



## AGENDA

### PRELIMINARY AGENDA MEETING TUESDAY, APRIL 19, 2022

1. Call Meeting to order
2. Pledge of Allegiance to the Flag
3. Public Comment
4. Special Public Comment
  - 4.A Acceptance of public comments for the County's proposed 2022 Annual Action Plan. The proposed list of awards was approved by County Council March 16, 2022 and advertised in the March 24, 2022 Philadelphia Inquirer - Delaware County edition.  
[2022 Action Plan - Proposed List of Awards.pdf](#)
5. Approval of Minutes
  - 5.A Approval of the Minutes of the Regular Meeting of April 6, 2022.  
[04.06.22 Minutes.pdf](#)
6. Ordinance(s)
  - 6.A Second Reading, Public Hearing and Consideration of Adoption of Ordinance 2022-3 regarding the acquisition of certain property in the County through eminent domain.  
[Trail Plan draft 11-10-21 with ROW estimates.pdf](#)  
[DCTPh2CountyParcelsTriangle.pdf](#)  
[Ordinance 2022-3 \(Triangle Parcel\).pdf](#)
  - 6.B First Reading of Ordinance 2022-4 amending the Administrative Code regarding Central Purchasing, the Capital Improvement Plan and public participation.  
[Ordinance 2022-4 \(Purchasing Code Updates and Other\).docx](#)
  - 6.C Reading, Public Hearing and Consideration of Adoption of Emergency Ordinance 2022-5 adding provisions for hospital closings and changes in ownership of long-term care facilities and hospitals to section 6-95 of the Administrative Code. Ordinance being considered on an emergency basis under Section 411(d) of the County Charter.  
[Ordinance 2022-5 \(Hospital Closures Emergency\).docx](#)

7. Announcement(s)

- 7.A Recognizing April as Autism Acceptance Month.
- 7.B A report from the Delaware County Green Space Task Force after its first year of work, noting their accomplishments and checking in with Council on future direction.  
[DelcoGreenSpaceTaskForce\\_FirstYearReport\\_2022-03-28.pdf](#)
- 7.C Presentation from the Friends of Glen Providence Park
- 7.D Introduction of Lauren Footman as the Diversity, Equity, and Inclusion Officer.

8. Advertisement(s)

- 8.A Approval to advertise for the completion of structural repairs at the Government Center Parking Garage. Subject to Solicitor's approval.
- 8.B Approval to advertise for professional design and engineering services to address the ADA deficiencies identified by the United States Department of Justice at the County Courthouse Complex. Subject to Solicitor's approval.
- 8.C Approval to advertise the Solicitation of services to modify and renovate the Executive Director's office to provide five offices and a conference room within the existing footprint. Subject to Solicitor's approval.

9. Agreements / Contracts / Amendments / Purchases

- 9.A Approval to apply for the renewal of the Local Law Enforcement Grant for the term of 5/1/2022 - 4/30/2023.  
[Local Law Enforcement Grant 2022.pdf](#)
- 9.B Approval to Renew Microsoft Contract in the amount of \$2,597,842.47 for a three year term. Subject to Solicitor's approval.  
[Delaware County EA Renewal 2-23-22.pdf](#)  
[Enterprise Enrollment \(Indirect\).docx](#)  
[Amendment-M97 \(new\).pdf](#)
- 9.C Approval of Grants by the Delaware County Interactive Gaming Revenue Authority in the aggregate amount of \$23,631.71 as shown on the attached list.  
[DCIGRA\\_Grants\\_4-20-2022.docx](#)
- 9.D Approval of an Amendment of Contract with Matthew's Specialty Vehicles in an increased amount of \$1,790.00 to custom build and fabricate for the Delaware County Health Department an RV Mobile Unit. The total amount of the Contract will now be \$293,935.00. Subject to Solicitor's approval.  
[Change order #1 Intercommunity Health of Delaware Co Mobile Clinic 02182022 \(002\).pdf](#)  
[DELAWARE\\_MOBILE\\_WELLNESS\\_CLINIC\\_33\\_WINNEBAGO\\_PROPOSAL\\_AN](#)

9.E Approval to Renew Memorandum of Understanding with the Commonwealth of Pennsylvania outlining the inspection responsibilities to be performed by the Weights and Measures Department of the County of Delaware. The current memorandum expires June 30, 2022. Subject to Solicitor's approval.  
[memorandum of understanding.pdf](#)

9.F Approval to Award Contract #86370 between the County of Delaware and Richard E. Pierson Construction Company Inc. for the reconstruction of Tribbett Avenue Bridge, County Bridge #237 (Folcroft Brough) at a fee not to exceed \$1,745,756.80. Subject to Solicitor's approval.

9.G Approval to Award Contract with Corbett Inc. for the purchase, delivery and installation of resident furniture for the 10th, 11th and 12th floor Fair Acres Building #8 for a fee of \$618,907.21. Subject to the Solicitor's Approval  
[88886 Government Center 4.12.22 \(002\).pdf](#)  
[96065-1 DRAWING.pdf](#)

9.H Approval to submit a Grant application to Delaware Valley Regional Planning Commission for a Transportation & Community Development Initiative (TCDI) Grant.  
[RESOLUTION TCDI.docx](#)

9.I Approval to submit application to Pennsylvania Commission on Crime and Delinquency for the Drug/Alcohol Treatment based RIP & IP grant in the amount of \$555,000.00 for FY2022-2023.  
[RIP Grant.pdf](#)

9.J Approval of Contract for UAW Workers Union, public defender's office.  
[Final UAW Collective Bargaining Agreement 3.16.2022.pdf](#)

9.K Approval of Contract with AppleOne Staffing - 3 year term.  
[AppleOneConditions of ServiceAppleOne County of Delaware \(JL comments\).docx](#)  
[Revised Appendix A - AppleOne.pdf](#)

9.L Approval of Contract with Monarch Staffing for a 5 year term.  
[Monarch Contract \(Council Approval\) .docx](#)

9.M Approval of Early Learning Resource Center Regulated Provider Agreement(s) for the attached list for Fiscal Year 21/22 for the increase provision of subsidized child care. Subject to Solicitor's approval.  
[Attachment\\_ELRC\\_List\\_2122.pdf](#)

9.N Approval to Amend Contract #DA 33/21 between the Department of Human Services, Drug and Alcohol and 79 Blue Ridge Drive, LLC dba Way of Life Recovery to add another recovery house to their agreement. Subject to Solicitor's approval.  
[79\\_BlueRidge\\_Drive\\_Summary.pdf](#)  
[79\\_BlueRidge\\_Drive\\_ProgramDescription.pdf](#)  
[79\\_BlueRidge\\_Drive\\_Documentation.pdf](#)

9.O Approval to accept funding from the Commonwealth of Pennsylvania, Department of Human Services for the Family Centers Program. Subject to Solicitor's approval.  
[Family\\_Centers\\_Grant\\_Summary.pdf](#)  
[FamilyCentersDocumentation.pdf](#)

9.P Approval to Amend the Department of Human Services, Drug and Alcohol Programs Grant Agreement #4100086629 to accept additional funding from the Pennsylvania Department of Drug and Alcohol Programs to support Single County Authority prevention, case management, recovery support, and treatment services. Subject to Solicitor's approval.  
[DA\\_Programs\\_Grant\\_Agreement\\_4100086629.pdf](#)  
[DDAP\\_GrantAgreement\\_4100086629\\_Letter.pdf](#)  
[DDAP\\_GrantAgreement\\_4100086629\\_Documentation.pdf](#)

9.Q Approval to Amend Contract ELRC #451/18 between the County of Delaware, Early Learning Resource Center and Heavenly Hall & Supreme Council Inc., to update their rates effective March 1, 2022. Subject to Solicitor's approval.  
[HeavenlyHall\\_Amd1\\_ELRC\\_451\\_18.pdf](#)

9.R Approval to transfer approximately three acres of County property in Chester, PA (County Tax Parcel number 49-07-00041-06) to ISWG, LP, in consideration for Buyer's assumption of environmental risks associated with property. Subject to Solicitor's approval.  
[3.23.22 Draft GWSI Agreement of Sale for County Parcel-c1.docx](#)

9.S Approval to Amend Professional Services Agreement with Affion Public by \$25,000 to add the search for a Planning Director.  
[Delaware County, PA - Director of Planning - proposal.pdf](#)

## 10. Miscellaneous

10.A Approval of Delaware County's acceptance as Participating Member into the PJM Cities and Communities Coalition and the adoption of the Coalition's guiding charter. Subject to Solicitor's approval.  
[pjmc当地charter-agreement-2021.pdf](#)  
[PJMCCC Membership Acceptance.docx](#)

10.B Approval to accept Alternative Fuel Incentive Grant (AFIG) in the amount of \$300,000.00 from the PA Department of Environmental Protection to purchase 69 Model Year 2022 Chevy Bolts. This grant supports Delaware County's Fleet Electrification Project for Vehicles. Subject to Solicitor's approval.

