved by Owner in writing; (ii) for any Services performed by individuals or categories of personnel not set forth in Exhibit F or otherwise approved by Owner in writing; or (iii) for more than eight (8) hours per day or forty (40) hours per week for any employee without Owner's prior written consent.

11. Notice Parties *[See notice provision in Section 8.2 of Exhibit A]*:

If to Owner:

Gina Burritt
County of Delaware Planning Department
2 W. Baltimore Ave
Suite 202
Media, PA 19063
Email: burrittg@co.delaware.pa.us

with a copy to:

Mariette Mooyman, Deputy Solicitor
Delaware County Solicitor's Office
201 West Front Street
Media, PA 19063-2708
Email: Mooymanm@Co.delaware.pa.us

If to Consultant:

Eric Halvorsen, AICP
RKG Associates, Inc.
76 Canal Street, Suite 401
Boston, MA 02114
Email: ehalvorsen@rkgassociates.com

12. Exhibits. The following Exhibits are attached to this Project Information Section and form a part of the Agreement:

A	Terms and Conditions
B	Scope of Work
C	Scope of Services
D	Not Used
E	Project Budget and Schedule
F	Billing Rates
G	Insurance Requirements
H	Artificial Intelligence (AI) Restrictions
I	Not Used
J	Not Used
K	Not Used
L	Not Used

13. Counterparts and Electronic Signatures. This Project Information Section may be executed in counterparts, each of which shall constitute an original instrument and which counterparts together shall constitute the same instrument, even though no one counterpart is signed by both parties. The delivery by either party to the other of a portable document format or DocuSigned version of a signed counterpart shall have the same legally binding effect as the delivery of an original signed counterpart.

14. Effective Date of Agreement: The Agreement shall become effective on January 7, 2026 (the "Effective Date").

IN WITNESS WHEREOF, the parties to the Agreement, intending to be legally bound hereby, have entered into the Agreement as of the Effective Date.

CONSULTANT:

RKG ASSOCIATES, INC

By: ____________________________________
Eric Halvorsen
Vice President and Principal

OWNER:

COUNTY OF DELAWARE

By: ____________________________________
Dr. Monica Taylor
County Council Chair

EXHIBIT A

TERMS AND CONDITIONS OF CONSULTANT AGREEMENT

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ARTICLE 1
SERVICES TO BE PERFORMED BY CONSULTANT

1.1. Performance of Services. Consultant shall perform (a) the Basic Services; and (b) Additional Services (as hereinafter defined), if any. The Services and any Additional Services required by Owner in accordance with the terms of the Agreement are collectively referred to in the Agreement as the "Services." The Basic Services shall be deemed to include, in addition to the Services specifically listed, such other reasonably related or auxiliary services that are reasonably inferable therefrom or that Consultant would otherwise be obligated to perform in order to comply with the Standard of Care (as hereinafter defined). The Owner may at any time delete any of the Basic Services described in Exhibit C.

1.2. Reduction in the Scope of Services. Owner may independently, or upon request from Consultant, from time to time, reduce the Services required to be performed by Consultant or its Subconsultants under this Agreement. Upon doing so, Owner and Consultant agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in compensation associated with the reduction.

1.3. Additional Services.

1.3.1. In no event shall Consultant be entitled to additional compensation for work or services not within the scope of Basic Services claimed to have been performed by Consultant or its Subconsultants unless Owner and Consultant sign an Amendment (as hereinafter defined) to the Agreement stating the scope of such additional services, the compensation therefor and the timing for completion of such additional services in advance of the performance thereof or Owner directs Consultant in writing to perform such Additional Services. In the absence of a written agreement on the pricing for any Additional Services, Consultant will be compensated therefor based on the time reasonably expended by it and its Subconsultants in performing such Additional Services, at the hourly rates for Consultant set forth in Exhibit F and for its Subconsultants at the rates set forth in Exhibit F; provided, that if such hourly rates for any Subconsultant employee is not set forth in Exhibit F, such employee's rate shall not exceed the rates generally charged by comparable consultants for the applicable services. If Consultant or its Subconsultants perform any such additional work or services without an Amendment or the written direction of Owner, Consultant and its Subconsultants shall be deemed to have waived any right Consultant may have to additional compensation or other consideration for performance thereof. Any additional services agreed upon by Owner and Consultant in an Amendment and any other services that are not Services and are reasonably requested by Owner in writing are referred to in the Agreement as "Additional Services," and the fee payable for such Additional Services pursuant to the Agreement is referred to herein as the "Additional Services Fee."

1.4. Standard of Care. Consultant represents to Owner that Consultant and its Subconsultants have the necessary professional expertise, skill and ability to perform all of the Services. Consultant and its Subconsultants shall perform the Services with the appropriate degree of skill, care and diligence, considering the public nature and profile of the Project and in accordance with professional standards applicable to projects similar in scope and complexity to the Project (the "Standard of Care"). References in certain paragraphs and subparagraphs of the Agreement to the Standard of Care in the context of the performance of Services shall not be construed to imply that the absence of such a reference in other paragraphs and subparagraphs of the Agreement means that the Services required by such other paragraphs and subparagraphs are not subject to the Standard of Care.

1.5. Legal Requirements. Consultant and its Subconsultants shall perform the Services in compliance with, and the Project to the extent designed by Consultant and its Subconsultants shall conform to, all applicable governmental statutes, laws, codes, orders, ordinances, regulations, standards, requirements, practices and rules, and the applicable requirements of all federal, state and municipal governments, courts, departments, commissions, boards and any other body exercising functions similar to the foregoing, and all other entities having jurisdiction or rights of approval affecting the Services, the Project or the Site, including, without limitation, the anti-terrorism rules of the U.S. Treasury Department's Office of Foreign Assets and Control, the Internal Revenue Service's rules and regulations, all applicable lobbying disclosure laws, all applicable building codes and the County of Delaware administrative code (collectively, "Laws"). Without limiting Consultant's obligations under this Section 1.5, Consultant shall promptly advise Owner of any portions of the Project for which Consultant believes requirements of the Americans with Disabilities Act or any similar local or state statutes or regulations are not clear.

1.6. Correction of Services. Consultant will perform or cause to be performed as part of the Services, without charge to Owner, such Services as may be required to correct or remedy any default of Consultant or its Subconsultants and Services not rendered in accordance with the Agreement or the Standard of Care or Laws. This obligation on the part of Consultant is in addition to any and all other remedies that Owner may have, whether under the Agreement or otherwise at law or in equity.

1.7. Representations and Covenants. Consultant represents and covenants as follows: (a) Consultant is aware of the time restrictions for performance of the Services; (b) Consultant is financially solvent and possesses sufficient experience, authority, personnel and working capital to complete the Services; (c) Consultant has thoroughly familiarized or will thoroughly familiarize itself with the local requirements under which Services are to be performed; (d) Consultant is an entity duly organized and validly existing under, or qualified to do business under, the Laws of the Commonwealth of Pennsylvania; (e) Consultant and each Subconsultant has and shall maintain all necessary licenses and permits from governmental, public and other authorities necessary to perform the Services; (f) Consultant has full power and authority to enter into the Agreement and perform its obligations hereunder; and (g) the individual signing the Agreement on behalf of Consultant has the power, authority and legal capacity to sign the Agreement on behalf of and to bind Consultant.

1.8. Subconsultants.

1.8.1. The subconsultants, if any, named in the Project Information Section have been approved by Owner. Prior to engaging a subconsultant not identified in the Project Information Section to perform Services, Consultant shall consult with Owner and submit the name and other relevant information about such subconsultant (including, but not limited to, the billing rates for the personnel of such subconsultant who may work on Services) for Owner's written approval, and such billing rates, if expressly approved by Owner in writing, shall be deemed incorporated into Exhibit F. The subconsultants listed in the Project Information Section or otherwise approved by

Owner in writing to perform Services pursuant to the terms of the Agreement are referred to herein as the "Subconsultants." Subconsultants shall not be changed without the prior written approval of Owner.

1.8.2. Consultant shall provide Owner with copies of all subcontracts with Subconsultants upon Owner's request. Consultant shall include provisions in each of the subcontracts with Subconsultants (a) naming Owner as a third-party beneficiary of the subcontract, entitled to enforce any rights thereunder for its benefit, and that Owner shall have the same rights and remedies vis-a-vis such Subconsultant that Consultant may have, including, but not limited to, the right to be compensated for any loss, expense or damage of any nature whatsoever incurred by Owner, resulting from any breach of such subcontract by such Subconsultant and any error, omission or negligence of such Subconsultant in the performance of any of its professional services or obligations under such subcontract; and (b) obligating such Subconsultant upon Owner's request to provide its services directly to Owner and Owner's designees without any further consent in the event that the Agreement is terminated or the parties otherwise agree. Consultant shall ensure that each Subconsultant performing Services complies with Laws.

1.8.3. Consultant acknowledges and agrees that, notwithstanding the retention of Subconsultants, the responsibility and obligation of Consultant shall be inclusive and extend to the Services to be performed by Subconsultants. Consultant shall coordinate and be responsible for the performance of all such Services as if Consultant had performed them or was obligated to perform them directly, and Consultant shall be fully responsible for the acts, errors and omissions of Subconsultants and of persons either directly or indirectly employed by its Subconsultants. In addition, Consultant shall be responsible for the coordination of its Services (including but not limited to the Services to be provided by Subconsultants) with the services of the contractors engaged by Owner to perform work related to items designed by Consultant pursuant to the Agreement and all other consultants and contractors retained by Owner to provide services in connection with the Project. The contractors referred to in the immediately preceding sentence are each individually referred to as a "Contractor" and collectively as the "Contractors." Consultant acknowledges and agrees that the amounts payable to Consultant under the Agreement or otherwise are inclusive of all amounts that may be payable to Subconsultants, or any one or more of them, by reason of the Services and that Consultant shall be solely responsible for the payment in full of Subconsultants.

1.8.4. Consultant hereby assigns to Owner and Owner's successors and assigns each agreement with each Subconsultant it has entered into or that it shall enter into in connection with the Services, provided that such assignment shall only be effective upon (a) the termination of the Agreement and (b) acceptance of such assignment by Owner, or Owner's successors or assigns, as applicable, by notification in writing to the Subconsultant. Notwithstanding anything to the contrary contained in this Section 1.8.4, Owner shall not be responsible for the performance of Consultant under any agreement with any Subconsultant or any claim of the Subconsultant thereunder for compensation or otherwise arising prior to the acceptance of such agreement by Owner.

1.9. Staffing; Key Personnel.

1.9.1. Consultant agrees to assign to the Services (and to cause its Subconsultants to assign to the Services) personnel with the appropriate qualifications and relevant experience, for such time as is necessary and/or desirable so that Consultant may timely and properly fulfill its obligations under the Agreement. Consultant shall dismiss from the performance of the Services any employee (even if such employee is designated as part of Key Personnel) of Consultant or any Subconsultant to whom Owner objects.

1.9.2. The employees of Consultant and/or Subconsultants designated in the Project Information Section as "Key Personnel" (each, a "Key Person") shall be specifically assigned to the Services for such time as is necessary and/or desirable so that Consultant may timely and properly fulfill its obligations under the Agreement. No Key Person shall be changed without the written consent of Owner unless such Key Person becomes unavailable to perform his or her duties because of death, disability, resignation or termination of employment; provided, however, that a Key Person shall be removed at Owner's request. Consultant shall notify Owner promptly of the incapacitation, resignation or termination of any Key Person, and shall promptly replace such individual and any Key Person removed at Owner's request with an individual reasonably acceptable to Owner, who shall thereupon be deemed a Key Person.

1.10. Authority; Reliance.

1.10.1. Any documentation or information provided to Consultant by or on behalf of Owner in connection with the Agreement is provided as a convenience and Consultant may not rely thereon. If Owner in writing permits Consultant to rely on any of such information, then Consultant may do so, so long as such reliance would not violate the Standard of Care.

1.10.2. Consultant's Representative identified in the Project Information Section shall possess full authority to receive and act on instructions from Owner and to bind Consultant with respect to all matters concerning the Agreement.

1.11. Cooperation. Consultant shall (and shall cause the Subconsultants to) cooperate fully and timely, and to work collaboratively, with Owner and Owner's consultants, employees, contractors, subcontractors, subconsultants, advisors and Project team members (including staff from the Delaware County Planning Department and Office of Housing and Community Development, as well as stakeholders from non-profits and service providers) as the same are involved or retained from time to time (collectively, "Project Participants"). Further, Consultant shall (and shall cause the Subconsultants to) work collaboratively with the Project Participants to achieve Owner's goals for the Project. Consultant acknowledges and agrees that the involvement of Owner's consultants, employees, contractors, subconsultants, subcontractors, advisors and team members and the performance of their respective duties with respect to the Project shall not reduce the scope of Consultant's duties under the Agreement nor relieve Consultant of its responsibilities to Owner under the Agreement.

1.12. Shop Drawings and other Submittals. If **Exhibit B** or **Exhibit C** requires Consultant to review submittals such as shop drawings, product data and/or samples, Consultant's action on such submittals (which shall consist of reviewing, approving or otherwise taking appropriate action on the same) as well as its responses to requests for information from Contractors shall be taken with reasonable promptness so as to cause no delay in the applicable Contractor's Work or in the construction of Owner or separate contractors. Consultant's review shall be for the purpose of checking for conformance with the information given and the requirements (including but not limited to the design concept) of the applicable construction documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions or quantities or for substantiating instructions for installation or performance of equipment or systems designed by Contractors, all of which remain the responsibility of such Contractors to the extent required by their respective Construction Contracts. Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Consultant, of construction means, methods, techniques, sequences or procedures. Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If construction documents prepared by Consultant specifically require a Contractor to provide professional design services related to systems, materials or equipment, Consultant shall specify appropriate performance and design criteria that such services must satisfy. If requested by Owner, Consultant shall review and take appropriate action on shop drawings and other submittals related to the Work designed or certified by the applicable Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to Consultant. Consultant's review shall be for the purpose of checking for conformance with the information given and the requirements (including but not limited to the design concept) of the applicable construction documents. Subject to the Standard of Care, Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications and approvals performed or provided by such design professionals.

1.13. <u>Safety; Conduct at a Site</u> Any personnel of Consultant or any Subconsultant who visit a construction site in connection with the Services must comply with (a) Owner's guidelines regarding access to the applicable site, which may include wearing the appropriate clothing and shoes and safety equipment (including but not limited to hardhats and eye protection) and being escorted by Project personnel; and (b) all applicable OSHA standards and requirements. All visitors must follow Owner's rules and regulations at all times while on a construction site and must sign a written release if required by Owner. Consultant, in connection with the any testing, boring or similar work by a Subconsultant, shall (i) ensure that adequate safety precautions are taken by such Subconsultant so as to protect persons and property affected by its testing, boring or similar work, (ii) cause such Subconsultant to comply with all Laws, and (iii) cause all such testing, boring and similar work to be performed in accordance with the Standard of Care. Neither Consultant nor any Subconsultant shall bring any hazardous materials or substances to any site. If Consultant or any Subconsultant encounters any hazardous substances or materials that could pose a danger to persons or property, they shall immediately notify Owner and shall not continue such testing until the applicable issue is addressed by Owner.

1.14. <u>Order of Precedence</u>. In the event of a conflict (a) between the terms of the Project Information Section and an Exhibit, the terms of the Project Information Section shall control or (b) between the terms of this <u>Exhibit A</u> and another Exhibit, the terms of this <u>Exhibit A</u> shall control.

1.15. <u>Interpretation</u>. If this Agreement provides that Consultant shall make any interpretations of design documents, interpretations of Consultant shall be consistent with the intent of and reasonably inferable from the applicable design documents and shall be made in writing or in the form of drawings. When making interpretations, Consultant shall endeavor to secure faithful performance by both Owner and the applicable Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith and without negligence.

1.16. Response to RFP. Except to the extent otherwise expressly modified herein, Consultant confirms and reaffirms, and shall be deemed to have confirmed and reaffirmed, all representations, warranties, acknowledgements and statements made by Consultant in its response to RFP and any supplements thereto.

ARTICLE 2
OWNERSHIP OF DESIGN MATERIALS

2.1. Ownership of Design Materials.

2.1.1. "Instruments of Service" means the Deliverables and all other drawings, specifications, documentation and materials, including but not limited to those in electronic form, prepared by Consultant or its Subconsultants and delivered to Owner. For purposes of copyright, Consultant or its Subconsultants are the authors of the Instruments of Service. Any Instruments of Service in electronic form shall be in the format reasonably required by Owner.

2.1.2. Any and all Instruments of Service, and all intellectual property rights in and to such Instruments of Service, are hereby fully irrevocably and perpetually assigned by Consultant to Owner, and immediately upon their creation shall be the sole and exclusive property of, and owned by, Owner. All Instruments of Service shall immediately upon their creation be deemed works for hire within the meaning of the Copyright Act, 17 U.S.C. 101 *et seq*., and the copyrights and all right and title, including but not limited to rights of authorship and ownership, in all Instruments of Service shall be owned by and vested in Owner. If any Instruments of Service are at any time deemed not to be works made for hire, Consultant hereby assigns to Owner, effective as of the time of creation of such Instruments of Service, all right, title, and interest in and to such copyrights that it may be deemed to have, together with all renewals and extensions of such copyrights that may be obtained under the Laws now or hereafter in force and effect in the United States and in any other country or countries and the right to enforce such copyrights and obtain any proceeds therefrom. The rights conveyed in this Article 2 are without limitation as to media or technology now known or hereafter invented, time, or territory worldwide. Owner and its successors or assigns may freely assign or transfer their rights under this Article 2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of Owner.