10.C Approval to accept Alternative Fuel Incentive Grant (AFIG) in the amount of \$300,000.00 from the PA DEP to purchase twenty-two electric vehicle charging units. This grant supports Delaware County's Fleet Electrification Project for Infrastructure. Subject to Solicitor's approval.  
[202112161269\\_Delaware County\\_Award Letter.pdf](#)

## 11. Tax Collection Refund(s)

- 11.A Approval of Central Tax Collection Department's request for refunds for the years 2020, 2021 and 2022 County Real Estate Taxes for twenty- seven (27) property owners due to overpayment for the amount of taxes due.
12. Request by the Controller's Office for payment of current bills
13. Communications from the Executive Director
14. Solicitor
15. Public Comment
16. Council Remarks
17. Adjourn



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Philip Welsh, OHCD

**ITEM TYPE:** Announcement(s)

**AGENDA SECTION:** Special Public Comment

**SUBJECT:** Acceptance of public comments for the County's proposed 2022 Annual Action Plan. The proposed list of awards was approved by County Council March 16, 2022 and advertised in the March 24, 2022 Philadelphia Inquirer - Delaware County edition.

**EXPENSE BUDGET LINE ITEM** CDBG - 8022 7190 630026, **ACCOUNT:** HOME - 8322 7200 630000, ESG - 7922 7150 630388, AHF - 01 240720

**ESTIMATED/ACTUAL COST OF** 6,804,287

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**

[2022 Action Plan - Proposed List of Awards.pdf](#)

## 2022 PROPOSED HOUSING AND COMMUNITY DEVELOPMENT ANNUAL ACTION PLAN

### PROPOSED LIST OF AWARDS

SUBRECIPIENT	ACTIVITY/DESCRIPTION	LOCATION	FUNDING
<b><u>CDBG Funds</u></b>			
<b>Public Facilities and Improvements</b>			
Clifton Heights Brough	Creation of Passive Park	130 S. Springfield Road	\$227,800
Collingdale Borough	Sanitary Sewer Rehabilitation	Lafayette Avenue, Hollywood Place to MacDade Boulevard	\$193,600
Darby Brough	Sanitary Sewer Rehabilitation	14 <sup>th</sup> Street, Main Street to Darby Creek	\$130,000
Darby Township	Park Improvements	Madison Avenue and Beech Avenue	\$57,875
Eddystone Borough	Community Center Improvements	1401 E. 9 <sup>th</sup> Street	\$89,700
Folcroft Borough	Park Improvements	Montgomery Park, Taylor Drive	\$165,230
Lower Chichester Township	Sidewalk Improvements	White Avenue, Baker Street to Simpson Street	\$91,500
Nether Providence Township	Street Resurfacing	Atlanta Court, Austin Court, Boston Court, Denver Court, Raleigh Court and Salem Court	\$100,000
Norwood Borough	Sidewalk Improvements	Chester Pike, Winona Avenue to Amosland Road	\$143,000
Ridley Park Borough	Playground Improvements	Hertzel Park, Hertzel Road	\$122,720
Ridley Township	Playground Improvements	Balignac Playground, Balignac Avenue and Essex Avenue	\$99,000
Sharon Hill Borough	Park Improvements	Weidermax Field, Elmwood Avenue	\$140,000
Trainer Borough	Streetscape Improvements	Chestnut Street, 12 <sup>th</sup> Street to Township Line Road	\$129,333

Upland Borough	Pedestrian Improvements	Main Street, 4 <sup>th</sup> Street to 6 <sup>th</sup> Street	\$140,000
Upper Chichester Township	Streetscape Improvements	Johnson Avenue, Chichester Avenue to Huddle Avenue	\$200,000
Upper Chichester Township	Replacement of Wayfinding Signage	Linwood Heights	\$58,000
Yeadon Borough	Street Improvements	Duff Avenue, Callahan Avenue to Stetser Avenue	\$181,450

### **Homeless and Public Services**

Chester Community Coalition	Hospital Linked Violence Intervention Program	703 Central Avenue, Chester	\$40,000
Cobbs Creek Housing Services, Inc.	Emergency shelter operations at the Life Center of Eastern Delaware County	6310 Market Street, Upper Darby	\$291,000
Domestic Abuse Project of Delaware County	Shelter operations for battered spouses and their children	Confidential	\$68,000
Making a Change Group	Connected Visions Program	Countywide	\$75,000
Student Run Emergency Housing Unit Program	Emergency shelter operations at Baking Bread	107 Long Lane, Upper Darby	\$54,000
Wesley House Community Corp.	Emergency shelter operations at the Wesley House Homeless Shelter	701 Madison Street, Chester	\$39,000

### **Housing Rehabilitation**

Habitat for Humanity of Montgomery and Delaware Counties	Rehabilitation of owner-occupied units, for low/moderate-income households	Urban County	\$100,000
Office of Housing and Community Development	Rehabilitation of owner-occupied units, for low/moderate-income households including service delivery.	Urban County	\$75,000

### **Planning/Fair Housing/Program Administration**

Delaware County Planning Department	Planning activities; including comprehensive, community development, functional and historic preservation planning	1055 E. Baltimore Pike, Media	\$165,000
Housing Equality Center of Pennsylvania	Fair housing education services	455 Maryland Drive, Fort Washington	\$40,000
Office of Housing and Community Development	Program administration	600 N. Jackson Street, Media	\$530,000

### **Contingencies**

To Be Determined	Contingency funding for project cost overruns	To Be Determined	\$250,000
<b>Total CDBG</b>			<b>\$3,956,208</b>

### **HOME Funds**

#### **Housing Development**

To Be Determined	Development of affordable housing	To Be Determined	\$845,418
To Be Determined	CHDO Reserve. Production of affordable rental and/or owner housing	To Be Determined	\$154,500

#### **Homeownership**

Media Fellowship House, Chester Community Improvement Project, and Affordable Housing Centers of Pennsylvania	Down payment, closing cost and counseling assistance to qualifying first time homebuyers	Countywide	\$330,000
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#### **Administration**

Office of Housing and Community Development	Program administration	600 N. Jackson Street, Media	\$100,000
<b>Total HOME</b>			<b>\$1,429,918</b>

### **ESG Funds**

Cobbs Creek Housing Services, Inc.	Emergency Shelter Operations at the Life Center of Eastern Delaware County	6310 Market Street, Upper Darby	\$178,205
To be Determined	Homeless Prevention and Rapid Re-Housing	Countywide	\$114,877
Office of Housing and Community Development	Program administration	600 N. Jackson Street, Media	\$23,763
<b>Total ESG</b>			<b>\$316,845</b>
<b>Total Federal Funds</b>			<b>\$5,702,971</b>

### **AHF Funds**

#### **Public Services**

Delaware County Human Services (FY 2021)	Homeless Continuum of Care Program match	Countywide	\$431,000
Legal Aid of Southeastern PA	Landlord tenant dispute operations	Countywide	\$100,000

#### **Homeownership First Program**

Affordable Housing Centers of Pennsylvania	Program Counseling	Countywide	\$40,000
Chester Community Improvement Project	Program counseling	Countywide	\$40,000
Media Fellowship House	Program counseling	Countywide	\$60,000

#### **Housing Development**

Community Action Agency of Delaware County	Affordable housing administration	Countywide	\$180,000
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#### **Housing Rehabilitation**

Haverford Township	Owner-occupied Housing Rehabilitation	Haverford Township	\$28,965
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Upper Darby Township	Owner-occupied Housing Rehabilitation	Upper Darby Township	\$29,351
<b>Program Administration</b>			
Delaware County OHCD	Program Administration	600 N. Jackson Street, Media	\$117,000
To Be Determined	Professional Legal & Inspection Services for Housing Development Projects	To Be Determined	\$75,000
		<b>Total AHF</b>	<b>\$1,101,316</b>
		<b>Total 2022 Funds</b>	<b>\$6,804,287</b>

**PRESENT:** Dr. Monica Taylor via Zoom, Chair; Elaine Paul Schaefer, Vice Chair; Kevin M. Madden, Council Member; Christine A. Reuther, Council Member; Richard Womack, Council Member; Howard Lazarus, Executive Director; William F. Martin, Solicitor; Anne M. Coogan, County Clerk and other department heads.

The Regular Meeting of Delaware County Council was held on April 6, 2022 at 6:00 pm in the County Council Meeting Room, Government Center Building, located at 201 West Front Street, Media, PA and was live streamed. Vice Chair Schaefer called the meeting to order, followed by the Pledge of Allegiance.

Vice Chair Schaefer stated Council has been in executive session today to discuss Litigation, Personnel and bargaining agreements.

**3) Public Comment**

**4) Approval of Minutes**

**4.A Approval of the Minutes of the Regular Meeting of March 16, 2022.**

Motion made by Christine A Reuther to approve the Minutes of the Regular Meeting of March 16, 2022. The motion was seconded by Richard Womack and carried unanimously.

**5) Announcement(s)**

5.A Presentation by the District Attorney, the Director of Human Services, and Bloom Consulting on the completion of the Strategic Plan for the delivery of mental health, behavioral health, and substance abuse services to school-aged children in Delaware County.

5.B Presentation of \$25,000.00 Grant from the Delaware County Interactive Gaming Authority to the Share Food Program (Delaware County Operations).

5.C Announcement: National Library Week is April 3- April 9.

5.D Update on the De-Privatization of the George W Hill Correctional Facility.

5.E Update on the Launch of the Health Department.

**6) Ordinance(s)**

6.A First Reading of Ordinance 2022-3 regarding the acquisition of certain property in the County through eminent domain.

Solicitor Martin read the First Reading of Ordinance 2022-3 regarding the acquisition of certain property in the County through eminent domain.

**7) Consent Agenda Items**

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

7.A Approval to advertise for the construction of a new playground at Rose Tree Park. Subject to Solicitor's approval.

7.B Approval to advertise for Electrical Equipment Cleaning Switchgear and testing at the Government Center Complex. Subject to Solicitor's approval.

7.C Approval to advertise for lawn service (cutting) for G.W. Hill Detention Facility, 500 Cheyney Road Thornton, PA 19373, for period of 2 years. Subject to Solicitor's approval.

7.D Approval to advertise Request for Proposals for professional design and engineering services for Phase 1 of the Media-Smedley Connector Trail.

7.E Approval to advertise Requests for Proposals for Telecom Audit.

7.F Approval of Purchase request to upgrade/replace CCTV recording equipment to Openeye using Costars Contract pricing. Total cost of equipment \$73,177.02.

7.G Approval of Maintenance Software Agreement with MTS Solutions for the term of January 1, 2022 through December 31, 2022 in the amount \$122,118.69. Subject to Solicitor's approval.

7.H Approval of Reimbursement Agreement 063820F between the County of Delaware and Pennsylvania Department of Transportation (PennDOT) for Delaware County Bridge #186 West 7th Street in Chester for additional construction costs due to unforeseen circumstances and project shutdown due to COVID pandemic. The value of the reimbursement is \$3,440,490.00. The total reimbursement will increase from \$6,575,000.00 to \$10,015,490.00. Subject to Solicitor's approval.

7.I Approval of a supplement between Delaware County and Remington Vernick for Delaware County Bridge #186 West 7th St in Chester for unforeseen circumstances, which led to a project shutdown (COVID), re-design and extension of time for completion of the project. The estimated cost for additional services is \$65,442.80, which will increase the total contract value from \$466,645.23 to \$532,088.03. Subject to Solicitor's approval.

7.J Approval of Agreement between Gillan & Hartmann Inc and the County of Delaware for Bidding and Construction Administration Services for the Sprinkler Piping and Fire Pump Modifications at the Courthouse Complex for a total fee of \$89,910.00 Subject to Solicitor's approval.

7.K Approval of Barcode Mail System with Pitney Bowes for George W. Hill Correctional Facility for 48 months in an amount not to exceed \$35,887.92 annually. Subject to Solicitor's approval.

7.L Approval of Service Agreement between Motorola Solutions and Delaware County 911 to provide software upgrades to the Vesta call handling equipment as part of the transition to the Statewide 911 interoperability plan for a cost not to exceed \$82,486.25. Subject to Solicitor's approval.

7.M Approval of Service Agreement between NearMap USA and Delaware County 911 to continue the development and maintenance of Delaware County's GIS data set to sustain NG911 call delivery from the Commonwealth as part of the transition to the Statewide 911 interoperability plan for a cost not to exceed 41,576.20. Subject to Solicitor's approval.

7.N Approval to purchase software and licensing agreements from the ESRI ArcGIS Enterprise Network to provide GIS software necessary to develop and maintain the Delaware County's GIS environment, with a goal of ensuring spatially accurate Site and Structure Address Points, street centerlines, emergency service zones and municipal boundaries as part of the transition to the Statewide 911 interoperability plan for a cost not to exceed \$27,759.00.

7.O Approval to Amend Agreement #HS-A 2/14 between the County of Delaware, Department of Human Services and General Healthcare Resources, Inc. to change the providers name from a Pennsylvania Corporation to a Delaware Limited Company. The name of the Limited Liability Company as set forth in their Certificate of Conversion is General Healthcare Resources, LLC. Subject to Solicitor's approval.

7.P Approval to Amend contract ELRC #70/18 between the County of Delaware, Early Learning Resource Center and KUEGH Corp, to add a site to their Early Learning Resource Center Agreement. Subject to Solicitor's approval.

7.Q Approval to Amend Contract ELRC #798/18 between the County of Delaware, Early Learning Resource Center and Anointed Hands Child Development Center, to add a site to their Early Learning Resource Center Agreement. Subject to Solicitor's approval.

7.R Approval to Amend Contract #MH 18/21 between the Department of Human Services, Mental Health and Voice and Vision, Inc. to increase their rate to cover additional staffing costs associated with services that they provide for the program. In order to complete the necessary activities covered in the contract, the provider has needed to hire additional staff. Subject to Solicitor's approval.

7.S Approval of a new contract between the Department of Human Services, Mental Health, and Child and Family Focus, Inc., 920 Madison Avenue, Audubon, PA 19403 for the provision of family peer and youth support services. Subject to Solicitor's approval.

7.T Approval to Purchase computer equipment from DELL for Children and Youth Services within the Department of Human Services, in the amount of \$57,389.75. Subject to Solicitor's approval.

7.U Approval of Early Learning Resource Center Regulated Provider Agreements for the attached list for Fiscal Year 21/22 for the increased provision of subsidized childcare. Subject to the Solicitor's approval.