2.1.3. Consultant represents and warrants that it has the sole and unrestricted right to grant the rights granted to Owner with respect to the Instruments of Service as set forth in this Article 2. Consultant shall indemnify, defend with counsel reasonably satisfactory to Owner and hold Owner harmless from all damages, losses, costs, and judgments incurred by Owner that arise in connection with any claim that Consultant did not possess such sole and unrestricted right. If Owner uses or modifies the Instruments of Service without retaining Consultant, Owner releases Consultant from all claims and causes of action arising from such use, except to the extent such claims or causes of action arise out of the failure of Consultant or its Subconsultants to adhere to the Standard of Care required.

2.1.4. Consultant shall include the provisions of this Article 2 in all subcontracts with Subconsultants and shall receive assurances from its Subconsultants as to their agreement with Owner's rights under this Article 2.

2.2. Confidential Information.

2.2.1. To the fullest extent permitted by Laws, Consultant, the Subconsultants, and their respective employees, members, partners, officers, directors, principals, agents and subcontractors, shall not divulge Confidential Information (as hereinafter defined) to anyone without Owner's prior written consent. Consultant agrees that Confidential Information may be used by Consultant only as authorized by Owner in writing. Notwithstanding the foregoing, Consultant may, without Owner's consent, share Confidential Information with employees, officers and principals of Consultant and with the Subconsultants and their respective employees, officers and principals, but only to the extent such entities and individuals need to receive such information in order to perform the Services, provided that Consultant (a) informs each such individual and entity receiving Confidential Information of the confidential nature of such Confidential Information and directs each such person and entity receiving the Confidential Information to treat the Confidential Information confidentially and not to disclose it to any unauthorized person, and (b) takes such measures as are necessary to ensure that there shall be no disclosure of any such Confidential Information to any unauthorized person by the employees, members, partners, officers, directors, agents, principals and subcontractors of Consultant and the Subconsultants.

2.2.2. Consultant shall immediately notify Owner of any court order or subpoena requiring disclosure of Confidential Information and shall cooperate with legal counsel for Owner in the appeal or challenge of any such order or subpoena. If Owner timely appeals or challenges such court order or subpoena, to the fullest extent permitted by Laws, Consultant shall not disclose such Confidential Information unless the court orders release of such Confidential Information pending Owner's appeal or challenge.

2.2.3. Upon the written request of Owner, Consultant shall return all Confidential Information disclosed by Owner to Consultant, in a timely manner, together with all copies, summaries and extracts thereof (whether prepared by Owner, Consultant or by others). However, Consultant may retain one copy of all Confidential Information received, and copies, summaries and extracts thereof, as may be required by Laws, its internal record keeping standards or for use in connection with the enforcement of the terms and conditions of the Agreement.

2.2.4. Consultant acknowledges that money damages may not be a sufficient remedy for any violation of the terms of this Section 2.2 and accordingly Owner will be entitled to specific performance and injunctive relief as remedies for any violation of this Section 2.2. These remedies will not be exclusive remedies but will be in addition to all other remedies available to Owner at law or equity.

2.2.5. Consultant shall include in the subcontract agreement with each of the Subconsultants provisions similar to the provisions of this Section 2.2 requiring, to the fullest extent permitted by Laws, the Subconsultants to maintain the confidentiality of the Confidential Information.

2.2.6. "Confidential Information" means (a) information expressly identified by Owner to Consultant as being confidential, (b) the terms and conditions of the Agreement and any Amendments, (c) financial information related to Owner or the Project; (d) budgeting, scheduling and other key information related to the Project; (e) information related to the condition of the Site or Project; (f) trade secrets of Owner; and (g) any other information related to Owner or the Project or Site communicated by or on behalf of Owner to Consultant or gained, obtained, derived, produced, generated or otherwise acquired by Consultant, the Subconsultants, and their respective employees, members, partners, officers, directors, principals, agents and subcontractors which would be reasonably expected to be confidential or sensitive information. The term "Confidential Information" shall not include information (i) that is or subsequently becomes publicly available (but not due to actions or omissions of Consultant or the Subconsultants, or their respective employees, officers, members, partners, directors, principals and agents), (ii) was rightfully in the possession of the receiving party (from a source other than Owner) before its disclosure by Owner pursuant to the Agreement, or (iii) was independently developed by a receiving party without the use of Confidential Information.

ARTICLE 3
TERM; SCHEDULE

3.1. Term. The Agreement is effective on the Effective Date and, subject to any sooner termination as provided in Article 7, shall remain in effect through July 31, 2026 (the "End Date"); provided, that notwithstanding the foregoing, if any portion of the Services that Consultant is required to perform under this Agreement has not been performed by the End Date, the End Date shall be extended until the Services are complete and Consultant shall nevertheless be obligated to perform such Services in accordance with this Agreement. All invoices for Services performed must be properly submitted by Contractor no later than July 6, 2026.

3.2. Schedule. Consultant shall perform the Services expeditiously. Time is of the essence with respect to the performance by the Consultant of its obligations under the Agreement. The schedule is set forth in Exhibit E to the Project Information Section.

3.3. Owner's Review. With each submission of Deliverables by Consultant to Owner, Consultant shall provide such supporting information and data reasonably requested by Owner in order for Owner to understand any requests and decisions being sought.

3.4. Delays By Consultant. If the progress or completion of the Project is delayed by reason of any error, inconsistency, action or omission of, or breach of the Agreement by, Consultant or any of its Subconsultants, in addition to any other rights Owner may have under the Agreement or under Laws, Owner shall have the right to require Consultant and its Subconsultants to provide remedial Services at their own cost, including but not limited to any overtime costs and expenses, required to make up time lost because of such delay.

ARTICLE 4
COMPENSATION OF CONSULTANT

4.1. Services Fees.

4.1.1. The Basic Services Fee and Additional Services Fee (if any) are collectively referred to herein as the "Services Fees". The Services Fees shall constitute full payment to Consultant and its Subconsultants for performance of the Services, including but not limited to all direct and indirect costs of Consultant and its Subconsultants in performing such Services, including but not limited to employee benefits, overhead, general administrative costs, profit, Project-related expenses, other unallocated expenses.

4.2. Payment of Services Fees.

4.2.1. Consultant shall submit requests for payment of Services Fees not more frequently than once in any thirty (30) day period for Services properly performed in the preceding thirty (30) day period which properly incurred during such period. Owner shall pay Consultant the amounts properly due for Services Fees, based on the hours worked by Consultant's personnel and those of its Subconsultants, within forty-five (45) days after Owner's receipt of a detailed and complete request for payment in form and substance reasonably acceptable to Owner, including but not limited to a description of the Services performed in reasonable detail and a statement of time worked by individuals during the period at the applicable billing rates. Each invoice shall include a table showing the current amount being billed, the amount invoiced to date, and the remaining amount of the Services Fee for each budgeted task item included in Exhibit C and Exhibit E. Requests for payment shall not request payment for more than 95% of the maximum cost proposed in the bid amount until the end of the contract period.

4.2.2. Owner shall have no obligation to review a request for payment (and the (45)-day period for payment shall not begin to run) until all items referenced in this Section 4.2.1 and all outstanding and complete documentation and reports have been delivered to Owner.

4.3. [Reserved]

4.4. Payment not Final Approval. Consultant understands and agrees that payment to the Consultant or reimbursement for any Consultant costs related to the Services does not constitute a final decision by Owner regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Consultant of the terms of this Agreement. If Owner determines that Consultant is not entitled to receive any amount of compensation already paid, Owner will notify Consultant in writing along with any documentation supporting Owner's claim and Consultant shall promptly return such amount.

4.5. Payments Withheld. In addition to any other right Owner may have hereunder or under Laws to withhold payment to Consultant, Owner may in its sole and absolute discretion withhold payment to Consultant to such extent as it reasonably deems necessary as a result of (a) evidence of fraud, overbilling or overpayment discovered upon audit; (b) a payment request that includes fees for unapproved subconsultants or subcontractors; (c) failure to make payments to Subconsultants in accordance with the applicable consulting agreements except to the extent

Owner wrongfully withholds the applicable payment to Consultant; or (d) Services not performed in accordance with the requirements of the Agreement or any other breach of the Agreement. Payment of the amount withheld shall be made when the grounds for the withholding have been removed or remediated to Owner's reasonable satisfaction, or the parties have otherwise agreed to an alternative remedy.

4.6. Continuing Performance. Provided Owner has paid all undisputed amounts due to Consultant under the Agreement, (a) Consultant shall not be entitled to claim that Owner is in breach of the Agreement in connection with the non-payment of the withheld amount and (b) Consultant shall continue performing the Services (and shall cause the Subconsultants to perform the Services) in accordance with the terms of the Agreement without interruption during the pendency of any dispute regarding the Agreement, including, without limitation, a dispute regarding whether services constitute Additional Services or are required under the Agreement without additional compensation and/or a dispute regarding the amount of compensation for Additional Services.

4.7. Records. Records and documents of Consultant and its Subconsultants relating to the Services Fees, regardless of whether such were billed to Owner, shall be available to Owner and/or Owner's designees for inspection, copying and audit during normal business hours and at other mutually convenient times. All records shall be kept on the basis of generally accepted accounting principles consistently applied and shall be maintained for a minimum period of three (3) years following the earlier of (a) the date of final completion of the Services or (b) the termination of the Agreement. If any inspection or audit by Owner reveals an overcharge, Consultant shall promptly pay Owner upon demand an amount equal to such overcharge, as reimbursement for such overcharge, and, if the overcharge exceeds three percent (3%), shall also promptly reimburse Owner for the expenses incurred in good faith by Owner in determining the overcharge.

4.8. Final Payment. The receipt by Consultant of the final payment due under the Agreement shall constitute a full and complete release of Owner from any and all claims of any nature whatsoever that Consultant may have against Owner for amounts due for the Services rendered, except that claims timely made by Consultant in accordance with Section 8.3 before Owner makes final payment shall not be released by Consultant. The making of partial payments or of any such final payment by Owner to Consultant shall not constitute an acceptance of the Services and/or work product of Consultant or be deemed a release of Consultant from any claims, demands or causes of action that Owner may now, or at any time hereafter, have against Consultant.

ARTICLE 5
INDEMNIFICATION

5.1. General Indemnification.

5.1.1. To the fullest extent permitted by Laws, Consultant shall indemnify, defend with counsel reasonably acceptable to Owner (provided that the defense obligation shall not apply to Claims related to the professional negligence of Consultant) and hold harmless the Indemnified Parties, from and against (a) all Claims and all Losses to the extent arising out of errors or omissions by a Responsible Party constituting a breach of the Standard of Care, willful or negligent acts, or any breach of contractual duties, of any Responsible Party, even if caused in part by an

Indemnified Party; and (b) all Claims brought by Consultant's Subconsultants, agents, consultants or independent contractors, or anyone directly or indirectly employed by any of them, and all Losses in connection with such Claims, arising out of, or resulting from the Services or the Project; provided, however, that Consultant's obligation to indemnify an Indemnified Party under this Section 5.1 shall not apply to the extent that such Claims and/or Losses are caused by the negligence or willful misconduct of such Indemnified Party. Consultant's indemnification obligations shall not be limited by (i) available insurance proceeds or (ii) any limitation on the amount or type of damages, compensation or benefits payable under worker's or workmen's compensation acts, disability acts or other employee benefit acts. The duty to defend under this Section 5.1.1 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of any Responsible Party or Indemnified Party.

5.1.2. The following terms have the following meanings when used in the Agreement: (a) "Claims" means claims, demands, causes of action and suits; (b) "Indemnified Parties" means Owner, members of its governing boards, and Owner's agents, representatives and employees; (c) "Losses" means losses, costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs of investigation and dispute resolution; and (d) "Responsible Parties" means Consultant, Subconsultants, and their respective agents, employees, officers, members, partners, directors, principals and subcontractors, and/or anyone directly or indirectly employed by any of them, and/or anyone for whom any of them may be legally responsible and "Responsible Party" is one of the entities described in this subpart (d).

ARTICLE 6
INSURANCE

6.1. General Provisions.

6.1.1. Consultant shall at all times maintain the insurance set forth in Exhibit G (Consultant's Insurance Requirements) to the Project Information Section and otherwise meet the requirements set forth in Exhibit G. Consultant shall include in the subcontracts with all Subconsultants a provision requiring the Subconsultant to maintain insurance coverages, at minimum, equal to those required for Consultant in this Article 6 and Exhibit G. and shall cause any Subconsultants who may perform testing, boring or similar work at a site to maintain the pollution liability insurance described in Exhibit G.

6.1.2. Consultant shall cause its Subconsultants to name the Indemnified Parties as additional insureds on each Subconsultant's liability policies (except for any Professional Liability policies) without liability on the part of Owner or the other Indemnified Parties for premiums therefor. Coverage provided to the additional insureds under such policies shall be at least as broad as that afforded to the first named insured.

6.2. Not a limitation on Other Obligations. Insurance provisions under this section shall not be construed to limit the Consultant's obligations under this Agreement, Including Indemnity.

ARTICLE 7
SUSPENSION OF THE SERVICES AND TERMINATION

7.1. Termination by Owner for Default.

7.1.1. The following shall each constitute an "Event of Default" by Consultant under the Agreement: (a) Consultant becomes insolvent, is adjudged a bankrupt, or makes a general assignment for the benefit of creditors, or becomes a subject of any proceeding commenced under any statute or law for the relief of debtors; (b) Consultant fails to obtain and maintain all insurance required by the Agreement; (c) any certification, representation or warranty made or provided by Consultant to Owner pursuant to the Agreement shall be or become false or misleading in any material respect; or (d) Consultant fails to observe and/or perform any other terms, provisions, conditions, covenants or agreements in the Agreement, or in any other agreement between Owner and Consultant, to be observed and/or performed on the part of Consultant and, in the case of subparts (c) and (d) of this Section 7.1.1, such violation, breach or failure continues for seven (7) days after receipt of notice thereof from Owner, provided that Owner shall not be required to provide notice and cure periods for any default that cannot be cured or that is not susceptible of cure within the applicable cure period and no cure period shall extend the time for Consultant's performance as required in the Agreement. For sake of clarity, Consultant shall not be entitled to notice or a cure period for defaults listed in clauses (a) and (b) of this Section 7.1.1.

7.1.2. If an Event of Default occurs, Owner may (a) terminate the Agreement at any time thereafter, (b) (b) procure the services from another sources and hold Consultant responsible for any excess cost occasioned thereby; and (c) offset any damages incurred by Owner in connection with such Event of Default and any other sum due Owner from Consultant against any amounts due Consultant, (d) bring actions against Consultant for damages of any kind or nature resulting therefrom, (e) take such measures as it deems necessary to correct the Event of Default at Consultant's sole cost and expense and deduct such costs as Owner may incur from amounts otherwise owing to Consultant, and/or (f) exercise any other remedies available to Owner under the Agreement, under Laws or otherwise. The foregoing rights may be exercised separately or concurrently.

7.1.3. If the Agreement is terminated by Owner pursuant to Section 7.1.2, Owner shall pay to Consultant the undisputed amounts of the Services Fees and Reimbursable Expenses (if any) due as of the date of termination, less amounts withheld by Owner to compensate Owner for any damages, losses and other expenses incurred by Owner (or which Owner reasonably believes may be incurred by Owner) arising out of or in connection with Consultant's breach of the Agreement. This right of set off is in addition to any other rights Owner may have under the Agreement or Laws.

7.1.4. The exercise by Owner of its right under this Section 7.1 shall not constitute a waiver by Owner of any of its other rights and remedies under the Agreement or Laws.

7.2. Termination by Owner for Convenience.

7.2.1. Owner may terminate the Agreement for convenience effective seven (7) days following written notice to Consultant, in which event Owner shall pay to Consultant the undisputed amounts of Services Fees and any Reimbursable Expenses due as of the date of termination as Consultant's sole right under the Agreement or otherwise in connection with such termination

7.2.2. If a termination under Section 7.1.2 is later found by a decision of a court to have been wrongful, it shall at Owner's option, be deemed to have been a termination pursuant to Section 7.2.1.

7.2.3. Notwithstanding anything in the Agreement to the contrary, the exercise by Owner of its right under Section 7.2.1 shall not constitute a waiver by Owner of any of its other rights and remedies under the Agreement or Laws.

7.3. Termination by Consultant. If Owner fails to pay any undisputed Services Fees or undisputed Reimbursable Expenses when due to Consultant under the Agreement and such failure continues for thirty (30) days after Owner's receipt of written notice of such failure to pay within the time required under the Agreement, then Consultant may, as Consultant's sole remedy under the Agreement or otherwise in connection with the foregoing, terminate the Agreement and collect from Owner the Services Fees and Reimbursable Expenses due as of the effective date of termination. Consultant shall have no right to terminate the Agreement except as set forth in this Section 7.3.

7.4. Suspension By Owner. Owner may elect to suspend the Services at any time and from time to time. If Owner suspends the Services for a reason not the fault of Consultant or any of its Subconsultants, Consultant shall be compensated for Services properly performed prior to notice of such suspension. If after such a suspension Owner requests Consultant to resume providing Services, the Services Fees shall not be adjusted unless the suspension was for more than one hundred eighty (180) consecutive days through no fault of Consultant or any of its Subconsultants, in which event the Services Fees shall be equitably adjusted to the extent necessary to provide for any actual reasonable increase in costs directly related to the suspension and later resumption of Services after the suspension.

7.5. Cooperation. In the event of a termination, Consultant shall deliver promptly to Owner all documents, drawings and specifications, submittals and other materials and records relating to the Services or Project that are in Consultant's possession and/or control, and to the extent requested by Owner in writing, shall cooperate with Owner in the transition to a new Consultant, if any.

7.6. Sole Remedy. No termination, suspension, abandonment, delay, postponement or default shall give rise to rights, remedies or cause of action (whether for termination of the Agreement, damages, additional compensation or otherwise) by Consultant against Owner except as expressly stated under the Agreement, and any claim shall be made by Consultant solely in accordance with the terms and provisions of the Agreement. It is a precondition to any payments to Consultant under this Article 7 that Consultant complies fully with the provisions of Section 7.5.

ARTICLE 8
OTHER TERMS AND CONDITIONS

8.1 Severability. If any provision or clause of the Agreement is held invalid, such invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provisions or clauses; and to this end, the provisions and clauses of the Agreement are to be considered severable.

8.2. Notices. Any notice or other communication with respect to the Agreement shall be in writing and shall be delivered by hand or sent by certified mail (return receipt requested) or by a nationally recognized delivery service that obtains delivery receipts, or by electronic mail, to the applicable addresses stated in the Project Information Section; provided, however, that notices of default, or breach, or of a potential default or breach, and other notices given pursuant to Section 8.3, if sent by electronic mail, must also be sent on the same day such electronic mail is sent by one of the other two permitted methods of delivery. Either party can change its address for notices and other communications by delivering written notice of such change to the other party. Notices and other communications given as provided above shall be deemed given on the date received (or, in the case that delivery is refused or not claimed, on the date the first attempted delivery was made); provided, that a notice sent by electronic mail, if not received before 5 p.m. (ET) on a business day, shall be deemed given on the next succeeding business day.

8.3. Claims By Consultant. Consultant must assert in writing any claim (which term shall, for the purposes of this Section 8.3, include all disputes, requests for the payment of money, requests for extensions of time, and requests for other relief under the Agreement and exclude claims that Owner did not timely pay undisputed amounts due to Consultant under the Agreement, which claims are covered by Section 7.3) Consultant may have on or before (a) the date that is fifteen (15) days after it first recognized the condition giving rise to the claim or the date of receipt by Consultant of the date of final payment under the Agreement if earlier or (b) the date that is fifteen (15) days after it should, in the exercise of reasonable due diligence, have recognized the condition giving rise to the claim or the date of receipt by Consultant of the date of final payment under the Agreement, if earlier. Claims not made within such period shall be deemed waived. Consultant's written notice of claim must include a detailed description of such claim and documented evidence to substantiate such claim.

8.4. Applicable Law. The Agreement shall be interpreted in accordance with the Laws of the Commonwealth of Pennsylvania, without regard to choice of laws principles.

8.5. Headings; Section References. The headings of the various Articles and Sections of this Exhibit A are provided for purposes of reference only and shall not be deemed to affect the meaning or interpretation of the Agreement. References to Sections and Articles in this Exhibit A shall be deemed to mean references to Sections and Articles of this Exhibit A unless otherwise stated. References to Exhibits in the Project Information Section and this Exhibit A shall be deemed to mean references to the Exhibits attached to the Project Information Section unless otherwise stated.

8.6. Binding Effect. The Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and, subject to Section 8.11, their assigns.

8.7. Survival. All provisions of the Agreement which by their express terms survive the completion of the Services or sooner termination of the Agreement, and all other terms, rights and remedies (such as, but not limited to, indemnification, grants of intellectual property rights, waiver of jury trial and insurance) which are susceptible of performance or exercise, or by their nature would be performed or exercised, after the completion of the Services or sooner termination of the Agreement, shall survive the completion of the Services or sooner termination of the Agreement.

8.8. Entire Agreement; Amendments; No-Presumption.

8.8.1. The Agreement represents the complete agreement between Owner and Consultant with respect to the subject matter hereof, and supersedes (a) all prior agreements or understandings between the parties, whether written or oral, including, without limitation, any prior letter of intent, and (b) all proposals and responses to requests for proposals or qualifications, with respect to the subject matter hereof (except to the extent portions of proposals are included among the Exhibits to the Project Information Section.

8.8.2. The Agreement may be modified or amended only by (a) a written instrument signed by both parties (an "Amendment") or (b) a written direction issued by Owner pursuant to Section 1.3.1. Without limiting the preceding sentence, no oral order, objection, claim or notice by either party to the other shall affect or modify any of the terms or obligations contained in the Agreement and none of the provisions of the Agreement shall be held to be waived or modified by reason of any act whatsoever, and the parties agree that no evidence shall be introduced in any proceeding of any other waiver or modification, and they hereby waive their rights to do so. The parties acknowledge that each is a sophisticated party and each has had an opportunity to review and understand the terms of the Agreement. The parties agree that in interpreting the Agreement, there shall be no presumption in favor of or against either party and each party expressly waives the right to assert such in any controversy or proceeding, whether at law, in equity or otherwise.

8.9. Approval or Acceptance of Documents. Notwithstanding anything to the contrary contained in the Agreement, Owner's review and approval or acceptance of any documents or other items prepared by or on behalf of Consultant shall be for the sole purpose of providing Consultant with information as to Owner's objectives and goals with respect to the Project and shall not be for the purpose of determining the accuracy or completeness of such documents and shall in no way create any liability on the part of Owner for errors, inconsistencies or omissions in any approved or accepted documents or items, nor shall any such review, approval or acceptance alter Consultant's responsibilities hereunder and with respect to such documents.

8.10. Use of Owner's Name. Consultant shall not, and shall not permit any Responsible Party to, use the name, logo or any emblem of Owner (or any of Owner's affiliate(s)) or any Instrument of Service or image of the Project in any website, publication, press release, marketing materials, exhibit, presentation or advertisement without Owner's prior written consent in each instance. Consultant shall include in the subcontract agreements with each Subconsultant provisions similar to the provisions of this Section 8.10 prohibiting Subconsultants from using the name, logo or any emblem of Owner (or any of Owner's affiliate(s)) or any Instruments of Service or image of the Work or Project in any website, proposal, publication, press release, marketing materials, exhibit, presentation or advertisement without Owner's prior written consent in each instance. Notwithstanding the foregoing, Owner agrees that Consultant may use Owner's name (but not logos or other marks) in experience citations to current or prospective clients without Owner's consent.

8.11. Assignment. Consultant shall not assign the Agreement without the prior written consent of Owner. Owner may assign or otherwise transfer the Agreement to any party, and Consultant shall perform for the benefit of any such assignee or transferee; provided, that any such assignment by Owner shall not relieve Owner of its obligations under the Agreement. Consultant, upon request, shall execute and deliver such reasonable further assurances or confirmation as Owner may request of the performance of Consultant's obligations for the benefit of any such assignee or transferee.

8.12. Owner's Approval. Wherever in the Agreement Consultant must obtain Owner's approval, consent or an indication of Owner's satisfaction, such approval, consent and satisfaction shall be determined in Owner's sole and absolute discretion, unless otherwise indicated, and all such approvals, consents or indications of Owner's satisfaction, to be binding on Owner, must be in writing. No approval, consent or comment or failure to do the same by Owner in connection with any subject matter shall be construed as a waiver or release of any right by Owner nor shall it release or relieve Consultant from any of its obligations under the Agreement.

8.13. Independent Contractor.

8.13.1. In the performance of the Services, Consultant and its Subconsultants shall be independent contractors. Without limiting the generality of the foregoing, Consultant and its Subconsultants shall have sole responsibility for the Services and the methods and means for performing the Services. None of Consultant or any Subconsultant or their respective employees, officers, members, partners, subcontractors, servants, agents or any other personnel engaged by any of them to perform any of the Services (a) shall be deemed the partners, agents, representatives, employees, subcontractors or servants of Owner, (b) are entitled to receive any employment benefits from Owner, or (c) are covered by Owner's worker's compensation insurance. Consultant acknowledges on its own behalf and on behalf of those for whom it may be responsible that it and they have no right to incur any indebtedness or to make any commitment or contract on behalf of or binding on Owner without Owner's written consent. None of Consultant or the Subconsultants shall have authority to act on behalf of Owner except to the extent set forth in the Agreement.

8.13.2. Consultant will defend, indemnify with counsel reasonably acceptable to Owner and hold harmless Owner from and against any and all liability for the payment of taxes, interest and/or penalties, as well as damages and costs, including but not limited to attorney's fees, in connection with any claim that Consultant is an employee of Owner.

8.14. Dispute Resolution.

8.14.1. Upon the written agreement of both parties, claims, disputes or other matters in question between the parties to the Agreement arising out of or relating to the Agreement or breach thereof shall be subject to mediation, which shall be a condition precedent to litigation. Mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The request for mediation shall be filed in writing with Consultant and with the American Arbitration Association. The parties agree to share the mediator's fees and any filing fees equally. The mediation shall be held in Media, Pennsylvania, unless another location is mutually agreed upon. Agreements reached in mediation shall be reduced to writing and when executed by the parties, such agreement shall be enforceable in any court of competent jurisdiction.

8.14.2. For any claim not resolved by mediation pursuant to Section 8.14.1, or if Owner chooses not to require mediation, the method of binding dispute resolution shall be litigation. The venue for litigation shall be the Court of Common Pleas of Delaware County, Pennsylvania. Consultant and Owner consent to jurisdiction of this court and agree not to raise any objection to such jurisdiction or the laying of venue in the Commonwealth of Pennsylvania.

8.14.3. Consultant and Owner each hereby waive any and all rights to a trial by jury with regard to any and all disputes, claims or other matters in controversy with each other that arise out of or relate to the Agreement, whether sounding in contract, tort or otherwise; and Consultant and Owner each acknowledge and agree that this waiver of the right of trial by jury shall be enforceable in all forums and jurisdictions.

8.14.4. Consultant hereby consents to be joined in any arbitration or other proceeding commenced pursuant to a Construction Contract or other agreements related to the Project, but only to the extent Consultant could have been joined as a party to such dispute if it were being litigated in a court of competent jurisdiction.

8.15. Personal Liability. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, the partners, members, councilmembers shareholders, employees or officers, or affiliates of Owner or Consultant on account of the Agreement.

8.16. No Third-Party Beneficiaries. Except for the rights of those Indemnified Parties who are not parties to the Agreement, nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Consultant.

8.17. Tax Exemption. Owner and Consultant each acknowledge that Owner is a tax-exempt entity. Consultant will take reasonable steps to ensure that these exemptions are utilized to the maximum benefit of Owner.

8.18 Disapproval. Owner shall have the right to disapprove any portion of Consultant's Services under the Agreement, on any reasonable basis, including, without limitation, content or cost. In the event that any portion of Consultant's Services are not approved by Owner, Consultant shall promptly proceed, when requested by Owner, with revisions to the design work or documents prepared for the applicable phase until such revisions have satisfied Owner's objections. These revisions shall be made as part of Services.

8.19 Artificial Intelligence (AI) Restrictions. Consultant shall agree to comply with the Additional Terms added to the RFP regarding Artificial Intelligence (AI) Restrictions attached to the Project Information Section as Exhibit H.

EXHIBIT B

3. SCOPE OF WORK

The following is a description of the professional design services needed, including, *where appropriate*, a description of tasks involved:

DELAWARE COUNTY HOUSING STUDY AND MARKET ANALYSIS

The scope of services set forth in this Request for Proposal represents an outline of the services which the County anticipates the successful proposer to perform and is presented for the primary purpose of allowing the County to compare proposals.

This Request for Proposal document presents background on the organization and its structure, the scope of work desired, timeline, and proposal requirements. The RFP will be publicly advertised and will also be forwarded to a number of agencies that have expressed interest in providing this support. Information related to this RFP is generally subject to "right-to-know" requirements under applicable laws, however the County may enter into non-disclosure agreements (NDA) as appropriate and allowable. All records and documents produced by the selected Consultant firm are the property of the County of Delaware.

3.1 INTRODUCTION

The County of Delaware, Pennsylvania (the "County") is soliciting proposals for consultant services to assist the County in the development of a housing study and market analysis in accordance with the attached Scope of Work at a cost not to exceed $200,000. Work on this project is to be completed by January 2028 and will commence upon consultant selection and subsequent execution of a contract. Attached is the information necessary for the submission of the bid proposal, the organization of the proposal, and the proposal evaluation.

The project will include an assessment of existing housing conditions, demographic and market demands, and identify critical housing gaps and issues; it should identify any current and anticipated unmet housing needs and provide an outlook towards anticipated housing demands over the next 5 to 10 years. It will be a data driven study to identify market conditions and projected needs which will guide the County and its municipalities in decision making and policy development.

The County will hire a qualified consultant [the "Consultant"] who has experience preparing housing market analyses and collecting data on housing conditions and needs.

3.2 BACKGROUND

The County of Delaware ("County") is the fifth most populous county in Pennsylvania. The County is governed by County Council. County Council consists of a five-member body elected to staggered four-year terms of office. The powers and duties of Council are many and varied due to the Home Rule Charter. The Home Rule Charter gives County Council the authority to pass ordinances, resolutions, and proclamations and to provide budget and personnel to the needs of the residents as they arise. Council is responsible for adopting a budget each calendar year, raising funds through taxes or bonds for capital projects, setting payroll scales and employee size.

Delaware County is located in the southeast corner of Pennsylvania, immediately west of the City of Philadelphia. The five-county region of southeastern Pennsylvania, including Bucks, Montgomery, Chester, and Philadelphia Counties, has a combined population of more than 4 million people. According to the 2020 Census, Delaware County is home to 576,830 people. It has a land area of 183.8 square miles, making it the second smallest county in the region, after Philadelphia County, but the fourth most populous. Fourteen of Delaware County's 49 municipalities contain census tracts that have been designated as disadvantaged under the Federal Government's Justice40 Communities initiative, containing about 17% of the County's population.

Residential land is distributed evenly throughout the County, excluding the airport land and large swaths of preserved open space. Based on 2015 land use data from the Delaware Valley Regional Planning Commission (DVRPC), 46% of the County's land area is comprised of residential uses.

According to the 2020 Census, there are 229,208 housing units in Delaware County, with steady growth since 1970 despite fluctuations in population over the same time period. DVRPC population forecasts show that

Delaware County is projected to continue experiencing modest growth into the future, adding close to 10,000 residents in the next 10 years, and these residents will need to find adequate housing within the County.

Delaware County features a wide variety of housing stock. However, housing needs and conditions vary widely, with more developed portions of the County having older and smaller housing stock. Low density areas of the County struggle to balance the demand for housing with the protection of open space, and a lack of diverse housing types in these areas limit the population that is able to settle there. High demand for housing in some areas cause affordability issues, while other areas suffer from disinvestment and a loss of tax base.

The Delaware County Planning Department ("DCPD") is responsible for planning for the housing needs of County residents. DCPD's mission is to elevate quality of life, prosperity, and pride of place in Delaware County through innovative, sustainable, and equitable planning, and meaningful collaboration with communities, governments, and organizations.

The County is committed to the promotion of sound housing and community development through the Office of Housing and Community Development (OHCD) which is responsible for the planning, administration, and oversight of federal, state, and local resources for affordable housing. This includes producing an annual action plan as required for assistance under U.S. Department of Housing and Urban Development (HUD) funding programs. Additionally, the County adopted a Housing Component of its Countywide Comprehensive Plan in 2020 with the goals of enriching the supply and variety of quality housing stock, promoting diverse communities of character; anticipating the housing needs of future County residents of all ages, abilities, and incomes; and collaborating across organizations and municipalities to work toward common goals.

3.3 INTENT

The proposed housing study and market analysis is needed to build on the recommendations of the 2020 Delaware County Housing Plan to "establish data-based housing policy to inform funding decisions and encourage program development." The County needs a more in-depth study of its current housing market, and the trends and forces that municipalities should be considering in the future when planning for housing. In 2023, Delaware County Council organized a Housing Working Group of housing assistance and social services agencies to identify issues and examine potential solutions to housing issues within the County including the unhoused, access to affordable rental housing, and facilitating and maintaining homeownership. This group has identified areas where a more complete inventory of current of housing stock and anticipated need in future housing supply, as well as recommendations to support meaningful policy solutions would be helpful.

Funding for the housing study and market analysis will be provided by Community Development Block Grant (CDBG). A Municipal Assistance Program (MAP) grant from the Commonwealth's Department of Economic and Community Development (DCED) may be pursued upon selection of a consultant to further supplement the County's funding.

The selected consultant will be one that specializes in planning and real estate market analysis. The consultant will work closely with the "Project Team" which will consist of staff from the Delaware County Planning Department and Office of Housing and Community Development, as well as stakeholders from non-profits and service providers.