7.V Approval to Amend Contract #MH 32/21 between the Department of Human Services, Mental Health and GEO Reentry, Inc to increase the amount of the contract in order to allow two individuals to receive outpatient competency restoration services. GEO and Mental Health would like to pilot this program through the end of the contract year to determine if there is additional need to develop a full outpatient competency restoration program. Subject to Solicitor's approval.

7.W Approval of a new Mental Health contract between the Department of Human Services, Mental Health and Salisbury Behavioral Health, LLC, 236 Brodhead Road, Suite 110, Bethlehem PA 18017. Subject to Solicitor's approval.

7.X Approval for Workforce Development to add Summit Swimming Pools, Inc. and Jade International, Inc. to the approved On-the-Job-Training Employer list. Employers may be eligible

for up to \$5,000 in reimbursements for hiring and training eligible job seekers. Subject to Solicitor's approval.

7.Y Approval for Workforce Development to add Pierce College to Delaware County's Eligible Training Provider List for Individual Training Accounts. Approved Training Providers may receive up to \$5,000 to train eligible job seekers in high priority occupations. Subject to Solicitor's approval.

7.Z Approval for Workforce Development to enter a contract with Educational Data Systems Inc (EDSI) to provide career awareness to middle and high school students for \$150,000.00. Subject to Solicitor's approval.

7.AA Approval of a budget modification between Workforce Development and Be Proud Foundation to increase grant amount \$62,751.19 for a total of \$212,279.19. The budget modification will cover the cost of a summer internship program. Subject to Solicitor's approval.

7.AB Approval of a Contract between Workforce Development and First Up for \$23,000.00 to lead a Child Care Days of Hiring event. Subject to Solicitor's approval.

7.AC Approval for Workforce Development to operate a second year of Back to Work Summer Camp Solution using up to \$91,363.86 in ARPA funds which was allocated in June 2021.

7.AD Approval of a Professional Services Agreement between the County of Delaware and Peter Mazari, M.D. for work performed at the Medical Examiner's Office for the period of April 6, 2022 to December 31, 2022, at a cost not to exceed \$50,000.00. Subject to Solicitor's approval.

7.AE Approval of Contract for NeoGov Eforms software program for a three (3) year term in the total amount of \$110,742.13. Subject to Solicitor's approval.

7.AF Approval to accept a \$450,000.00 funding award from the federal Transportation Alternatives Set-Aside Program for development of Phase 1 of the Media-Smedley Connector Trail.

7.AG Approval of a demolition grant allocation increase to Lower Chichester Township in an amount not to exceed \$35,292.00 for the demolition, clearance and stabilization of adjacent structures. The subject properties are located at 2 W. Ridge Road and 32 W. Ridge Road. Subject to Solicitor's approval.

7.AH Approval to Amend Contract with Fort Orange Press for an additional amount of \$7,000.00 for the total of \$168,000.00 for Printing/Mailing of Vote by Mail/Absentee ballots for the 2022 Primary and General elections. Subject to Solicitor's approval.

7.AI Approval to Amend Contract with Phoenix Graphics for an additional amount of \$11,770.00 for a total amount of \$114,428.60 for Printing of Election Day ballots for the 2022 Primary and General elections. Subject to Solicitor's approval.

7.AJ Approval of Amendment to increase the period of performance with Juno Search Partners from April 11, 2022 to December 31, 2022 for professional recruitment services at the George W Hill Correctional Facility in an amount not to exceed \$177,650.00 and a total contract amount not to exceed \$513,350.00.

7.AK Approval to submit a Justice Assistance Grant application to the Pennsylvania Commission on Crime and Delinquency seeking \$249,941 to fund a two-year Reentry Coordinator position, to create a Reentry website, and to fund approximately 100 applications of persons incarcerated at the county jail who need to obtain identification documents in order to access reentry services and opportunities. Authorization of the Executive Director to execute any required certifications or documentation. Subject to Solicitor's approval.

7.AL Approval to submit applications to the Congresswoman Scanlon and Senator Casey's offices for Community Project Funding in the 2023 federal budget.

The motion was seconded by Kevin M Madden and carried unanimously.

#### **8) Miscellaneous**

8.A Approval to hire the Diversity, Equity and Inclusion Officer at an annual salary of \$125,000.00.

Motion made by Christine A Reuther to hire the Diversity, Equity and Inclusion Officer at an annual salary of \$125,000.00. The motion was seconded by Richard Womack and carried unanimously.

8.B Approval of a \$35,000 transfer of funds from Grant Appropriations to the Council budget to provide for personnel costs.

Motion made by Christine A Reuther to approve of a \$35,000 transfer of funds from Grant Appropriations to the Council budget to provide for personnel costs. The motion was seconded by Kevin M Madden and carried by a 3-2 vote with nay votes being registered by Christine A Reuther and Richard Womack.

8.C Approval to hire the Council Liaison and Program Manager for Community Justice and Rehabilitation at an annual salary of \$135,000.00.

Motion made by Christine A Reuther to hire the Council Liaison and Program Manager for Community Justice and Rehabilitation at an annual salary of \$135,000.00. The motion was seconded by Kevin M Madden and carried with a nay vote being registered by Christine A Reuther.

#### **9) Appointments**

9.A Approval to appoint Elaine Paul Schaefer to the Economic Development Oversight Board to a term ending March 2023.

Motion made by Christine A Reuther to appoint Elaine Paul Schaefer to the Economic Development Oversight Board to a term ending March 2023. The motion was seconded by Richard Womack and carried unanimously.

9.B Approval to appoint Cheryl Grosso to the Planning Commission representing the 4th District to a term ending January 31, 2026.

Motion made by Christine A Reuther to appoint Cheryl Grosso to the Planning Commission representing the 4th District to a term ending January 31, 2026. The motion was seconded by Kevin M Madden and carried unanimously.

**9.C Approval to appoint Christine Reuther to the Community Action Agency of Delaware County for a term ending April 2023.**

Motion made by Christine A Reuther to appoint Christine Reuther to the Community Action Agency of Delaware County for a term ending April 2023. The motion was seconded by Richard Womack and carried unanimously.

**9.D Approval to appoint Shira Alberts and Karen Hines to the Community Action Agency of Delaware County to a term ending April 2025.**

Motion made by Christine A Reuther to appoint Shira Alberts and Karen Hines to the Community Action Agency of Delaware County to a term ending April 2025. The motion was seconded by Richard Womack and carried unanimously.

**10) Tax Collection Refund(s)**

**10.A Approval of Central Tax Collection Department's request for refunds for the years 2021 and 2022 County Real Estate Taxes for twenty-six (26) property owners due to overpayment for the amount of taxes due.**

Motion made by Christine A Reuther to approve of Central Tax Collection Department's request for refunds for the years 2021 and 2022 County Real Estate Taxes for twenty-six (26) property owners due to overpayment for the amount of taxes due. The motion was seconded by Kevin M Madden and carried unanimously.

**10.B Approval of Central Tax Collection Department's request for twenty-three (23) Court Ordered refunds for the year 2021 for properties in the Townships of Aston, Brookhaven, Concord, Haverford, Marple, Newtown, Ridley, Upper Chichester, and Upper Providence and the Boroughs of Lansdowne, Marcus Hook, Media and Prospect Park in the total amount of \$17,472.37.**

Motion made by Christine A Reuther to approve Central Tax Collection Department's request for twenty-three (23) Court Ordered refunds for the year 2021 for properties in the Townships of Aston, Brookhaven, Concord, Haverford, Marple, Newtown, Ridley, Upper Chichester, and Upper Providence and the Boroughs of Lansdowne, Marcus Hook, Media and Prospect Park in the total amount of \$17,472.37. The motion was seconded by Kevin M Madden and carried unanimously.

**11) Request by the Controller's Office for payment of current bills**

Motion made by Christine A Reuther to approve the request by the Controller's Office for payment of current bills. The motion was seconded by Kevin M Madden and carried unanimously.