3.4 SCOPE OF SERVICES

The following is a description of the professional service needed, including, where appropriate, a description of tasks involved:

COUNTY RESPONSIBILITIES

DCPD will contribute the following to the project development:

- GIS layers
- Stakeholder list (Housing Working Group)

- Previous plans, studies, and survey results (including OHCD)
- Public outreach/Stakeholder coordination as needed

CONSULTANT RESPONSIBILITIES

The selected consultant will be responsible for:

- Project Management
  - Kickoff meeting with project team, followed by monthly progress meetings
  - Two to three stakeholder group meetings
  - Final presentation of findings to Housing Working Group, project team, and County Council.
- Data Gathering
- Completing the scope of services as described below

Part I: Existing Conditions/Background Research – Countywide and by geographic regions

- Demographic Analysis
  - Population – trends, geographic differences in growth vs. loss, projections (5 to 10 years)
  - Age cohorts & changes
  - Household Composition
    - Single parent households
    - People living alone
    - 18+ living with parents
  - Race & ethnicity distribution and changes
  - Migration/immigration/mobility
- Economic Analysis
  - Major employers, locations, employment hubs or concentrations
  - Employment – occupation and sector projections
  - Income by sector
  - Household incomes
  - Education levels
- Land Use Analysis
  - Density
  - SALDO & Building Permit Activity
  - Vacant or undeveloped land
  - Existing zoning
    - Identifying areas with mixed-use, TOD overlays, or ADU ordinances
  - Commuting patterns
- Existing Housing Supply
  - Owner- and Renter- Occupied housing rates and distribution
  - Housing types (Single Family, Twin, Townhouse, Apartments, etc) and units in structure
  - Year built (housing age)
  - Vacancies
- Housing Affordability/Vulnerability Analysis
  - Cost burden analysis
  - Housing condition

    - Foreclosures
    - Physical accessibility
    - Affordable unit location and availability & housing choice voucher use (as well as use of other existing programs)
- Neighboring County Comparison
    - Population & projections
    - Employment
    - Housing types, tenure, age, and building activity

Part II: Housing Market Analysis

- Owner-occupied Housing Market
    - Single-family and multi-family home sales (single-family detached, townhome, condominium, age-restricted, etc.)
    - Number of sales per year and submarket location
    - Median sale price and sale price per square foot
    - Average length on market based on Multiple Listing Service listing
    - Absorption rates, length of development for recently completed projects
    - Market locations that are under- or over-built
- Rental Housing Market Analysis
    - Analysis of market performance of key rental home segments (asking rent, price per square foot, vacancy, features/amenities offered)
    - Identification and analysis of the stock of market-rate affordable rental properties (also known as Naturally Occurring Affordable Housing, or NOAH) within the county.
- Future Housing Demand and Gap Analysis
    - Determine the County's demand for housing over the next ten years based on long-term projected growth for the County as well as county and state trends related to housing
    - Demonstrate ranges for scenarios based on high- to low-growth projections and high- to low-demand markets
    - Forecast of the quantity of units required, as well as recommendations by housing type, target age group, tenure, size, and location
    - Site-specific case studies and development scenarios (sites identified with assistance of DCPD)
    - ADU Study (find out if there is a demand)
        - Find out where it's been successful/zoning needs
- Affordable Housing Needs
    - Fair Share Analysis by Submarket (shows room to grow multi-family housing) *mini-zoning analysis
    - New construction needs by AMI
    - Workforce housing analysis and salary levels and kinds of affordable housing
    - Comprehensive Overview of Income Restricted Housing County-Wide
        - Examining future for affordable housing/expiration

Part III: Final Documentation and Report

- Consolidate project information into a document or series of documents that summarize the data and provide appropriate analysis, recommendations, and proposed next steps
- Meeting minutes from all project team and stakeholder meetings

- GIS files developed for this project in a format usable by DCPD staff
- Electronic files of all data developed for the project

4. PROPOSAL/ RESPONSE REQUIREMENTS

The County is not establishing page limits for the proposal; responses should be simply and economically prepared and should not include extraneous marketing materials or other unrequested information. You may reference different sections of your response in order to avoid substantial duplication of requested information. The County will receive submissions via PennBid (pennbid.bonfirehub.com) on or before 11:00 a.m., Thursday, December 4, 2025. All questions should be submitted via PennBid in the vendor "**VENDOR DISCUSSIONS**" section.

The submission of a proposal shall be an indication that the respondent has investigated and satisfied him/herself as to the existing conditions, and the character, quality, and scope of the work to be performed. To receive consideration, proposals shall be made in accordance with the following general instruction:

4.1 PROPOSAL CONTENT & ORGANIZATION (REQUIRED TABS)

4.1.1 QUALIFICATION STATEMENT

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

Name of government agency.
Contact person's name, position, and current telephone number.
Dates, cost, and scope of service.
Status and comments

Consultant Qualifications

- Having documented experience developing housing studies and market analyses.

4.1.2 KEY PERSONNEL INFORMATION

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities.

4.1.3 PROPOSAL - REQUIRED SUBMITTALS

Letter of Transmittal

Must include the following:

- Name of the company submitting the proposal.
- Statement demonstrating your understanding of the work to be performed.
- Statement confirming that the firm meets the Consultant QUALIFICATIONs (see Section 4 above).
- The firm's contact person and telephone number.

Title Page –

Must include the following:

- Name of this RFP.
- Name, address, telephone number, and email of the bidder.
- Name and title of person authorized to commit the bidder to contractual arrangements.

Table of Contents

Broken into section and sub-section

Profile of Firm

Must include the following:

- Statement of the firm's experience in conducting work of the nature sought by this RFP.
- Location of the firm's office, and that of all sub-consultants, that will perform the work.
- Organization chart for firm, including all sub-consultants.
- Resumes of individuals (consultants, employees) proposed to conduct the work and the specific duties of each individual in relations to the work.
- The proposal should contain a statement assuring that once management and technical staff have been assigned to the project, they will not be replaced by other personnel unless they leave the company. A statement should also be included which states that if any person originally assigned to the project is replaced, the new person, shall be equally qualified and will be subject to the approval of the County Project Manager.
- Examples of similar projects completed by the firm.
- Minimum of three (3) references of other municipal clients of the firm with contact information.
- Any other information relating to the capabilities and expertise of the firm in performing comparable work.

Methods and Procedures

Must include the following:

- Detailed description of the methods and procedures the Consultant will use to perform the work presented in the form of an ordered series of tasks to be accomplished.

Work Schedule

Must include the following:

- Time frames for each task.
- Target dates for completion of draft and final documents.

Cost

The proposal must justify the total cost based on the necessity of each line item, the quality of the product, and the level of detail.

1. The proposal must include the following items itemized for each major task:
   - Hours of work and total cost.
   - For each person assigned to work, the title/rank (organizational level) of the person in the organization, the hourly rate, and the number of hours to be worked.
   - List of reimbursable expenses (direct costs) to be claimed.
   - The itemized costs must be totaled to produce a contract price. If awarded a contract, the

Consultant is bound by this price in performing the work. The contract price may not be exceeded unless the contract is amended to allow for additional costs.

2. The Consultant's method of billing must be indicated. The preferred practice of the County is to pay consultants quarterly; however, the County will consider paying on a more frequent basis as substantial portions of the work are completed, but not more than one time per month.

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EXHIBIT C

PROJECT APPROACH, WORK SCHEDULE AND FEE

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PROJECT KICKOFF

To begin the project, the RKG/FHI team will coordinate with County staff to schedule and facilitate a project kickoff meeting. This meeting will establish a shared understanding of the project's goals, scope, and desired outcomes. Discussion topics will include the overarching aims of the study, coordination of an engagement strategy, alignment with ongoing and past County housing initiatives, and a review of existing data systems to ensure that the project produces tools, datasets, and deliverables that remain useful beyond the life of the engagement.

The meeting will also confirm the proposed schedule and meeting cadence, establish target dates for key presentations, and review initial data needs and the preliminary stakeholder interview list. To support timely initiation and ease of scheduling, the kickoff meeting is proposed to be held virtually. As expanded upon in a later task, the RKG/FHI team will subsequently conduct a coordinated series of stakeholder interviews and design an in-person and virtual engagement approach that reflects both County preferences and our team's familiarity with the region's municipal and community landscape.

TASK 1

DEMOGRAPHIC & ECONOMIC CONDITIONS

The first task establishes the analytical foundation for the entire study by integrating a full demographic analysis with a detailed assessment of Delaware County's economic and workforce dynamics. RKG will conduct a comprehensive evaluation of the County's population characteristics, including historic and contemporary trends in population change, age cohorts, household composition, migration flows, race and ethnicity, among other indicators that influence housing demand. To explore how these dynamics may shift over the next decade, RKG will develop high, medium, and low population forecasts, demonstrating how potential policy levers, macroeconomic factors and demographic momentum impact possible futures of demand. The forecasting framework utilizes RKG's in-house population model, which pairs long-term Census trajectories and regional growth expectations with micro-level drivers such as household formation and age-specific mobility patterns. These projections are benchmarked against third-party datasets, including ESRI and Lightcast as well as existing projections such as those from the Center for Rural Pennsylvania and DVRPC, ensuring that the County's housing policy decisions are anchored in estimates that reflect both local conditions and broader regional economic trends.

Parallel to the demographic assessment, RKG will evaluate the County's economic and workforce profile by examining major employment centers, industry clusters, occupational distributions, wages, educational attainment, and long-term industry forecasts. The analysis will highlight the labor force segments most affected by current housing market conditions. By linking wage distributions with prevailing rental and ownership costs, this task will identify which worker segments have access to homes within the County and where misalignments between earnings and housing costs have widened. The combined demographic and economic analysis completed in this task will be presented in a manner that is graphically rich and anchors all further analysis in a clear understanding of the County's evolving housing needs and where possible policy and development strategies could have the greatest impact.

- **Deliverable from Task:** Countywide Socio-Economic Chartbook, Accompanying Digital Version (See Task 8)

TASK 2

LAND USE, ZONING & DEVELOPMENT CAPACITY

The second task provides a detailed understanding of how Delaware County's physical development patterns, regulatory environment, and land availability shape its present and future housing capacity. Drawing on County-provided GIS datasets, including parcel polygons, assessment data, zoning layers, and other spatial data, RKG and FHI will conduct an analysis of land use, built density, development intensities, environmental constraints, and infrastructure relationships. This task includes an analysis of development activity, historical building permit patterns, and commuting relationships, to identify areas where development is occurring, where it is constrained, and where development pressure may be increasing.

Part of this effort will involve RKG's development of a comprehensive parcel database that computes a wide array of features, outside of standard assessment data variables, into a single county-wide data set that can be used stand alone for local & countywide feasibility analysis as well as development the impacts of various regulatory and market conditions. For an example of this work, please see the figures illustrating the results for the Boston Metro region.

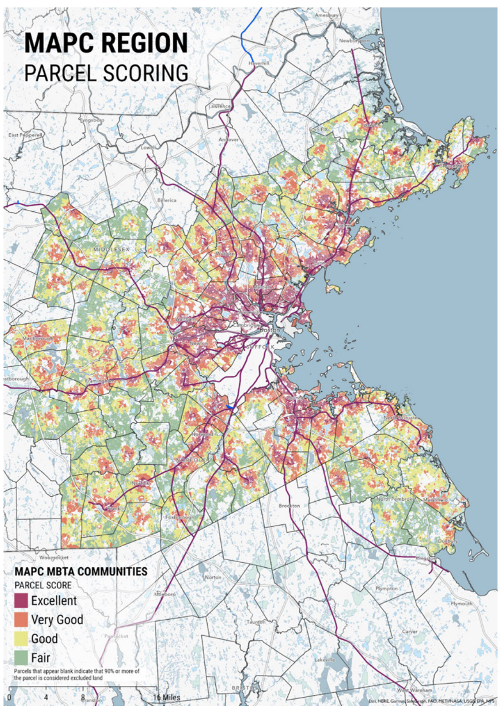
Core to this effort, our team will also undertake a zoning analysis that will produce a comprehensive, countywide dataset that translates each municipality's zoning ordinance into a consistent, spatially linked database of permitted land uses, bulk and dimensional standards, height regulations, density provisions, and other key development controls. By codifying these variables into a uniform structure, we will calculate realistic estimates of permitted dwelling units per acre across all residential and mixed-use districts.

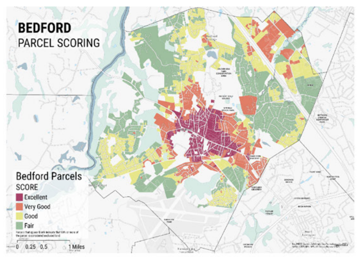
This database will allow the County to understand not only the maximum theoretical capacity of its zoning but also the distribution of that capacity across different geographies. In parallel, we will develop a summary of zoning patterns across the County, highlighting where districts currently support multifamily or missing-middle housing, where single-family zoning dominates, where ADUs are permitted, and where mixed-use or higher-

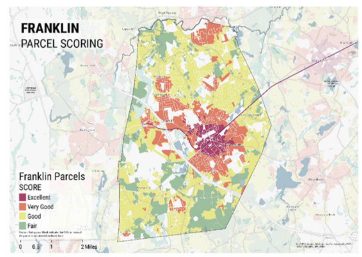
SCOPE OF SERVICES

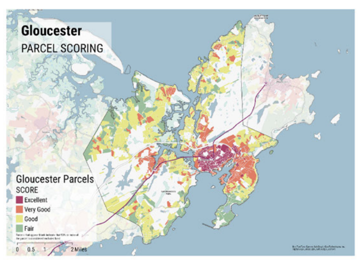
density opportunities exist. This countywide zoning summary will clearly show how regulatory environments differ among municipalities and provide the context needed to evaluate local zoning with Countywide housing need. The results of this work—delivered in geospatial format—will later integrate into the demand and development scenario modeling in task 6 via interactive maps and scenarios.

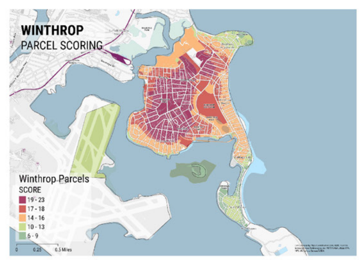
Deliverable from Task: Comprehensive Countywide Parcel Dataset, Supporting Analysis & Documentation











Starting the Conversation

This parcel level analysis provides a clear and transparent method for driving the conversation around good planning principles, district delineation, prioritization of sites and the tradeoffs—opportunities versus types of barriers.

RKG's Parcel Scoring and Housing Opportunity Analysis for Boston Metro

TASK 3

HOUSING SUPPLY, CONDITIONS & AFFORDABILITY

In Task 3 the team will develop a comprehensive portrait of the County's existing housing stock, examining unit type, tenure, building age, size, condition, accessibility, and geographic distribution. Using parcel and assessment records along with supporting datasets such as CoStar, Zillow, & Redfin among others, RKG will identify how the housing inventory varies across municipalities and submarkets. The analysis will also map concentrations of older or deteriorating housing, identify neighborhoods with significant preservation needs, areas with the highest propensity for change and highlight areas where housing quality or accessibility deficiencies may affect

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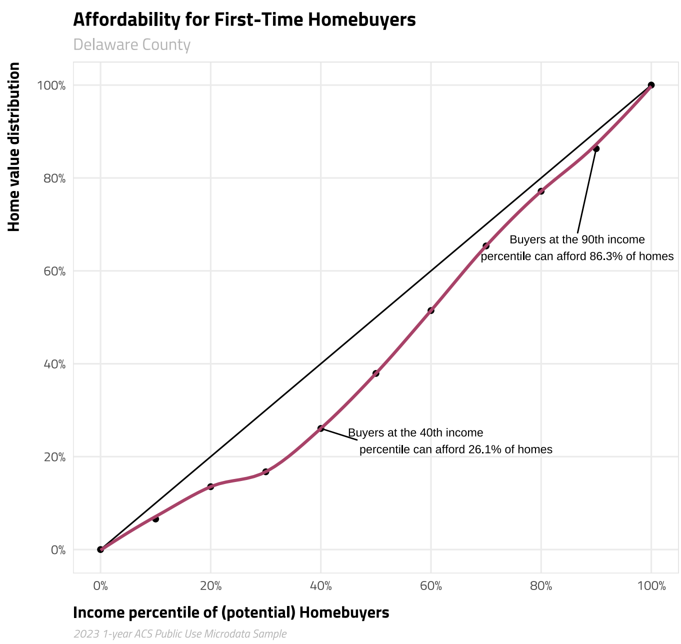
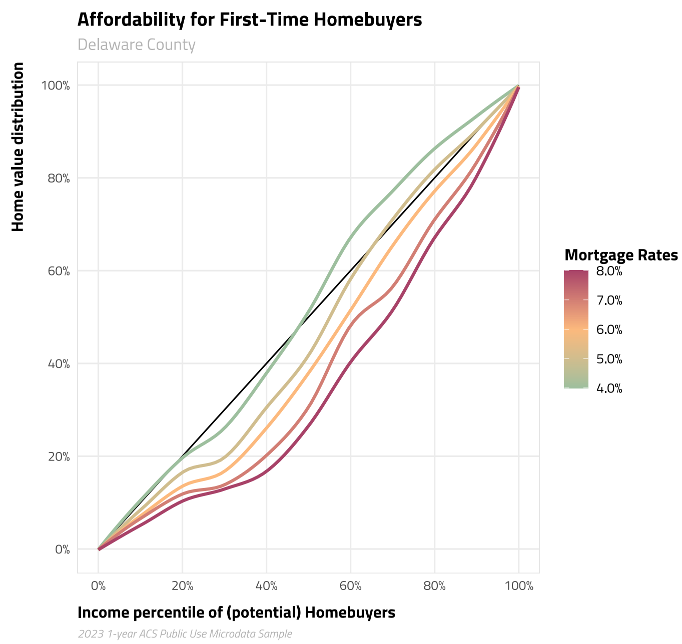
older adults, people with disabilities, or cost-burdened households.

Affordability will be assessed by pairing the demographic and workforce profiles from Task 1 with the cost characteristics of the housing supply. RKG will provide more detailed levels of demographic and economic tabulations than standard ACS products through the use of US Census Public Use Microdata (PUMS). RKG will analyze cost burdens, vacancy patterns, foreclosure activity, NOAH availability, and displacement risks, producing a detailed picture of where affordability challenges are most acute. This task will also inventory income-restricted units, examine subsidy expiration timelines, and evaluate the stability of the County's current affordable housing stock. Workforce, senior, and lower-income households will be a central focus, ensuring the County has clear insight into how the housing supply aligns with the needs of its essential workers, older adults, and future residents.





The above figures demonstrate one of the many ways RKG will provide unique tabulations using PUMS data that speak directly to different segments of the housing market. The figures above utilize the framing of Lorenz Curves to show the percentage of potential homebuyers (renters aged 20 - 49) by income level compared to the distribution of home values within the county. This type of analysis can be taken another step further by illustrating how changing mortgage rates impact various households across income bands.

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TASK 4

HOUSING MARKET ANALYSIS

RKG will conduct an extensive market analysis of both the for-sale and rental housing sectors, integrating local transaction data, listing services, rent estimates, and market intelligence from platforms such as CoStar, Redfin, and Zillow among others. The ownership market assessment will examine product segmentation (single-family homes, townhomes, condominiums, age-restricted developments), sales activity, median prices, price per square foot, absorption rates, and time-on-market trends. This analysis will identify neighborhoods and submarkets, defined using a mix of analytical methods and collaboration with county staff, where for-sale products are constrained, where demand is strong, but supply is limited, and where the market has excess capacity.

The rental market assessment will evaluate asking rents, vacancy trends, unit sizes, amenities, concessions, and the performance of new versus older rental stock. The analysis will also document the prevalence and vulnerability of naturally occurring affordable housing, assessing which properties may be at risk of rent escalation, redevelopment, or deterioration. By comparing the performance of market-rate and naturally-occurring affordable housing (NOAH) units with the income and wage profiles from Task 1, this analysis identifies the structural gaps between what the County's workforce can afford and what the rental market provides. These insights ultimately inform the forecast modeling and policy recommendations developed later in the study and can be linked spatially with the parcel-level data created by the team.

TASK 5

BENCHMARKING & COUNTY COMPARABLES

To contextualize Delaware County's housing and demographic trends, RKG will compare the County's conditions with neighboring counties and relevant peer jurisdictions. This comparison will examine population change, industry composition, employment growth, housing production levels, regulatory structures, affordability outcomes, and building activity patterns. Benchmarking will identify how Delaware County's challenges and opportunities align with or differ from similar regions, offering an external perspective on what policies or development patterns have been effective elsewhere.

Internally, RKG & FHI will compare the County's submarkets to identify disparities in housing access, affordability, age of housing, workforce proximity, and zoning capacity. These comparisons will illustrate which municipalities are contributing proportionally to regional housing needs and which areas have the capacity to accommodate a more diverse mix of housing types. This framework provides essential grounding for the fair share analysis in Task 6 and the recommendations that ultimately support the County's zoning reform objectives.

Deliverable from Task: Chartbook Analysis, Mapping and Digital Versions for Task 3 - 5

TASK 6

Demand Forecasting, Fair Share Analysis & Development Scenarios

Housing Demand

Building directly on the demographic, economic, land use, and market assessments, RKG & FHI will quantify future housing need, evaluate the County's capacity to meet that need under current conditions, and model the outcomes of alternative policy pathways. The work will establish a rigorous, data-driven foundation for County decision-making and future policy adoption. RKG working with FHI will integrate the high, medium, and low population scenarios created in Task 1 with market performance trends and zoning capacity outcomes to model future housing demand illustrating the needs under:

- High-growth and low-growth demographic projections;
- Favorable to development and unfavorable to development market conditions; and
- Variations in age cohorts, household types, and income segments.

Each scenario will quantify unit demand by: (1) Tenure (rental, ownership), (2) Unit type (single-family, multifamily, missing middle forms), (3) Target age group (e.g., seniors aging in place, young workers, growing families), (4) Affordability level (AMI tiers). This modeling will allow the County to understand not only a point in time estimate of future need but also the sensitivity of future outcomes to changing demographic and market conditions.

Fair Share and Submarket Gap Analysis

Using the outputs from the demand modeling, the team will quantify housing surpluses and deficits across submarkets. This includes a detailed assessment of: (a) the magnitude of need by unit type and affordability level, (b) variations in unmet demand in different parts of the county, (c) The spatial distribution of housing demand/need relative to job centers, transit access, and existing housing patterns.

A countywide fair share analysis will identify each submarket's proportional capacity to accommodate projected housing needs, anchored in measurable indicators such as land availability, zoning allowances, development feasibility, and existing market performance. This will provide a transparent, replicable framework for assessing how responsibility for meeting countywide housing needs could be distributed across municipalities and submarkets. This analysis will also be benchmarked against the PolicyMap housing supply results developed by Moody's Analytics to demonstrate how the assumptions made in this analysis impact the resulting maps. The team has found that in the communication of results of this nature, a clear and transparent treatment of the assumptions, analysis and results and those results in comparison to other credible sources provides a strong foundation for future recommendations.

Zoning Analysis

In addition to the fair share analysis, RKG & FHI will conduct a Countywide zoning capacity analysis that quantifies each municipality's ability to accommodate future housing needs, particularly affordable, diverse, and age-restricted housing types. This assessment will integrate parcel-level development potential with existing zoning allowances to determine both the theoretical and feasible housing capacity of every township and borough. As part of this work, we will create a municipal breakdown of existing affordable housing units and evaluate how current zoning patterns and built forms (see example on following page) either support or limit the distribution of housing options, including affordable housing, across the County. We believe it is important to not only estimate a fair share of housing, but to also understand if additional development is even feasible to accommodate each locality's share of housing demand. As part of this work, the team will estimate the tradeoffs that current zoning and regulatory frameworks impose on renters and homeowners across income groups. This will include:

- Comparing market outcomes under current zoning to outcomes achievable under modeled scenarios;
- Development of a countywide map, integrating the parcel data created in Task 2, which now includes market drivers, zoning analysis and existing environmental and service capacity conditions to create an interactive scenario-based policy assessment tool,
- An analysis of the propensity for change based on inputs in the previous bullet,
- Development of a standardized fiscal impact assessment tool that can be used to analyze future service and capacity requirements as well as to communicate the varied impacts of different typologies and housing segments in communities across the county.

This mapping tool will serve as the basis for the housing policy impact scenarios discussed in the next section.

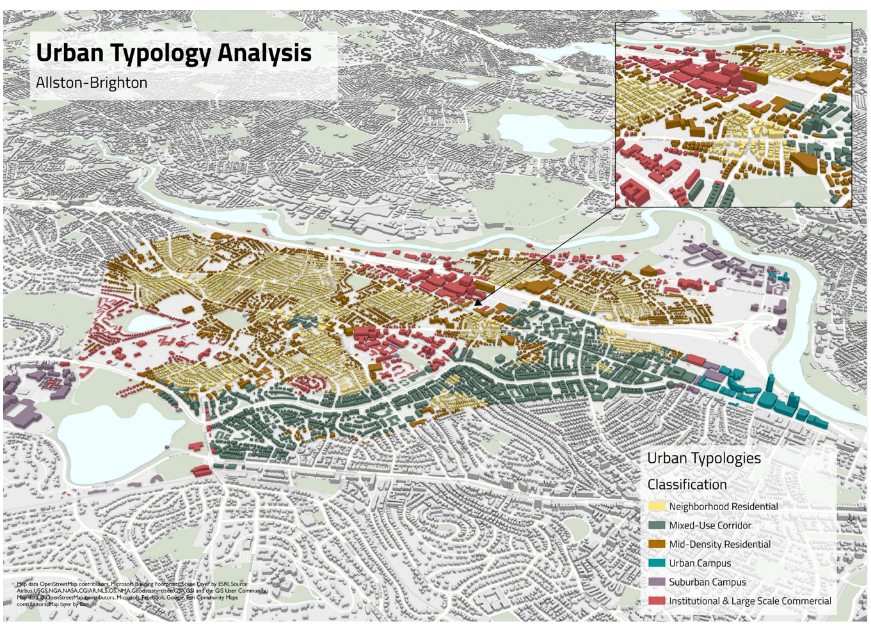
SCOPE OF SERVICES

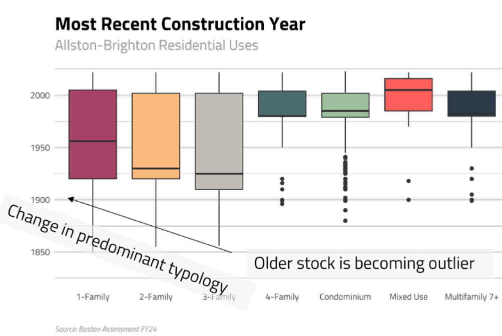
The aim of which is to demonstrate the impacts and tradeoffs of different policy assumptions mapped across the county based on the unique characteristics and composition of each community.

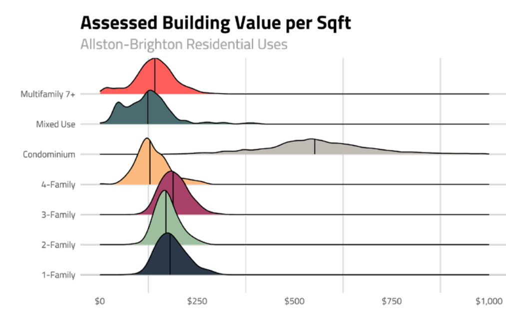
Housing Policy Impact Scenarios

In collaboration with County priorities and the policy framework outlined in the 2035 Housing Plan, RKG & FHI will develop up to three policy scenarios to demonstrate the impact of different regulatory and programmatic choices on meeting future housing needs. Scenarios may include, but are not limited to: reducing zoning barriers to multifamily housing, allowing or expanding Accessory Dwelling Unit (ADU) options, implementing inclusionary zoning or affordability requirements, missing-middle housing strategies, modifications to parking standards or density allowances.

For each scenario, we will quantify: (1) additional units enabled, (2) unit typologies, (3) geographic distribution of potential development, and (4) potential affordability levels. Based on this analysis, we will develop high-level framework of recommendations that identify the zoning modifications, regulatory adjustments, and policy shifts most effective in expanding affordability, diversifying housing types, and supporting broader County and regional housing goals based on the above analysis.







To identify typologies, non-conformities, and linkages to socio-economic and fiscal data, RKG has developed a set of geo-spatial statistical models that identify different typologies in the built environment at a macro-level. This offers highly detailed analysis of the built environment at a larger scale such as a county, which will be used to compare to existing zoning, inform case studies and FHI's site-based case studies.

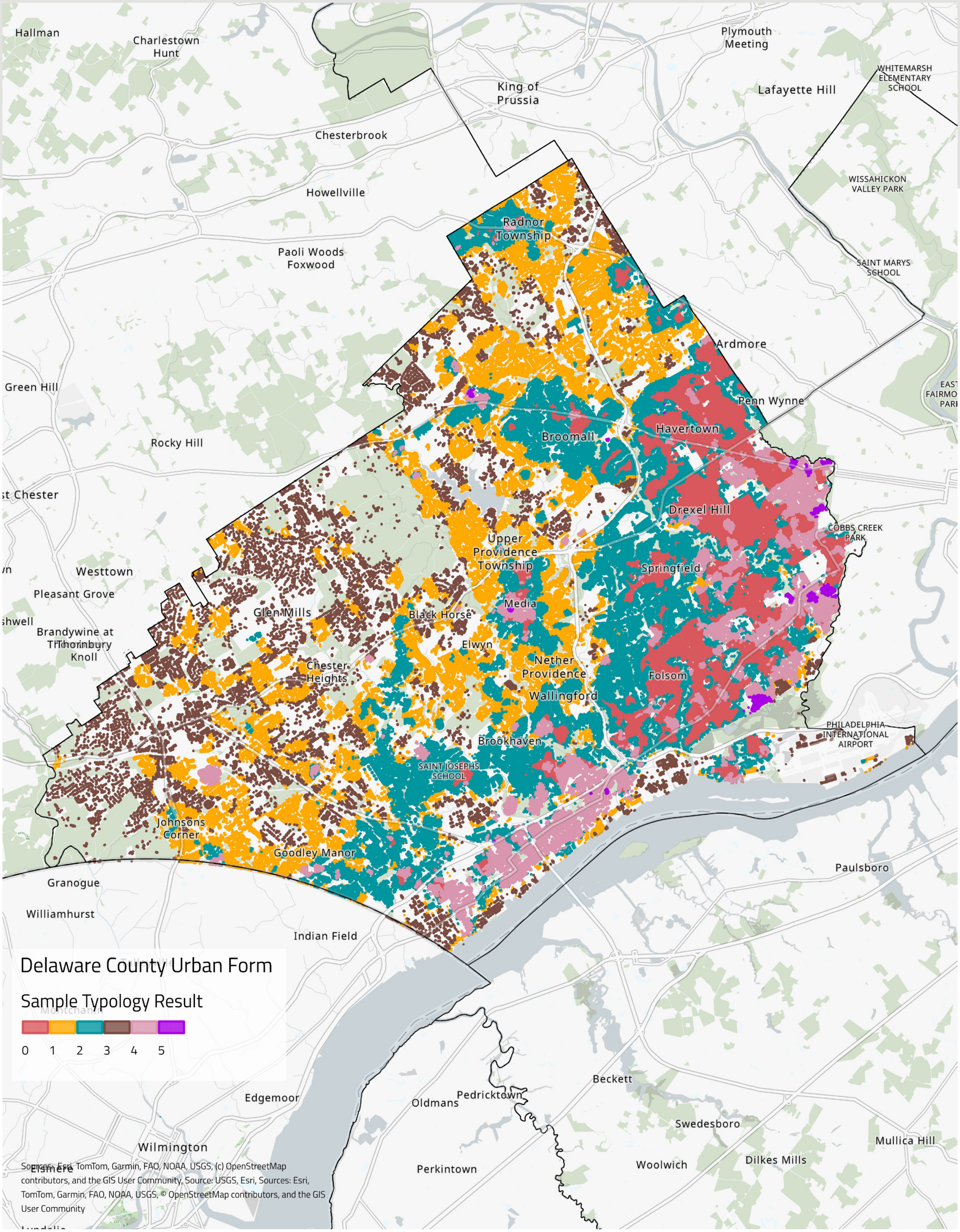
SCOPE OF SERVICES

Site-Specific Case Studies

We will develop up to three site-specific case studies to illustrate how different housing products could be implemented within targeted opportunity areas. Each case study will include: (a) Conceptual development programs, (b) Unit yields by type and affordability level, (c) Regulatory barriers and opportunities, (d) Feasibility considerations, (e) Scenario-based variations under alternative policy conditions. These case studies transform the countywide analysis into tangible examples that demonstrate practical pathways for implementation and education across the County.

Deliverable from Task:

1. Housing Demand & Fair Share Estimates,
2. A Countywide zoning capacity dataset;
3. Interactive map demonstrating the impact of each scenario;
4. A summary of each municipality's current and potential contribution to affordable and diverse housing; and
5. A clear, actionable framework for zoning and policy changes that would enable municipalities to better meet projected housing needs.
6. Site Specific Case Studies



Sample Modeling Results for Delaware County's Urban Form

SCOPE OF SERVICES

TASK 7

ENGAGEMENT, COORDINATION & PRESENTATIONS

Engagement is structured to ensure that the study remains grounded in community expertise, institutional knowledge, and the priorities of the County's Housing Working Group. RKG & FHI will begin with a project kickoff meeting to establish expectations, refine data needs, and confirm the sequencing of analytical tasks. Monthly progress meetings will ensure continuous alignment with County staff, while two to three stakeholder meetings will be held to gather input from practitioners, service providers, developers, municipal planners, and other informed participants.

Beyond group sessions, RKG & FHI will conduct targeted interviews where additional depth is required, including discussions with housing authorities, nonprofit housing organizations, municipal leadership, and major employers. These discussions support the County's interest in policy-relevant outcomes, particularly around zoning reform, affordability for essential workers, and senior housing needs. At the conclusion of the study, RKG & FHI will prepare and deliver final presentations to the Housing Working Group, the County project team, and County Council, providing clear and actionable communication materials.

TASK 8

DOCUMENTATION, VISUALIZATION, RECOMMENDATIONS & DELIVERY

The final task synthesizes all analysis, engagement findings, and modeling into a comprehensive set of deliverables that can be used by County staff, municipal partners, and elected officials. RKG & FHI will prepare a full graphically driven report that clearly articulates the study's methodology, findings, and implications, with particular attention to presenting information in a manner suitable for both technical and non-technical audiences. This includes a major report document, an executive summary, and a slide deck suitable for public presentations and municipal briefings.

RKG & FHI will design and implement an interactive online dashboard that enables Delaware County to visualize, analyze, and communicate key housing findings. The features, structure, and degree of public accessibility will be developed in collaboration with County staff to ensure the tool aligns with the County's data governance, communication goals, and long-term planning needs. The dashboard will integrate results from the full scope of work and providing a centralized platform for evaluating current conditions and comparing future housing opportunities across municipalities and submarkets.