**12) Communications from the Executive Director**

**13) Solicitor**

**14) Public Comment**

**15) Council Remarks**

**16) Adjourn**

Motion made by Kevin M Madden to Adjourn. The motion was seconded by Elaine Paul Schaefer and carried unanimously.

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ANNE M. COOGAN, County Clerk



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Jonathan Lichtenstein, Solicitor

**ITEM TYPE:** Ordinance

**AGENDA SECTION:** Ordinance(s)

**SUBJECT:** Second Reading, Public Hearing and Consideration of Adoption of Ordinance 2022-3 regarding the acquisition of certain property in the County through eminent domain.

**EXPENSE BUDGET LINE ITEM** N/A

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** N/A

**REQUEST:**

**FUNDING SOURCE:** N/A

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**

[Trail Plan draft 11-10-21 with ROW estimates.pdf](#)

[DCTPh2CountyParcelsTriangle.pdf](#)

[Ordinance 2022-3 \(Triangle Parcel\).pdf](#)



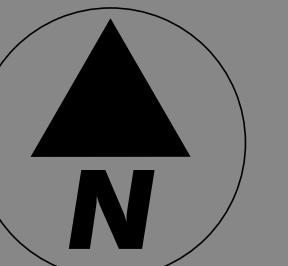
**LEGEND:**

- PROPOSED TRAIL
- EXISTING PARKING AREA
- EXISTING STORMWATER BASIN
- EXISTING WETLAND

## Darby Creek Trail Phase 2

Delaware County Pennsylvania

OCTOBER, 2021



SCALE IN FEET  
0 50 100

PREPARED BY:  
Michael Baker  
INTERNATIONAL  
500 OFFICE CENTER DRIVE, SUITE 210,  
FORT WASHINGTON, PA 19034-3234  
Phone: (215) 444-0888 - [MBAKERINTL.COM](http://MBAKERINTL.COM)

## Darby Creek Trail—Phase 2

### Property Ownership



**Triangle Parcel: No owner of record**

**COUNTY OF DELAWARE  
PENNSYLVANIA**

**ORDINANCE NO 2022-3**

**AN ORDINANCE OF THE COUNTY OF DELAWARE, COMMONWEALTH OF  
PENNSYLVANIA EXPRESSING AN INTENT TO TAKE PRIVATE PROPERTY  
LOCATED IN CLIFTON HEIGHTS BOROUGH FOR AN AUTHORIZED PURPOSE UNDER  
THE COUNTY CODE 16 P S 2401-A ET SEQ**

**WHEREAS**, pursuant to 16 P S § 2401-A of the County Code, the County of Delaware (the "County") is authorized to enter upon, appropriate, or destroy private land according to the proceedings set forth in 26 Pa C S § 101, et seq (the "Eminent Domain Code"), for any purpose conferred upon the County by law, and

**WHEREAS**, 16 P S § 2501(b.1)(2) states that the County Commissioners may, in accordance with the provisions of the County Code and the Eminent Domain Code, acquire private property for the purpose of establishing, making, enlarging, extending, operating and maintaining public parks and multiuse recreational trails within the limits of the county, and

**WHEREAS**, pursuant to the Home Rule Charter approved by the residents of Delaware County in May of 1975, the County Council ("County Council") of the County serves as the board of county commissioners, and

**WHEREAS**, the County Council desires to declare its intention pursuant to 16 P S §2403 A to acquire certain property for purposes of establishing a public park and/or multiuse recreational trail, and also to include such other uses as permitted by law, within Delaware County as more fully set forth herein.

**IT IS HEREBY ENACTED AND ORDAINED** by the County Council of Delaware County Pennsylvania as follows:

**Section 1** County Council hereby signifies its intention pursuant to 16 P S §2403 A to file a declaration of taking under the provisions of the County Code, 16 P 5 § 2401-A et seq , as amended, to acquire the property located in the County described as the "Triangle Parcel" on the attached Exhibit A for the purpose of establishing a public park and/or multiuse recreational trail, and also to include such other uses as permitted by law, within Delaware County. The parcel is listed on the County tax maps as part of the property identified as tax folio number 10-00-00162-01 which is owned by the County of Delaware. However, no deed has been located to document the acquisition and accordingly the County will take this property through eminent domain for purposes of clearing title to the property. A legal description for the property to be taken is attached hereto and incorporated herein as Exhibit B.

**Section 2** The Chair of County Council and the County Clerk are hereby authorized and directed to execute a Declaration of Taking in order to effectuate the taking identified herein.

**Section 3** The Solicitor is directed to cause the said Declaration of Taking to be filed with the Court of Common Pleas of Delaware County, Pennsylvania together with all exhibits as necessary to effectuate the taking of the property described in Exhibit B in accordance with 26 Pa C S §302.

**Section 4** All ordinances and resolutions and parts of ordinances and resolutions inconsistent herewith are hereby rescinded, cancelled and annulled.

**Section 5** This Ordinance shall take effect on the tenth day after its adoption.

**ENACTED AND ORDAINED** by County Council of the County of Delaware Pennsylvania this  
\_\_\_\_ day of \_\_\_\_\_ 2022.

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Dr. Monica Taylor, Chair

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Elaine Paul Schaefer, Vice Chair

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Kevin M. Madden

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Christine A. Reuther

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Richard R. Womack, Jr.

Attested

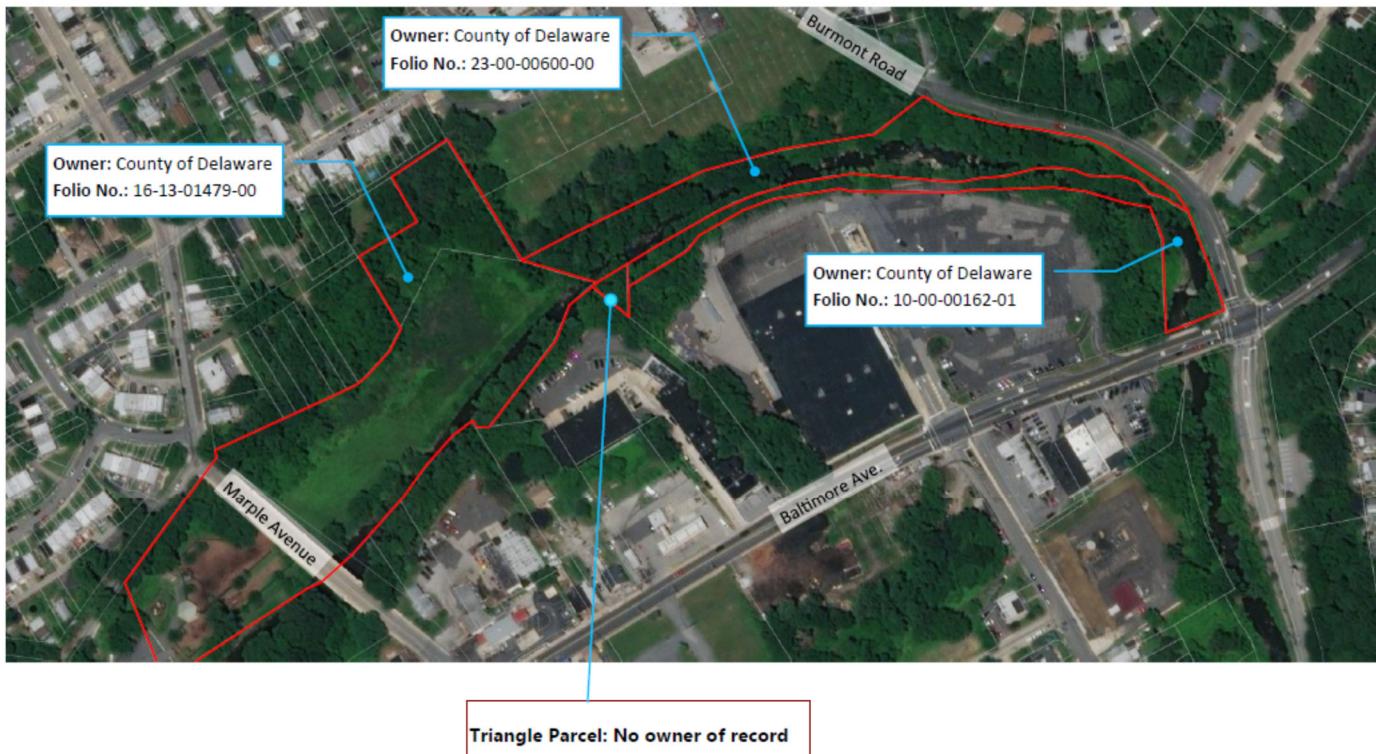
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Anne M Coogan, County Clerk

**Exhibit A**  
**Map Showing Parcel**

**Darby Creek Trail—Phase 2**

Property Ownership



## **Exhibit B**

### **Legal Description**

From the south western corner of the Gator Clifton Partners LTD property (Parcel ID 10000016200) at the right-of-way line of Baltimore Avenue, along the property line of Gator Clifton Partners LTD N 29°41'00" W a distance of 273.19 feet thence N 47°31'00" W a distance of 169.87 feet to the Point of Beginning, thence N 47°31'00" W a distance of 80.00 feet thence N 56°26'31" E a distance of 79.72 feet thence S 4°20'00" W a distance of 98.38 feet to the Point of Beginning.

Area: 0.071 Acres



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Jonathan Lichtenstein, Solicitor

**ITEM TYPE:** Ordinance

**AGENDA SECTION:** Ordinance(s)

**SUBJECT:** First Reading of Ordinance 2022-4 amending the Administrative Code regarding Central Purchasing, the Capital Improvement Plan and public participation.

**EXPENSE BUDGET LINE ITEM** N/A

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** N/A

**REQUEST:**

**FUNDING SOURCE:** N/A

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[Ordinance 2022-4 \(Purchasing Code Updates and Other\).docx](#)

## **COUNTY OF DELAWARE PENNSYLVANIA**

### **ORDINANCE No. 2022-4**

**AN ORDINANCE OF THE COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA AMENDING ARTICLE V OF THE ADMINISTRATIVE CODE REGARDING CENTRAL PURCHASING, SECTION 6-34 OF THE ADMINISTRATIVE CODE REGARDING THE CAPITAL IMPROVEMENT PLAN AND SECTION 6-57 OF THE ADMINISTRATIVE CODE REGARDING PUBLIC PARTICIPATION.**

WHEREAS, pursuant to Section 6-121 of the Administrative Code (the "Code") of the County of Delaware, Commonwealth of Pennsylvania (the "County"), the Code may be amended by ordinances of the County Council; and

WHEREAS, County Council desires to make certain changes to the Code regarding the purchase of goods and services by the County, the annual capital improvement plan and the provisions for public participation at County Council meetings;

**IT IS HEREBY ENACTED AND ORDAINED BY County Council of Delaware County, Commonwealth of Pennsylvania as follows:**

**SECTION 1.** The Code shall be amended to add a new Section 6-25.A(4) to read as set forth below.

(4) Notwithstanding the foregoing Subsections A(1) through (3), the County Executive Director, at the request of the Director of the Central Purchasing Department, may provide for the revocable delegation of any of the duties or responsibilities of the Central Purchasing Department or its Director under this Article V to a specified department or department head (except for those set forth in Section 6-32.C) as set forth in a written justification by the County Executive Director (filed with the County Clerk) finding that (a) the specified department has the expertise, and sufficient procedures, to perform such delegated duties and responsibilities and (b) the procurement of goods and services by the County will be improved thereby.

**SECTION 2.** The Code shall be amended to add a new Section 6-28.D(4) to read as set forth below.

(4) The foregoing Subsections D(1) through (3) shall not apply to any bid for a contract under which total payments do not exceed \$250,000.

**SECTION 3.** The Code shall be amended to add a new Section 6-28.F(2)(k) to read as set forth below.

(k) Such other factors as set forth in a written policy adopted by County Council and approved by the Solicitor.

**SECTION 4.** The Code shall be amended to replace the title of Section § 6-29.C and Section § 6-29.C(1) to read in their entirety as set forth below.

C. Professional or unique services; software.

(1) Applicability. Professional and other contractual services which are in their nature unique, such as the services of architects, planners, physicians, engineers, financial consultants and attorneys, and the purchase or licensing of software, shall be exempt from competitive bidding procedures as set forth in § 6-28 of this chapter.

SECTION 5. The Code shall be amended by replacing “\$500” in Section 6-34.B(2) with “\$5,000.”

SECTION 6. The Code shall be amended by replacing “five minutes” in Section 6-57.B with “three minutes.”

SECTION 7. This Ordinance shall take effect on the tenth day after its adoption.

ENACTED AND ORDAINED by County Council of the County of Delaware, Pennsylvania, this day of 2022.

COUNTY OF DELAWARE

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Dr. Monica Taylor, Chair

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Elaine Paul Schaefer, Vice Chair

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Kevin M. Madden

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Christine A. Reuther

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Richard R. Womack, Jr.

Attested:

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Anne M. Coogan  
County Clerk



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Jonathan Lichtenstein, Solicitor

**ITEM TYPE:** Ordinance

**AGENDA SECTION:** Ordinance(s)

**SUBJECT:** Reading, Public Hearing and Consideration of Adoption of Emergency Ordinance 2022-5 adding provisions for hospital closings and changes in ownership of long-term care facilities and hospitals to section 6-95 of the Administrative Code. Ordinance being considered on an emergency basis under Section 411(d) of the County Charter.

**EXPENSE BUDGET LINE ITEM** NA

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** NA

**REQUEST:**

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** The determination that an emergency exists in the County under which this Ordinance can be enacted pursuant to Section 411(d) of the County Charter is based on actions taken recently by Crozer Health to close various behavioral health services units in the County making any further closures of health services in the County an immediate threat to the health, safety and welfare of County residents. Must be approved unanimously under 411(d).

**ATTACHMENTS:**



**COUNTY OF DELAWARE PENNSYLVANIA  
EMERGENCY ORDINANCE NO. 2022-5**

AN EMERGENCY ORDINANCE OF THE COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA ADDING PROVISIONS FOR HOSPITAL CLOSINGS AND CHANGES IN OWNERSHIP OF LONG-TERM CARE FACILITIES AND HOSPITALS TO SECTION 6-95 OF THE ADMINISTRATIVE CODE.

WHEREAS, pursuant to Section 6-121 of the Administrative Code (the "Code") of the County of Delaware, Commonwealth of Pennsylvania (the "County"), the Code may be amended by ordinances of the County Council; and

WHEREAS, the County has created the Delaware County Health Department to help protect and improve the health and welfare of the residents of the County; and

WHEREAS, provision of medical services to the residents of the County is of vital importance to their health and welfare; and

WHEREAS, the County Council desires to ensure the continued provision of medical services to the residents of the County by setting forth certain requirements for the closing of a hospital or specified units or departments of a hospital as well as changes in ownership of long-term care facilities and hospitals in the County; and

WHEREAS, pursuant to Section 411(d) of the County Charter, in case of an emergency (including any threat to health, safety and welfare of County residents) an ordinance may be introduced, read once, and put on its final passage at a single Council meeting by unanimous consent of all the Council members present; and

WHEREAS, in light of actions taken recently by Crozer Health to close various behavioral health services units in the County (including mental health and drug and alcohol treatment), any further closures of health services in the County by Crozer Health or other hospitals serving the residents of the County may pose an immediate threat to the health, safety and welfare of County residents; and

WHEREAS, in the judgment of Council, such immediate threat to the health, safety and welfare of County residents is sufficient to justify a determination that an emergency exists in the County under which this Ordinance can be enacted pursuant to Section 411(d) of the County Charter;

IT IS HEREBY UNANIMOUSLY ENACTED AND ORDAINED BY County Council of Delaware County, Commonwealth of Pennsylvania as follows:

SECTION 1. The Code shall be amended to add Section 6-95.H and Section 6-95.I to read as set forth in Exhibit A attached hereto.