The dashboard will be developed in parallel with the analytical tasks so that County staff can review iterations and provide feedback throughout the project. The final product will allow staff to access interactive maps, charts, and scenario outputs and will serve as a tool to support policy discussions and municipal coordination. RKG & FHI will work closely with the County to refine the design, incorporate their feedback, and provide training to ensure the dashboard becomes an effective, sustainable resource for ongoing housing planning, monitoring, and decision-making.

All datasets, GIS layers, and modeling outputs will be delivered in the County's desired formats and will include metadata and schema documentation to ensure long-term usability. This final task also includes meeting documentation, structured data handoffs, and the delivery of all materials necessary for County staff to maintain, update, or integrate the study's findings into ongoing planning initiatives.

Deliverable from Task:

Final Report, Complete Dashboard & Web-Based Product, all supporting materials and datasets

EXHIBIT D

NOT USED

EXHIBIT E

Project Budget & Schedule

The following table outlines the proposed budget. The total cost of services is $190,325. This proposed budget involves the completion of all tasks and delivery of final deliverables within a 6 month time frame. The proposed tasks are intentionally labeled and structured to match the items and goals outlined in the RFP with key deliverables and products completed and delivered following the completion of each task . Specific meeting dates, times and in-person engagements will be coordinated throughout the project, beginning with the project kickoff.

Project Budget by Task Item

Task	Description	RKG	FHI/IMEG	Schedule
1	Demographic & Economic Conditions	$8,250	$1,000	Month 1-2
2	Land Use, Zoning, and Development Capacity Analysis	$11,000	$20,000	Month 1-2
3	Housing Supply, Condition, and Affordability Inventory	$9,125	---	Month 2-3
4	Housing Market Analysis (Ownership and Rental)	$7,875	---	Month 2-3
5	Benchmarking & Peer County Comparison	$5,475	$4,000	Month 4-5
6	Demand Forecasting, Fair Share Analysis, and Dev. Scenarios	$26,750	$30,000	Month 3-5
7	Stakeholder Engagement, Coordination, and Presentations	$12,600	$10,000	Throughout
8	Report, Visualization, Recommendations, and Delivery	$14,250	$30,000	Month 5-6
TOTAL COST		$95,325	$95,000	

Included in the budget for Task 7 are travel expenses and costs associated with all in-person engagements.

EXHIBIT F

BILLING RATES

ATTACHMENT B – Page 2

PROPOSING FIRM: RKG Associates & FHI/IMEG

Lump Sum Fee: $ 190,325

The fees on this project shall be all-inclusive.

Reimbursables: $___________________________

Hourly rates will be utilized for any authorized and approved additional services.

Do not provide a range. Include rates for positions shown. Add positions in spaces provided.

Employee Name	Position	Hourly Rate
Firm(s)		
RKG Associates	Principal	$250
	Project Manager	$175
	Senior Analyst	$150
FHI/IMEG	Client Executive	$313
	Senior Urban Planner 3	$248
	Senior Environmental Specialist 3	$235
	Senior Urban Planner 2	$204
	Senior Urban Planner 1	$164
	Project Urban Planner 2	$145
	Project Urban Planner 1	$129
	Urban Planner Graduate 2	$106
	Urban Planner Graduate 1	$83
	Intern- Urban Planning	$78
	Administrateive Assistant 1	$75

EXHIBIT G

CONSULTANT'S INSURANCE REQUIREMENTS

Consultant shall procure and maintain, at no expense to Owner, the insurance coverages set forth below insuring Consultant, its employees, agents and designees and the Indemnified Parties. Consultant shall include the Indemnified Parties as additional insureds to the insurance policies described in Sections 1, 2 and 3 of this Exhibit. Such policies shall provide by endorsement or otherwise for severability of interests of cross liability so that coverage will apply in the case of claims by any insured or additional insured against the insured or additional insured. The insurance coverage afforded under these policies shall be primary to any insurance carried independently by the Indemnified Parties, and such other insurance shall be noncontributing.

The insurance specified below (including but not limited to the pollution policy) shall be placed with insurance companies rated at least A+-VII by the AM Best insurance rating service and each policy shall incorporate a provision requiring the giving of notice to Owner at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies. There shall be no deductible or retention of risk except as shall be approved by Owner. With respect to any policies written on a claims-made basis, evidence of continued coverage will be provided for a period of three (3) years after Project completion. Consultant's liability under the Agreement shall not be limited by the limits of liability under the insurance to be provided pursuant to this Exhibit.

1. Commercial General Liability Insurance (including but not limited to broad form contractual liability and completed operations, explosion, collapse and underground hazards) in the amount of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate on a per project basis, covering bodily injury and property damage, written on an occurrence basis on a form with coverage at least as broad as the standard ISO form.

2. Automobile Liability covering vehicles owned, hired and non-owned vehicles used, by Consultant with policy limits of not less than One Million Dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage, written on an occurrence basis.

3. Excess or umbrella liability insurance covering the risks set forth in Section 1, 2 and 5 of this Exhibit in the minimum additional amount of Five Million Dollars ($5,000,000), with coverage at least as broad as the underlying policies.

4. Workers' compensation insurance at statutory limits.

5. Employers' liability insurance with policy limits not less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, and One Million Dollars ($1,000,000) policy limit.

6. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars ($3,000,000) per claim and One Million Dollars ($1,000,000) in the aggregate. If Consultant's practice policy has higher limits, those higher limits shall apply.

Consultant shall provide certificates of insurance to Owner, in form reasonably satisfactory to Owner, that evidence compliance with the requirements in this Exhibit, prior to commencement of its services and at least 10 days before the expiration of any policy required under this Exhibit. If Owner receives an insurance certificate from Consultant or a Subconsultant that shows noncompliance with this Exhibit and does not initially object, nothing shall preclude Owner from objecting at any time thereafter and requiring Consultant to comply with the requirements of this Exhibit.

Consultant shall cause all Subconsultants performing testing, boring or similar work at a site to maintain Pollution Liability coverage with limits of not less than $2,000,000 per occurrence, $2,000,000 annual aggregate. Coverage shall apply to their scope of services and shall include but not be limited to coverage for bodily injury; property damage, including but not limited to loss of use of damaged property or property that has not been physically injured; clean-up costs; and defense and investigative costs. Such policy shall include but not be limited to coverage for liability arising out of microbial events such as mold, fungi and bacteria; any hazardous materials or substances introduced by the applicable Subconsultant; and any existing condition at the applicable site caused by the presence of pre-existing hazardous materials that is exacerbated by the negligent actions of such Subconsultant.

EXHIBIT H

ADDITIONAL TERMS

DELAWARE COUNTY HOUSING STUDY AND MARKET ANALYSIS (eDPL-120425)

THE FOLLOWING ADDITIONAL TERMS HAVE BEEN ADDED TO THE RFP. VENDORS WHO SUBMIT PROPOSALS IN RELATION TO THE RFP AGREE TO BE BOUND BY THESE TERMS.

2. ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

2.20 ARTIFICIAL INTELLIGENCE (AI) RESTRICTIONS

Unless explicitly stated within the RFP, the County is not seeking any proposals that utilize AI, either directly or indirectly. Any submissions that involve AI to fulfill the County's goals must be clearly disclosed and are subject to the clauses within this RFP.

2.20.1 TRAINING

The Contractor, and all subcontractors **shall no**t, under any circumstances:

- Use, analyze, access, transmit, store, or reproduce any County Data, including, but not limited to, metadata, derivative data, logs, usage information, or aggregated datasets, for the purpose of training, refining, enhancing, or otherwise improving any Artificial Intelligence, Artificial Narrow Intelligence (ANI), Artificial General Intelligence (AGI), Artificial Superintelligence (ASI), machine learning, or algorithms, whether proprietary, commercial, open-source, or third-party.
- Allow County Data to be incorporated into or used to generate inputs for any AI system, including large language models, generative models, or predictive analytics systems, except where explicitly authorized in writing by the County.
- Permit any third party, upstream provider, subcontractor, or affiliated entity to use or access County Data for AI training, model development, benchmarking, synthetic data generation, product improvement, or dataset creation of any kind.

For purposes of this RFP, AI means any system, model, software, or computational process, which is rule-based, statistical, machine-learning, deep-learning, neural-network-based, generative, or hybrid, that performs tasks normally requiring human intelligence. This includes machine learning (ML) and generative AI (GenAI) models that learn patterns or behaviors from datasets and produce outputs such as text, images, code, analytics, simulations, or recommendations. **These tasks include, but are not limited to:**

- **Pattern Recognition**
- **Autonomous Decision-making or Decision Assistance**
- **Image, Audio, or Video Analysis or Generation**
- **Self-Learning, Adaptive, or Self-Modifying Behavior Based on Input Data**
- **Data Classification or Prediction**
- **Language Processing, Text Generation, or Translation**
- **Optimization, Planning, or Recommendation Functions**

For clarity, "AI training" includes any activity that uses data to:

- Train, retrain, fine-tune, calibrate, validate, benchmark, or otherwise improve an AI, ANI, AGI, ASI, or ML model
- Enhance an AI system's performance, accuracy, capabilities, or understanding
- Derive embeddings, feature sets, or latent representations of the data for future AI use

2.20.2 SYSTEM OPERATION

If vendor's proposal requires the use AI functionality embedded within the Contractor's solution must:

- Operate solely on the data expressly approved by the County
- Perform only the AI-related functions explicitly described in the submitted proposal

- Ensure that no County data is exported, intentionally or unintentionally, to external AI services, shared training materials, shared model weights, or external processing environments.

2.20.3 CERTIFICATION AND AUDIT RIGHTS

If the awarded vendor's submitted proposal involved the use of AI, Contractor shall provide, upon request:

- Written certification of compliance with this clause
- Documentation of data handling practices, logging systems, and technical safeguards preventing AI-related use.
- Access for County-authorized audits to verify that County Data has not been used for AI training or model improvement.

Non-compliance may result in immediate termination, withholding of payments, legal remedies, and ineligibility for future County contracts.

2.21 DATA OWNERSHIP AND RIGHTS

All County Data, including any transformations, outputs, analyses, or derivative works produced during the contract, remain the exclusive property of the County. No rights, title, interests, or usage permissions are granted to the Bidder or its affiliates beyond those necessary to perform the contracted services.

The Contractor shall not claim ownership, control, or intellectual property rights over any models, weights, or algorithms purportedly improved, trained, or modified using County Data in violation of this clause.

EXHIBIT I

<u>NOT USED</u>

EXHIBIT J

SUBMISSION REQUIREMENTS

None

EXHIBIT K

NOT USED

EXHIBIT L

NOT USED

CLIENT SERVICES AGREEMENT

This Client Services Agreement (this "**Agreement**") is made and entered into as of the day of January, 2026 (the "**Effective Date**") by and between County of Delaware, a Pennsylvania [Entity Type] ("**Client**"), and Arthur J. Gallagher Risk Management Services, LLC, a Delaware limited liability company, and its licensed brokerage affiliates ("**Gallagher**"). Client and Gallagher shall each be referred to herein as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Gallagher is a global insurance brokerage and risk management services firm, and Client desires to retain Gallagher to provide certain services, as further described on Exhibit A attached hereto (collectively, the "**Services**").

NOW, THEREFORE, in consideration of the mutual promises contained herein, Gallagher and Client hereby agree as follows:

I. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue for a term of one (1) year (the "**Initial Term**"). This Agreement shall automatically renew on the first anniversary of the Effective Date and annually thereafter for consecutive additional periods of one (1) year each (each a "**Renewal Term**"). This Agreement may be terminated by either Party at any time upon thirty (30) days' prior written notice. In the event of any such termination, Gallagher will work with Client during such 30-day period to transition its account as directed.

II. SERVICES

Gallagher will provide the Services for Client as set forth on Exhibit A and incorporated herein, which Exhibit A may be amended from time to time as agreed upon in writing by the Parties. For Services that specifically include insurance placement by Gallagher as the broker, Client hereby authorizes Gallagher to represent and assist Client in all discussions and transactions with insurance companies relating to the lines of insurance set forth on Exhibit A when acting as Client's insurance broker, provided that Gallagher shall not place any insurance on behalf of Client unless so authorized by Client in writing. In addition, Services that include the placement of insurance coverage require the following:

A. Client shall provide Gallagher with all information and documentation that may be relevant to the applicable risks that Client would like to insure, as requested by Gallagher and/or underwriters from which Gallagher intends to secure quotes. This information shall include any facts material to a fair assessment of the risk by underwriters, including risk exposures and loss experience, and shall be updated as information changes or is discovered after inception of coverage. Client's failure to fully and completely disclose all such information could result in a carrier declining coverage for a specific loss or voiding Client's insurance coverage altogether.

B. Gallagher will consult with Client regarding the terms of the insurance quotes received, and Client shall have sole discretion in the selection of the ultimate insurance markets and policies chosen, as well as any other decisions involving Client's risk management, risk transfer and/or loss prevention needs. Gallagher will use reasonable efforts to secure insurance coverages on Client's behalf and as directed by Client. Client must read all coverage proposals and policies carefully, as actual coverage is determined by the applicable policy language. Gallagher will provide guidance to Client regarding Client's policy or coverage inquiries. In the event an insurer cancels or refuses to issue a particular policy, Gallagher will use reasonable efforts to obtain replacement coverage from another insurer.

C. Client is responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters in accordance with the terms and conditions of Client's policies. Upon request, Gallagher will assist Client in determining applicable claim reporting requirements.

D. Client has no obligation to purchase an insurance product through Gallagher.

III. COMPENSATION, TAXES AND FEES

A. Client shall pay Gallagher fees for the Services set forth on Exhibit A. Where permitted, the Services may include fees in lieu of or in addition to commission for placement of insurance. If Gallagher receives fees for insurance placement, the policy(ies) will be listed in Exhibit A, along with the fee for that insurance placement. In the event Client elects to pay insurance premiums or other sums due hereunder via agency bill, Gallagher may also assess billing administration fees where legally permitted. Fees for post insurance placement Services may also be included in Exhibit A.

B. Based on market increases including, but not limited to, inflation, labor, overhead, and other good faith increases in the cost to Gallagher to provide the Services, the fees for the Services shall be adjusted on the first day of each Renewal Term. For each Renewal Term, provided the Services remain substantially similar to those provided in this Initial Term, the fees for the Services shall be increased three percent (3%) over the prior year.

C. Gallagher's fees under this Agreement shall be fully earned on the Effective Date (and any anniversary thereof). All amounts shall be due and payable to Gallagher in U.S. dollars, within thirty (30) days after Client's receipt of the applicable invoice. Any amounts not paid when due will accrue interest at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is less. All compensation unpaid but due and payable by Client shall promptly be remitted to Gallagher by the date of expiration or termination of this Agreement. Client shall inform Gallagher in the event that Client's business operations change substantially, including the applicable risks insured. Under such circumstances, Client and Gallagher will negotiate in good faith to adjust the amount of commission and/or fees to be paid to Gallagher hereunder.

D. Where applicable, insurance coverage placements and other Services provided by Gallagher may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, governmental regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which Gallagher will separately identify on related invoices. Under no circumstances will these taxes or other related fees or charges be offset against fees or commissions due to Gallagher hereunder.

IV. ADDITIONAL COMPENSATION AND FEES

A. In addition to the fees and/or commissions set forth in Exhibit A or otherwise described herein, Gallagher may also receive interest or other investment income on funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Gallagher's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients.

B. Any compensation that Gallagher receives from insurance carriers may differ depending on the market and the insurance product placed on Client's behalf. Gallagher may receive additional compensation from insurance carriers in the form of contingent and supplemental commissions, bonus commissions, overrides or expense reimbursements. Any such fees or commission will not constitute compensation to Gallagher per Section III above.

C. Client is responsible for payment of premiums for all insurance placed by Gallagher on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies or premium finance companies, such nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement upon written notice to Client, at its sole option. Further, the applicable insurance carrier may terminate the associated coverage for nonpayment. In addition, and not in lieu of the right to terminate, Gallagher reserves the right to apply return premiums or any other payment received by Gallagher on Client's behalf to any amounts owed by Client to Gallagher unless, and to the extent that, such return premiums or other payments are disputed by Client or prohibited by law.

V. CONFIDENTIALITY & DATA PRIVACY

A. As used in this Agreement, "**Confidential Information**" means any nonpublic, proprietary or personal data and information furnished by either Party or its agents or representatives to the other Party or its agents and representatives, whenever furnished and regardless of the manner or media in which such information is furnished, which the receiving Party knows or reasonably should know to be confidential. Each Party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement.

B. The Parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the placement of insurance and/or the Services set forth in Exhibit A. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. The Parties agree that Confidential Information does not include aggregate, anonymized or de-identified data. Client agrees that Gallagher is permitted to disclose and transfer Client's Confidential Information (including transfers outside the United States in compliance with applicable laws) to Gallagher's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the Services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). Either Party may also disclose such information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal; provided, however, that prior to making any such disclosure such Party shall (a) first notify the other Party, to the extent legally permissible, so that the other Party may, at its sole expense, take legally available steps to resist or narrow the disclosure; and (b) disclose only that portion of Confidential Information that is legally required. Gallagher has established security controls to protect Client Confidential Information from unauthorized use or disclosure. In addition, Gallagher may also utilize aggregate, anonymized, or de-identified Client Confidential Information in connection with benchmarking, risk modeling and other data analytics, service or product improvements and offerings, and similar business purposes. Client further agrees that Gallagher may use Client Confidential Information with artificial intelligence or other automated applications for the purposes of improving or delivering the Services for the benefit of Client. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

C. Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the Services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

VI. DISPUTE RESOLUTION

A. In the event a dispute between the Parties arising out of or relating to this Agreement or the relationship created by this Agreement ("**Dispute**"), the Parties agree to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, the Parties agree to binding arbitration. The Parties waive any and all rights they may have to commence litigation in court to resolve a Dispute, and specifically waive any and all rights to pursue relief by class action or mass action in court or through arbitration. For the avoidance of doubt, consistent with the provisions that follow, the Parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by this Agreement.