SECTION 2. This Ordinance shall take effect upon its adoption.

ENACTED AND ORDAINED by County Council of the County of Delaware, Pennsylvania,  
this                    day of                    2022.

COUNTY OF DELAWARE

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Dr. Monica Taylor, Chair

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Elaine Paul Schaefer, Vice Chair

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Kevin M. Madden

---

Christine A. Reuther

---

Richard R. Womack, Jr.

Attested:

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Anne M. Coogan  
County Clerk

## **Exhibit A**

### **H. Hospital Closings.**

(1) A hospital, as defined in Subsection I, that determines to close all or most of its units or departments ("a general hospital closing"), or that determines to close an emergency treatment unit or department, a labor and delivery unit or department, a behavioral health unit or department (including mental health and drug and alcohol treatment) or another specified unit or department (a "significant impact unit closing"), shall give written notice of an intent to close to the Department of Health upon making such a determination, but in no event less than 180 days from the anticipated date of closure. "Specified Unit or Department" means any unit or department that the Department of Health determines might significantly impact the health and welfare of all or a portion of the County's residents so that advanced notice and planning is warranted. The Department of Health shall give notice of its determination of a specified unit or department to all hospitals operating such a unit or department within 30 days of such determination.

(2) A hospital shall not close any units or departments as part of a general hospital closing or engage in a significant impact unit closing except pursuant to a written Closure Plan approved by the Health Director. Approval shall be based on a determination that continuity of patient care and the health and safety needs of the affected residents have been adequately addressed with respect to the approved portion of the Closure Plan. Such approval may be conditioned on agreement by the hospital to relevant conditions necessary to comply with that standard.

(3) An initial Closure Plan shall be provided to the Department of Health no later than 120 days from the anticipated date of closure. Updates on the progress of implementation of the Plan, and any changes to any portion of the Plan, whether approved or not, shall be provided every two weeks after provision of the initial Plan until closing is complete.

(4) The Health Director may require attendance at meetings and involvement in discussions by hospital executive staff and administration, as well as access to relevant information and documents, in order to evaluate the proposed Closure Plan and compliance with an approved Closure Plan.

(5) A Closure Plan shall address the following with respect to the hospital for a general hospital closing or with respect to the affected units or departments for a significant impact unit closing:

(a) The reasons for closure.

(b) Plans for the closure of the affected departments and units of the hospital, including with respect to continuity of patient care in each department and unit and the transfer of patients to other facilities.

(c) Plans with respect to specialized programs or groups of patients particularly vulnerable to interruptions in medical care, such as cancer chemotherapy, prenatal care or behavioral health.

(d) Plans for the closure of the Emergency Department, including diversion to other hospital Emergency Departments and the interface with Emergency Medical Services.

(e) Written agreements with other health care providers to accept responsibility for continuing the care of patients receiving ongoing care at the hospital.

- (f) Plans for how all medical records (including paper and electronic records) will be maintained throughout and after the closure and how those medical records will be made available to former patients and the physicians who provide care for such patients.
- (g) Plans for the maintenance, transfer and disposal of pharmaceuticals, chemicals, hazardous substances and other similar materials located at the facility.
- (h) The anticipated timeline for closing the hospital's various units and departments.
- (i) A communications and engagement plan with respect to the affected community, which shall include a public meeting held in the affected community.
- (j) Changes in the hospital's governing body, administration and medical staff leadership as the closure is implemented.
- (k) A plan by the hospital regarding the hospital's efforts to assist affected workers and students with finding suitable employment and educational opportunities and plans with respect to continuation of insurance and to address effects bargaining for represented employees.
- (l) Plans with respect to maintaining ongoing hospital security.
- (m) Plans for supervising compliance with, and updates of, the Plan.

(6) If the Health Director determines that a hospital, including its officers, directors or affiliates, has violated or is violating the provisions of this Section, the County Solicitor may institute an action in a court of competent jurisdiction to compel compliance with this Section and otherwise enforce the County's police and regulatory powers to protect public health and safety.

(7) If a court finds that a hospital has failed to comply with this Section, the court may, without limitation: (a) enjoin the hospital, including its officers, directors, or affiliates, from carrying out any and all actions in furtherance of the closing until the hospital has given proper notice or has otherwise complied with the requirements of this Section; or (b) appoint a special master or temporary manager to ensure that the hospital prepares an adequate Closure Plan and complies with the Closure Plan.

(8) Nothing in this Section shall be construed as creating obligations for the County or its officials to relieve, discharge, perform, indemnify, or assume liability for any obligation or responsibility whatsoever belonging to the hospital or its officers, directors, and affiliates.

(9) If any clause, sentence, paragraph or part of this Section, or the application thereof to any person or circumstance, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Section nor the application of such clause, sentence, paragraph or part to other persons or circumstances but shall be confined in its operation to the clause, sentence, paragraph or part thereof and to the persons or circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the legislative intent that this Section would have been adopted had such provisions not been included or such persons or circumstances been expressly excluded from their coverage.

## **I. Changes in Ownership of Long-Term Care Facilities and Hospitals.**

### **(1) Definitions.**

(a) *"Hospital"* means an institution located in or providing services to residents of the County having an organized medical staff established for the purpose of providing to inpatients, by or under the supervision of physicians, diagnostic and therapeutic services for the care of persons who are injured, disabled, pregnant, diseased, sick or mentally ill or rehabilitation services for the rehabilitation of persons who are injured, disabled, pregnant, diseased, sick or mentally ill. The term includes facilities for the diagnosis and treatment of disorders within the scope of specific medical specialties.

(b) *"Long-term care facility"* means a group living facility that provides long-term medical or personal care to residents of the County who are unable to manage independently in the community, including, but not limited to, assisted living facilities, nursing homes, skilled and unskilled nursing facilities, rehabilitation facilities, and similar group living facilities dedicated to the care of older adults or other medically vulnerable populations other than a long-term care facility owned and/or operated by the County.

(c) *"Ownership interest"* means ownership involving five percent (5%) or more of the stock, equity or other ownership, including indirect ownership, stake in a facility or the operator of a facility.

(2) The owner and proposed purchaser of a long-term care facility or hospital shall, jointly or separately, give written notice to the Department of Health and shall each post and keep posted, in conspicuous and accessible places on their premises in such locations where notices to employees are customarily posted, notice of an intent to: (a) purchase, sell or otherwise transfer an ownership interest in the facility or hospital; or (b) transfer or obtain a required governmental license to operate such facility or hospital upon making a determination to enter into such a transaction, but in no event less than 45 days prior to the anticipated purchase, sale or transfer of ownership or transfer or application for licensure.

(3) The notice of intent must provide the following:

(a) The name and address of the facility or hospital.

(b) The name, address and a description of the corporate organizational structure of the legal entity seeking to obtain an ownership interest and/or license with respect to the facility or hospital.

(c) The name of all persons or entities with an ownership interest in the entity seeking to obtain an ownership interest and/or license with respect to the facility or hospital; the percentage of each such ownership interest; the names and addresses of any members of the boards or ex-officio corporate officers; any not-for-profit organizations with such an ownership interest. Excluded from this requirement are those persons or entities whose ownership interest is of shares in a publicly traded corporation.

(d) The names and addresses of long-term care facilities and hospitals currently or previously owned or managed by the entity seeking to obtain an ownership interest and/or license with respect to the facility or hospital, or by any of the persons or entities holding a direct or indirect controlling interest in the entity seeking to obtain such an interest or license, and the name of the jurisdictions in which those facilities or hospitals are operated and licensed.