B. A Party wishing to assert a Dispute shall do so by providing a written notice ("**Notice**") of the claim to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures, unless specifically excluded under Section VI.A of this Agreement. All Dispute resolutions shall take place in Chicago, Illinois, unless otherwise agreed by the Parties. The Parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorney fees. All matters will be before neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes, which may be based in legal practice, insurance company or insurance brokerage practice, or a combination thereof.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a Memorandum of Understanding signed by both Parties and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of $500,000, either Party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) shall be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither a Party nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both Parties.

VII. LIABILITY LIMITATIONS

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed $20 million in the aggregate. Without limiting the foregoing, each Party shall only be liable for actual damages incurred by the other Party, and shall not be liable for any indirect, special, exemplary, consequential, reliance, punitive damages or for any attorneys' fees other than as described in Section VIII.A below (whether incurred in a dispute or an action against the other, or as alleged damages that any Party incurred in any insurance coverage dispute, or otherwise). No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either Party any later than two (2) years after the accrual of such claim or cause of action.

VIII. MISCELLANEOUS

A. Indemnification. Each Party agrees to defend, indemnify and hold the other Party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on the indemnifying Party's: (i) breach of any representation, warranty or covenant made by such Party hereunder, or (ii) grossly negligent acts or omissions or intentional misconduct; provided, however, that the indemnifying Party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other Party or its employees or agents.

B. Advisory Services. The Services provided by Gallagher, its employees and affiliated companies do not constitute legal or tax advice. Client must consult with its own legal and financial advisors to become fully apprised of any legal or financial implications to its business.

C. Assignment. This Agreement shall apply to and bind the successors and assigns of the Parties hereto, including, in the event of a Party's insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall not be assignable by either Party, except with the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to an affiliate or in the event of a merger or sale, provided the assignee is willing and able to assume such Party's obligations hereunder.

D. Independent Contractor. Gallagher is engaged to perform Services as an independent contractor of Client and not as an employee or agent of Client, and will not be operating in a fiduciary capacity.

E. Governing Law & Venue. This Agreement and any Dispute relating to or arising out of this Agreement shall be governed by the laws of the State of Illinois, without regard to its conflict of law rules. Any litigation under Section VI.A of this Agreement shall be brought in federal or state court in Cook County, Illinois.

F. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement (other than payment obligations) as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, pandemic, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

G. Counterparts. This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the Parties hereto and delivered to the other Party.

H. Warranties. Except as expressly set forth in this Agreement, Gallagher makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

I. Severability. If a court/arbitrator of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, that provision will be severed from this Agreement, and the court/arbitrator will replace it with a valid and enforceable provision that most closely approximates the intent of the Parties, and the remainder of this Agreement will otherwise remain in full force and effect.

J. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior negotiations, agreements and understandings as to such matters.

K. Non-Waiver. The Parties agree that any delay or forbearance by either Party in exercising any right or remedy under this Agreement or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. No change, waiver or discharge hereof shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC	COUNTY OF DELAWARE
By: [illegible]	By:
Name: PATRICK V. LARKIN	Name:
Title: AREA PRESIDENT	Title:

County of Delaware
Client Services Agreement
Exhibit "A"

Insurance Coverages:

Arthur J. Gallagher Risk Management Services, LLC ("Gallagher") will use its best efforts to secure the following lines of insurance coverage on behalf of the County of Delaware.

List of Insurance Placements:

County's Master Property and Casualty Insurance Program, excluding ancillary lines:

Auto Liability
General Liability
Law Enforcement Liability
Errors & Omissions including EPL
Sexual Abuse
Employee Benefits Liability

Primary Excess Liability
2nd Layer Excess Liability
3rd Layer Excess Liability
Commercial Property
Excess Property
Boiler & Machinery/Equipment Breakdown
Cyber & Privacy

Fair Acres Master Property and Casualty Insurance Program

George W. Hill Correctional Facility Master Property & Casualty Insurance Program

Ancillary Lines

- Commercial Crime
- Pension Plan
- Flood Insurance – selected locations
- 911- Center - Professional Liability
- Lawyers Professional (Public Defender)
- Lawyers Professional (Court Appointed Attorneys)

Ancillary Lines (continued)

- Lawyers Professional (Court Appointed Attorneys)
- Accident & Health Courthouse Volunteer Group & other
- Fiduciary Liability
- Environmental Liability
- Physical Damage – 911 Bomb Squad Equipment
- Professional Liability – Office of the Medical Examiners
- Surety Bond- District Justice Administrative Offices
- Public Officials Bonds
- Excess Workers' Compensation

<u>Scope of Services:</u>

The following outlines Services to be provided over the Term of the Agreement:

- Management and Claims Administration of Self-Insured Workers' Compensation, Heart & Lung Act, including mandatory reporting under Medicare, Medicaid and SCHIP Extension Act of 2007 ("MMSEA"); Administration of High Retention Casualty Claims Program for the County of Delaware, Fair Acres and the Prison including handling of run off Worker's Compensation claims incurred prior to July 1, 2021 and still open as of January 1, 2026 and run-off Workers' Compensation claims incurred subsequent to July 1, 2021 and still open as of January 1, 2026.

- Overall planning and administration of transitional plan for Broker of Record (Please see detailed plan at the end of this exhibit).

- Work with the County to prepare comprehensive underwriting data and criteria for insurance carrier negotiations.

- Formally present coverage submissions to agree upon insurance carrier(s) and negotiate terms on behalf of the County.

- Provide consultation to the County on exposures existing coverages, and the desirability and/or feasibility of potential program changes, retention and data analysis as recommended by Gallagher.

- Request change endorsement(s), when required by the County or when otherwise necessary ensuring accuracy and delivery in a timely manner.

- Administration of insurance program including policy review and issuance, invoicing, coordination, and/or insurance of required documentation, i.e., automobile identification cards, certificates of insurance, and the program administration, as required by the County.

- Review account and billing data; audit information from insurance carriers to ensure accuracy.

County of Delaware
Client Services Agreement
Exhibit "A"

Fees:

Gallagher is committed to full transparency. It is our understanding that the County would like the compensation for this contract to be handled on a fee basis. Some carriers require that a minimum commission be paid.
The chart below outlines the total proposed annual compensation.
All fees will be offset by any commissions that are received by Gallagher to ensure that Gallagher does not exceed the total proposed fee.
An annual detailed reconciliation will be provided to the County.

Description of the Program	Proposed Fee
Master Property & Casualty Insurance Program excluding ancillary lines:	$105,000
Fair Acre's Master Property and Casualty Insurance Program:	$51,250
George W. Hill Correctional Facility Master Property & Casualty Insurance Program:	$51,250
Other Ancillary Monoline Property-Casualty Coverages and Bonds:	$56,250
Management and Claims Administration of Self-Insured Workers' Compensation, Heart & Lung Act, including mandatory reporting under Medicare, Medicaid and SCHIP Extension Act of 2007 ("MMSEA"); Administration of High Retention Casualty Claims Program for the County of Delaware, Fair Acres and the Prison.	$133,250
- Run-off Workers' Compensation Claims incurred prior to July 1, 2021 and still open as of Jan. 1, 2026	Included
- Run-off Workers' Compensation Claims incurred subsequent to July 1, 2021 and still open as of Jan. 1, 2026.	Included
Subtotal	$397,000
Less: Credit provided to the County for Cancellation of separate Contract for the handling of claims incurred prior to July 1, 2021, and other specified Self-Insurance Services:	<$24,750>
TOTAL:	$372,250

DECEMBER 18, 2025

County of Delaware

Service Agreement for Workers' Compensation and Casualty Claims Program Management and Administration including Mandatory Reporting under Medicare, Medicaid and SCHIP extension act of 2007 ("MMSEA") and the handling of Run Off Workers' Compensation Claims incurred prior to July 1, 2021 and still open as of January 1, 2026 and Run Off Workers' Compensation Claims incurred subsequent to July 1, 2021 and still open as of January 1, 2026

PROPOSAL
FOR THE ONE YEAR PERIOD
JANUARY 1, 2026 – DECEMBER 31, 2026

PREPARED FOR: THE COUNTY OF DELAWARE
GOVERNMENT CENTER BUILDING
MEDIA, PENNSYLVANIA 19063

PREPARED BY: ARTHUR J. GALLAGHER & Co.
40 WEST FRONT STREET
MEDIA, PENNSYLVANIA 19063

COUNTY OF DELAWARE
SERVICE AGREEMENT FOR MANAGEMENT AND ADMINISTRATION OF SELF-INSURED WORKERS' COMPENSATION, HEART & LUNG/ACT 477 AND HIGH RETENTION CASUALTY CLAIMS PROGRAM INCLUDING MANDATORY REPORTING UNDER MEDICARE, MEDICAID and SCHIP EXTENSION ACT OF 2007 ("MMSEA") – FOR HANDLING OF CLAIMS INCURRED PRIOR TO JULY 1, 2021 AND CLAIMS INCURRED SUBSEQUENT TO JULY 1, 2021 AND STILL OPEN AS OF JANUARY 1, 2026

THIS SERVICE AGREEMENT DATED THIS ______ day of January, 2026 by and between Arthur J. Gallagher Risk Management Services, LLC ("Gallagher"), herein referred to as "Service Organization" and THE COUNTY OF DELAWARE, herein referred to as "Client". The Client hereby agrees that the Service Organization shall perform services for and on the behalf of the Client, upon the terms and conditions set forth herein:

ARTICLE 1 - TERM

1.1. The term of this Service Agreement shall be from 12:01 A.M., January 1, 2026 through Midnight, December 31, 2026 unless cancelled earlier as provided in the Cancellation Notice.

ARTICLE 2 - DEFINITIONS

As used in this Service Agreement, the following terms shall have the following meanings:

2.1 <u>"Adjust"</u> or <u>"Adjustment"</u>: Process of investigation, evaluation and disposition of claims alleging injury, damage or loss. This process shall include pricing of medical bills to fee schedule. (See also, Article 3.1 (d))

2.2 <u>"Allocated Loss Expense":</u> Expense payable by the Client to third parties as a result of claims services and shall include: hearing costs, legal fees and expenses, stenographic fees, commercial photographer fees, appraisals, expert fees, fees for claim-related medical opinions and diagnostic services except fees for actual medical or hospital treatment, witness fees and mileage allowances, fees for detective services, fees for nursing and vocational rehabilitation services, but not including direct claims payment or fees paid to the Service Organization.

2.3 <u>"Claim":</u> Any incident that could, in the Service Organization's judgment, result in financial loss to or financial liability to the Client, and for which the Service Organization has established a file and placed a reserve on the file.

2.4 <u>"Claim Adjustment File":</u> Documentation of claim adjustment process arising from any single incident involving one or more claimants and containing all relevant activity records including notices, investigations, evaluations, and payments.

2.5 <u>"Discretionary Settlement Authority Limit":</u> That stated sum or sums of money set forth in this Service Agreement and under which the Service Organization shall have full and sole discretion and final authority to adjust and make claim payments on behalf of the Client (see also, Article 4.1).

2.6 <u>"Reserve":</u> The monetary evaluation including an evaluation of zero dollars of the Client's total financial exposure on any claim or incident as established by the Service Organization.

2.7 "Third Party": Any person, partnership, corporation or other legal entity except The Service Organization, Service Organization's employees, Client, and Client's employees or persons eligible for claiming workers' compensation benefits from the Client or person attempting to collect liability or other benefits from the Client.

2.8 "Preferred Provider Organization (PPO) Network Access Fees": A Preferred Provider Organization (PPO) is a group of medical professionals, who agree to participate as part of a discounted fee network in exchange for referrals. Pursuant to their participation in a network, the providers agree to accept discounted payments for their services. Such payments are less than the allowable fee schedule that is provided by the Pennsylvania Workers' Compensation Act. PPO fees are only billed when a network is accessed and are based on a percentage of savings below the Pennsylvania fee schedule.

ARTICLE 3 - SERVICES PROVIDED – FOR ALL WORKERS' COMPENSATION CLAIMS INCLUDING CLAIMS INCURRED PRIOR TO JULY 1, 2021 AND ALL WORKERS' COMPENSATION CLAIMS INCURRED SUBSEQUENT TO JULY 1, 2021 AND STILL OPEN AS OF JANUARY 1, 2026.

Subject to all other terms and conditions of this Service Agreement, the Service Organization shall provide the following services:

CLAIMS MANAGEMENT CONSULTING

3.1 **Workers' Compensation, Heart & Lung Act, Vehicle and Municipal Liability, including but not limited to Public Officials Liability and Professional Liability**

a) **Self-Insurance Regulatory Requirements:**

The Service Organization shall develop all necessary data and information which is required in order to prepare the annual applications for the continuation of Client's self-insured status in the State of Pennsylvania. Further, Service Organization shall prepare such applications for Client's signature and file the completed applications with the PA Department of Labor and Industry and PA Department of Transportation (if required) in order to secure the necessary exemptions and applicable self-insurance certificates.

In addition, Service Organization shall coordinate/handle all reports, inquiries, requests for information, Trust Fund/Collateralization transactions and correspondence, which is required by the State of Pennsylvania pursuant to Client's exempt/self-insured status. Service Organization will verify and process all Administrative Fund, Supersedeas Fund and Guarantee Fund Assessments that are required under the Self-Insurance Program by the PA Department of Labor and Industry.

The Service Organization will coordinate the completion of materials for comprehensive field audits conducted by the Pennsylvania Department of Labor and Industry on the Workers' Compensation Exemption and/or the Accident and Illness Prevention Program and will represent the County of Delaware throughout the audit

process in order to maintain the County's status as an exempt Self-Insurer in the State of PA.

In the event that the Client is no longer considered to be an exempt employer for self-insurance purposes by the state of Pennsylvania, this status will be immediately communicated to the Client by the Service Organization and the necessary steps will be taken in order to attempt to resolve the issue or place the statutory coverages required by the laws of the state of Pennsylvania.

b) Client Trust Funds, Budgeting and Related Matters:

The Service Organization shall assist Client personnel with the establishment, negotiation and monitoring of the required self-insurance trust funds/accounts, departmental budget analyses and other matters relevant to the financial management of the County of Delaware's Self-Insured Workers' Compensation and High Retention Casualty Claims Program (Please see Article 5 for additional details).

c) Overall Coordination/Management, including Litigation Management:

The Service Organization shall direct, manage and coordinate all activities, which are necessary in order to efficiently and effectively operate Client's Self-Insured Workers' Compensation and High Retention Casualty Claims Program. Such activities shall include, but are not limited to coordination with Defense Counsel on all litigated matters or complex matters that require special attention in the Pre-Litigation stage and throughout the Litigation Process in order to protect the

County's financial interest(s); periodic Litigation Committee meetings with County Solicitor, Risk Manager and designated Defense Counsel in order to discuss and strategize on large losses in litigation, daily contact with Client personnel regarding specific incidents, claims and lawsuits; periodic meetings/consultations relative to loss experience, etc. and meetings with physicians, nurses, case managers, health care providers in order to provide maximum efficiency and cost-effectiveness for the overall program.

d) Preferred Provider Organizations, Occupational Networks, Bill Repricing and Bill Reviews:

In order to maximize medical discounts and reduce the net cost to the County for medical and medical-related client expenses due to claims; Service Provider is authorized to engage preferred provider organizations, occupational networks, bill repricing and bill review consultants. These entities are only compensated when the Client's net costs fall below the Pennsylvania Workers' Compensation fee schedule. Service Organization does not receive any portion of PPO fees paid by the Client.

CLAIMS ADJUSTMENT - FOR ALL CLAIMS.

3.2 Workers' Compensation, Heart & Lung Act, Vehicle and Municipal Liability, including Public Officials Liability and Professional Liability:

As set forth and limited in this Service Agreement, the Service Organization shall: review all incidents and claims against the Client; conduct appropriate investigations of such claims; secure necessary claims-related services on behalf of the Client; adjust and pay claims within discretionary settlement authority limits; recommend and negotiate settlement of claims which exceed the discretionary settlement authority limits; and provide to the Client detailed reports on a timely basis of all claims and claims-related transactions.

3.3 Claims Fund: The payment of claims by the Service Organization shall be made from separate claims payment accounts funded by the Client. This payment procedure will apply to claims adjusted within the discretionary settlement authority limits and claims, which exceed the discretionary settlement authority. Further, Service Organization shall establish and maintain three separate payment accounts, one for workers' compensation, one for vehicle liability, and one for municipal liability and other casualty claims.

3.4 Risk Data Management: The Service Organization shall collect, receive process and report to the Client loss data organized to provide detailed loss experience information on a departmental basis. Detailed loss reports will be developed on a monthly basis with specialized reporting for Client's loss control needs to be done on a quarterly basis. In the event that Client requires additional data or reports, they will be developed and furnished by Service Organization at no additional expense. The Service Organization shall prepare all 1099 and 1096 forms and distribute them to third parties on a timely basis.

3.5 MEDICARE, MEDICAID AND SCHIP EXTENSION ACT OF 2007 (MMSEA) FOR ALL CLAIMS: The Service Organization will handle the Mandatory Reporting to Medicare in accordance with the "Medicare, Medicaid and SCHIP (State Children's Health Insurance Program) Extension Act of 2007." ("MMSEA").

Under the "MMSEA" Mandatory Reporting requirements, all Workers' Compensation claims where payments were issued from July 1, 2009 or where future payments are expected to be made, are required to be reported to Medicare. Reporting is required for medical payments, lump sum settlements or settlements for a nuisance value. With regard to lump sum settlements, Medicare will determine the portion of the settlement that is applicable to medical expenses. The intent behind the Medicare Mandatory Reporting of claims is to identify any duplicate payments that were made in addition to determining if payments were made by Medicare and should have been paid by the secondary payor.

Medicare reporting is required on all cases in which an individual is a Medicare beneficiary, which includes persons that are age 65 or older (worker or worker's spouse). If not age 65, persons who have been receiving Social Security Disability for 24 months or longer and persons with end stage renal failure.

The Service Organization will be responsible for the required electronic submission of these claims and the required data that is required to be reported to Medicare. Claims will be initially reported where payments have been made according to Medicare guidelines at the time of resolution or settlement and at the time of the termination of liability on the claims.

The County of Delaware has been registered and has been assigned the Responsible Reporting Entity ("RRE") ID # 11316.

3.6 Workplace Safety Committee:

Service Organization will coordinate the County's Workplace Safety Committee's activities including monthly meetings. Service Organization will also provide annual

training with licensed providers for each member of the County's Workplace Safety Committee.

3.7 <u>Services Provided – Includes all Workers' Compensation Claims incurred prior to July 1, 2021 and still open as of January 1, 2026:</u>

Subject to all other terms and conditions of this Service Agreement, the Service Organization shall provide all of the Services described in this article.

3.8 <u>Services provided includes all Workers' Compensation Claims incurred subsequent to July 1, 2021 and still open as of January 1, 2026:</u>

Subject to all other terms and conditions of this Service Agreement, the Service Organization shall provide all of the Services described in this article.

ARTICLE 4 - <u>DISCRETIONARY SETTLEMENT AUTHORITY LIMIT</u>

4.1 The discretionary settlement authority limit(s) granted to the Service Organization under this Service Agreement for claims administration shall be as follows, on a per claim basis:

a)	**Workers' Compensation**	**$25,000 Indemnity & $25,000 Medical/ $50,000 Total**
b)	**Vehicle Liability**	**$25,000**
c)	**Municipal/General Liability**	**$25,000**
d)	**Public Officials Liability**	**$25,000**
e)	**Other Professional Liability**	**$25,000**

4.2 Except as set forth in Section 4.4 (below) for claims equal to or less than the discretionary settlement authority limit, the Service Organization shall have full

and sole discretion to adjust the claim without supervision or direction from the Client, and such adjustment shall be binding upon the Client. For claims that exceed the discretionary settlement authority limit, the Client shall make all material decisions relative to final disposition of the claim. In such instances, the Service Organization shall perform all necessary activities relative to the review and investigation of the claim, shall prepare and furnish all supporting documentation necessary for an informed decision and shall make recommendations to the Client relative to the final negotiations, adjustment/disposition of the claim.

4.3 The aforementioned limits are intended to apply to final disposition of the claim; however, should a claimant allege damages in excess of said limits, but which at the discretion of the Service Organization are reserved for amount(s) equal to or less than said limits, such claim shall be adjusted as being within the discretionary settlement authority limit pending final disposition.

4.4 The Service Organization reserves the right, on any particular claim, to disregard the authority granted in this Article 4 and treat said claim as requiring the Client's approval prior to final disposition. The Client reserves the right, on any particular claim, and upon written notice to the Service Organization to revoke the authority granted in this Article 4 and treat said claim as requiring the Client's approval prior to final disposition

4.5 In the event that legal counsel is required for any claim covered by this Service Agreement, the Service Organization shall advise defense counsel of the settlement authority limits set forth in Article 4 and shall coordinate the overall defense and ultimate disposition of each case with Client personnel.

4.6 The Service Organization shall have the authority to bind the Client for outside legal fees and related costs that are deemed allocated loss expenses.

ARTICLE 5 - CLAIMS FUND AND INSURANCE REQUIREMENTS

5.1 To assist in the performance of Service Organization's activities the parties agree to the use of three separate claims fund accounts ("The Accounts") upon the terms as provided in this Article.

5.2 The Accounts will be established by the Service Organization upon the Client placing funds with the Service Organization in the minimum amount of $450,000 for Workers' Compensation, $65,000 for Vehicle and $200,000 for Municipal Liability and other Casualty Claims. The Service Organization shall use such funds to pay claims and claims related expenses including allocated loss expenses. Payments shall be made through the Accounts and deductions shall be made from the aforementioned funds in amounts equal to the claims and expense payments made.

Upon monthly notice from the Service Organization of the month ending balance of the Accounts, or upon other notice, as may be required for large losses, (high cost vouchers, etc.), the Client shall promptly place additional funds with the Service Organization in an amount sufficient to replenish the total funds placed with the Service Organization approximately equal to the aforementioned amounts in this Article 5.2. The parties, from time to time, may mutually agree to increase or decrease the aforementioned amount to accurately reflect the actual payment trends from the Accounts.

5.3 The Accounts shall be used solely for the purpose of payment of claims and claims expenses including allocated loss expenses. The Service Organization shall have no investment or disbursement responsibility with respect to the Accounts or funds placed with the Service Organization; it being understood that the funds placed with the Service Organization are not required to draw interest and shall not be otherwise invested for the benefit of the Client. However, to the extent that any interest income is payable on account balances, the interest income less applicable bank charges becomes the property of the Client and will be remitted on an annual basis or added to the account balance.

5.4 The Service Organization shall control disbursement of monies from the Accounts. The Client shall be notified of the personnel of the Service Organization that has check signing authority.

5.5 The Service Organization shall provide to the Client a monthly detailed bank reconciliation for each account. In addition, statements of the Client's funds in relation to payments from the Accounts; such statements shall include: a listing of the Client's previous closing balance; itemization and application of the current month's disbursements by check number and payment amount; crediting of all recovery payments received and deposits made by the Client with the Service Organization, and a listing of the Client's closing balance. Such report shall be on a form prepared by the Service Organization and acceptable to the Client. In addition, the Service Organization has made arrangements for the Client to receive bank statements electronically for each claims account on a monthly basis.

5.6 The Service Organization shall maintain a Commercial Crime Policy providing third-party dishonesty coverage and Errors & Omissions Liability Coverage with limits not less than $25,000,000 each. Evidence of such coverage is to be provided to the Client on an annual basis.

ARTICLE 6 - PROPRIETARY INTEREST

6.1 Ownership of Systems: All systems created or utilized by the Service Organization in performance of activities under this Service Agreement shall belong to, and remain as property of, the Service Organization; the Client having no ownership interest therein. "Systems" as used herein shall include, but is not limited to: computer programs, computer equipment - other than that owned by the Client, formats, risk data record formats, procedures, documentation and internal reports of the Service Organization, but shall not include claim files returned to the Client pursuant to Article 10.8, or any materials delivered by the Service Organization to the Client on a routine basis.

6.2 Client Accessibility of Data: The Service Organization shall make available to the Client, at the written request of the Client, the computer risk data files used in the performance of this Agreement. The Service Organization shall make the data available to the Client in a machine readable media in the Service Organization's then current standard format.

6.3 Protection of Data: The Service Organization shall make all reasonable efforts to insure the availability of the computer risk data and the operation of the computer hardware. In the event of damage to or malfunction of the computer hardware, the Service Organization will use its best efforts to obtain replacement alternative computer hardware to restore the service to an acceptable level in a timely manner. In the event that the computer risk data is not available for use by the computer system utilized by the Service Organization, the Service Organization will attempt to reconstruct or recover that data from computer data files at remote locations and from source records.

6.4 Privacy of Data: The Service Organization will take reasonable effort to maintain the confidentiality of all data supplied by the Client and used by the Service Organization in the performance of this Service Agreement. The Service Organization will not disclose this data or the contents of the data files without the express written consent of the Client.

ARTICLE 7 - INDEPENDENT CONTRACTOR STATUS

7.1 The Service Organization, at all times, shall be an independent contractor, and employees of the Service Organization shall in no event be considered employees of the Client. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Service Agreement or performance thereunder. The Service Organization reserves the right, in its sole discretion, to assign performance of activities under this Service Agreement to any of its personnel and to subcontract to third parties any part of all of the Service Organization's duties without the necessity of the Client's approval, provided, however, that any subcontracting by the Service Organization shall not relieve the Service Organization of its obligations to the Client under this Service Agreement.

7.2 The Client shall indemnify and hold harmless the Service Organization from any and all loss, cost or expense incurred by the Service Organization as a result of the execution or performance of this Service Agreement by the Service Organization, unless caused by the negligent act or omission of the Service Organization, or a crime or civil wrong committed by a Service Organization employee.

7.3 The Client shall indemnify and hold harmless the Service Organization from any and all loss, cost or expense resulting from any demand, claim or action at law on behalf of any person including, but not limited to, claims by third parties or any employee of the Client that alleges the existence of an unsafe or dangerous condition within the premises of the Client.

ARTICLE 8 - COMPENSATION

Except as otherwise provided in this Service Agreement, the Service Organization shall be compensated by Client in accordance with the terms of this Article 8.

8.1 In consideration of the services to be provided for the contract period from 12:01 A.M. January 1, 2026 through Midnight December 31, 2026, the Service Organization shall be paid as follows:

Annual sum of $133,250 payable within 30 days of the execution of this Service Agreement. This amount includes all claims including run-off Workers' Compensation claims incurred prior to July 1, 2021 and still open as of Jan. 1, 2026

and run-off Workers' Compensation claims incurred subsequent to July 1, 2021 and still open as of Jan. 1, 2026.

8.2 The compensation payable to the Service Organization under this Article shall in no way include or affect the separate payment obligations of the Client as respects the claims fund described in Article 5, the direct payment of allocated loss expenses, fees payable to Preferred Provider Organizations or Occupational Networks, bill repricing or bill reviewing companies for obtaining discounts below the Pennsylvania fee schedule or fees billable for the handling of certain open claims at the time of cancellation or termination of the Service Agreement as described in Article 10.8.

8.3 The Compensation payable to the Service Organization under this Article is separate from any commission or fee income which may be generated from the placement of any insurance policies or the administration of other County Insurance or Self-Insurance Programs. The Service Organization does not receive any compensation whatsoever from Preferred Provider Organizations or Occupational Networks, bill repricing or bill reviewing companies providing medical discounts to the County.

ARTICLE 9 – CANCELLATION

9.1 This Service Agreement may be cancelable or non-renewed by either party upon written notice to the other party; provided such notice specifies an

effective date for cancellation or non-renewal of not less than ninety (90) days from the date of such notice.

9.2 The Service Organization shall be entitled to all fees arising under this Service Agreement earned by the Service Organization on a pro rata basis through the effective date of cancellation.

9.3 The Service Organization shall be under no obligation to perform any of the services set forth in Article 3, subsequent to the effective cancellation or termination date of this Service Agreement except as set forth and limited in Article 10, Section 8 of this Service Agreement.

ARTICLE 10 - ADDITIONAL CONDITIONS AND LIMITATIONS, INCLUDING THE HANDLING OF OPEN CLAIMS AT THE TERMINATION OR CANCELLATION OF THE AGREEMENT

10.1 The Service Organization does not act as an insurer for the Client, and this Service Agreement shall not be construed as an insurance policy or any contract or agreement of indemnity; it being understood that the Service Organization is in no event financially responsible for payment or satisfaction of claims, lawsuits, or any form of cause of action against Client. The establishment by the Service Organization of any claim accounts to pay claims pursuant to Article 5 of this Service Agreement shall not be considered an undertaking by the Service Organization to be financially responsible for payments of funds into any such account.

10.2 The Service Organization's responsibility for the performance of activities as specified in Article 3 is conditioned upon the Client's cooperation with the Service Organization in all reasonable manners with respect to the activities of Service Organization, including, but not limited to: responding to the Service Organization's requests for information promptly, meeting with the Service Organization and/or third parties, as may be needed, and making decisions on matters which, as required by this Service Agreement, or in the professional opinion of the Service Organization, should be made by Client; the payment of funds into claims account referred to in Article 5, as required by the terms of such Article; and performance by the Client of all other obligations of this Service Agreement.

10.3 Opinions or recommendations made by the Service Organization shall in no event constitute any form of warranty or guarantee whatsoever that the Client shall or shall not have any stated monetary loss exposure from claims. Furthermore, the Service Organization does not warrant or make any representation whatsoever that the Client qualifies or is permitted, under applicable law, to be a self-insurer for the claims activities contemplated by this Service Agreement. Performance of this Service Agreement by the Service Organization shall not be deemed to create any such warranty or representation by the Service Organization that the Client meets any legal requirement for self-insurance activities.

10.4 The services to be provided by the Service Organization are not of a legal nature, and the Service Organization shall in no event give, or be required to give, any legal opinion or provide any legal representation to the Client, nor may any communication prepared by the Service Organization be relied upon by the Client as a legal opinion or interpretation. The Service Organization shall in no event be considered as engaged in the practice of law.

10.5 As respects the services provided by the Service Organization under this Service Agreement, any reports rendered to the Client may be relied upon only to the extent of express purpose of such reports as such purpose may be from time to time set forth in writing by the Service Organization.

10.6 In no event shall the Service Organization be liable for any consequential damages, punitive damages or damages of a similar nature that may be incurred by the Client as a result of the service provided herein.

10.7 This Service Agreement applies only to the activities expressly referred to herein. In the event the Service Organization has other responsibilities for the Client's insurance or self-insurance programs, these responsibilities shall be under separate agreement.

<u>CLAIMS ACCOUNT – FUNDING:</u>

A) As set forth in Article 5, Service Organization will continue to maintain the Workers' Compensation, General Liability and Vehicle Liability claims bank accounts and Client will continue to reimburse the bank accounts for paid claims and claims related expenses on a timely basis.

Should it be agreed by the parties upon termination or cancellation of this Service Agreement or any time thereafter that open claims adjustment files shall no longer be serviced by the Service Organization, the Service Organization shall promptly provide the Client with all claims adjustment files involving such open claims; and the Service Organization shall have no responsibility whatsoever for the propriety or correctness of any settlement or payment made on such claims.

10.8 Unless otherwise agreed by the parties, all open claims and recovery activities in process at the time of the termination or cancellation effective date shall continue to be handled by the Service Organization to a conclusion and in consideration of compensation of the Service Organization for such continuing service on a time and expense basis to be calculated at the Service Organization's respective hourly rates:

For the 2026 – 2027 Contract Period the hourly rates are as follows:

• Service Organization, Executive	$350/hr.
• Service Organization, E.V.P.	$250/hr.
• Claims Vice President	$175/hr.
• Claims Associate	$85/hr.
• Clerical Associate	$65/hr.
• Staff	$40/hr.

Should it be agreed by the parties upon termination or cancellation of this Service Agreement or any time thereafter that open claims adjustment files shall no longer be serviced by the Service Organization, the Service Organization shall promptly provide the Client with all claims adjustment files involving such open claims; and the Service Organization shall have no responsibility for the propriety or correctness of any settlement or payment made on such claims.

10.9 The Service Organization and the Client shall each have reasonable rights to inspect and audit the records of the Service Organization regarding any matter covered by this Service Agreement. Any such inspection or audit shall be conducted in a manner so as to not unnecessarily interfere with the business of the Service Organization, and the costs of any such inspection or audit shall be paid solely by the Client. These rights of audit shall survive the termination of this Service Agreement and extend for a one-year period thereafter.

10.10 Neither this Service Agreement not any rights thereunder shall be assigned by either party without the prior written consent of the other party first having been obtained. This provision shall not prohibit the Service Organization pursuant to Article 7 from assigning or subcontracting for any of the activities to be performed by the Service Organization.

10.11 The terms of this Service Agreement between the Service Organization and the Client shall be governed by the laws of the Commonwealth of Pennsylvania. Any adjudication by any court of competent jurisdiction, which invalidates any part of the Service Agreement, shall not act to invalidate any other part thereof.

10.12 This Service Agreement constitutes the entire understanding and agreement between the parties hereto, and supersedes all prior and contemporaneous agreements or understandings, written or oral, of the parties hereto. This Service Agreement may be amended only in writing, executed by both parties. No waiver of one or more provisions of this Service Agreement shall constitute a waiver of any other provision hereto. This Service Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors and assigns. This Service Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

(continued on next page)

10.13 All notices to be given pursuant to this Service Agreement shall be in writing, and shall be deemed to have been duly given when personally delivered or when mailed by United States first class mail, postage prepaid to the following addresses:

Client:	Monica Taylor, Chair Delaware County Council Government Center Building Media, Pennsylvania 19063
Service Organization:	Patrick V. Larkin, Esq. Arthur J. Gallagher Risk Management Services, LLC 40 West Front Street Media, Pennsylvania 19063

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

COUNTY OF DELAWARE

Witness Date	Chairman Date Delaware County Council

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC

Maria Atchison 12-18-25 Witness Date	[signature] 12/18/25 Patrick V. Larkin, Esquire Date Area President