(4) No later than 35 days prior to the effective date of sale of an ownership interest in a long-term care facility or hospital, the owner or operator of the facility or hospital shall submit to the County Clerk and post documentary evidence reflecting sale or transfer of ownership on its public and internal

websites, if such exist, in locations where employment related notices can be readily accessed by employees. Every seven days after the initial submission, the owner or operator shall submit updates to such documents and any changes made to such documents. The documentary evidence shall include:

- (a) A copy of any licensing application or license transfer request related to operation of the facility or hospital submitted to the Pennsylvania Department of Health or other Commonwealth of Pennsylvania agency and all supporting documentation.
- (b) The names and addresses of all individuals and entities with a current or indirect ownership stake and the new ownership stake in the real property of the facility or hospital.
- (c) The names and addresses of the holders, or prospective holders, of any leases related to the facility or hospital.

(5) No more than five business days after receipt of any notice of intent submitted pursuant to subsection (2), the Department of Health shall post on its website the name of the facility or hospital, the incumbent owners of the facility or hospital, and the proposed purchasers identified in the notice of intent.

(6) In addition to submission of the information required under subsection (2) and (4), the entity acquiring an ownership interest shall submit to the Department of Health and post, on its public and internal websites, if such exist, in locations where employment-related notices can be readily accessed by employees, information demonstrating the acquiring entity's history of successful financial management including: (a) audited financial statements for the past three fiscal years for each corporate entity with a direct or indirect ownership interest in the acquiring entity; (b) copies of all financing agreements entered into by the acquiring entity related to financing the purchase of the ownership interest in the facility or hospital; and (c) documents demonstrating the acquiring entity's source of funding sufficient to operate the facility or hospital for a minimum of 90 days subsequent to the effective date of the transfer of ownership

(7) Upon the completion of the sale, the acquiring entity shall submit to the Department of Health and immediately post notice of the transaction and the effective date of the transfer of ownership on its public and internal websites, if such exist, in locations where employment-related notices can be readily accessed by employees.

(8) If any clause, sentence, paragraph or part of this Section, or the application thereof to any person or circumstance, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Section nor the application of such clause, sentence, paragraph or part to other persons or circumstances but shall be confined in its operation to the clause, sentence, paragraph or part thereof and to the persons or circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the legislative intent that this Section would have been adopted had such provisions not been included or such persons or circumstances been expressly excluded from their coverage.



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Adrienne Marofsky, Public Relations

**ITEM TYPE:** Resolution

**AGENDA SECTION:** Announcement(s)

**SUBJECT:** Recognizing April as Autism Acceptance Month.

**EXPENSE BUDGET LINE ITEM** 0

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** 0

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Steven Beckley, Planning

**ITEM TYPE:** Announcement(s)

**AGENDA SECTION:** Announcement(s)

**SUBJECT:** A report from the Delaware County Green Space Task Force after its first year of work, noting their accomplishments and checking in with Council on future direction.

**EXPENSE BUDGET LINE ITEM** none

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** none

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

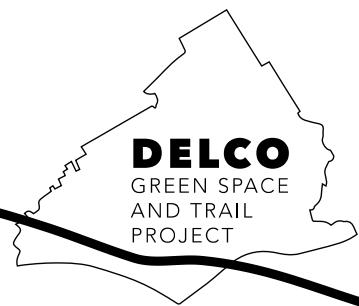
**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[DelcoGreenSpaceTaskForce\\_FirstYearReport\\_2022-03-28.pdf](#)



## Delco Green Space Task Force Year One Highlights March 2022

### Members:

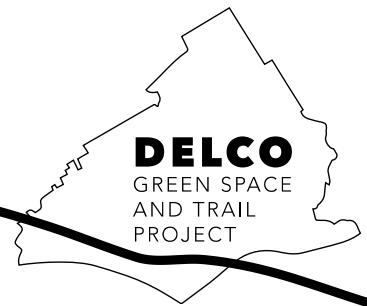
Ann Hutchinson, Chair  
Andrew Bunting  
Mario Cimino  
John Crossan  
Dominic DiLuzio  
Alison Dobbins

Douglas Interrante  
Jaime Jilozian  
Robert Jordan  
William Lighter  
Afsana Oreen  
Peter Rykard  
Peter Williamson

The Delaware County Green Space Task Force (GSTF) closes our first year with a report to County Council, noting our accomplishments and checking in with you on future direction.

### A few highlights from our first year:

- From March through November, the GSTF benefitted from guidance by Toole Recreation Planning, developing a mission and vision for the Task Force.
- The GSTF reviewed the Green Ways Grant Round 1 guidelines and advised on those for Round 2. Our concerns included the ability of the Townships and Borough staff to see projects through to implementation; the quality of the projects, especially ensuring that the projects weren't improvements the municipality would do anyway; and a concern for diversity, equity inclusion and justice, noting that some under-resourced communities could not provide matching funds necessary to see projects to completion.
- Members helped get the word out to the municipalities, encouraging them to apply. One member even produced a video posted on the county website. The result: a very high response rate! The County received 74 grant applications totaling \$13 million, which included representation by 46 of the 49 municipalities in Delaware County and 5 nonprofits. Awards were made to **43 projects, which include one non-profit and 38 municipalities, totaling \$7,372,521.**
- Several members are participating on the Return on Environment study committee, looking at the economic value of natural resources. Yes, Delaware County can be twice green, both in ecology and economy.



- The Parks and Recreation Board invites the GSTF to bi-monthly tours of County Parks to better understand the challenges and great resources the county already owns.
- Andrew Bunting arranged for a January 19<sup>th</sup> presentation by PHS on their Land Care program, showing how vacant lots can be repurposed as neighborhood amenities.
- Celebrating the first year of the Rose Tree Park winter festival, Doug Interrante took extensive footage and edited it, a great resource to the county for future branding and marketing materials.

#### **Looking Ahead:**

- All members have shown incredible commitment by participating in one of two break out groups.
- The “external” group developed a strategy to meet one on one with municipal officials throughout the county and make sure they know about the Green Ways grant program, how to leverage county funds with state and other funding sources and the benefits of multi municipal collaboration in planning and sharing of recreation facilities. They will also be asking a series of questions, creating a “baseline” of municipal open space interest and efforts so we better understand attitudes, goals and capacity to conserve greenways, open space and trails throughout the county.
- Several members also serve on an “internal” committee developing a larger vision and mission. This “work in progress” asks us all to consider “In 30 years, what does Delaware County look like, in terms of greenways, trails and other open space?” and “What would we like our legacy to be?” **We invite County Council to offer their ideas!**

Thank you, thank you to county planning staff Tom Shaffer, Steven Beckley and Anne Stauffer; Parks and Recreation staff Marc Manfre and Conservation District Representative Karen Wilwol. Jean Lynch from DCNR has been an invaluable resource.

Special thanks to County Council liaison Elaine Schaefer whose enthusiasm is contagious and keeps us going, even at the end of a long work day!

2



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Howard Lazarus, County Council

**ITEM TYPE:** Announcement(s)

**AGENDA SECTION:** Announcement(s)

**SUBJECT:** Presentation from the Friends of Glen Providence Park

**EXPENSE BUDGET LINE ITEM** N/A

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** \$0

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Howard Lazarus, Executive Director

**ITEM TYPE:** Announcement(s)

**AGENDA SECTION:** Announcement(s)

**SUBJECT:** Introduction of Lauren Footman as the Diversity, Equity, and Inclusion Officer.

**EXPENSE BUDGET LINE ITEM** N/A

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** \$0

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Denise Long, Public Works

**ITEM TYPE:** Advertisement

**AGENDA SECTION:** Advertisement(s)

**SUBJECT:** Approval to advertise for the completion of structural repairs at the Government Center Parking Garage. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** 01-0428-623000

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** 200.00

**REQUEST:**

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Denise Long, Public Works

**ITEM TYPE:** Advertisement

**AGENDA SECTION:** Advertisement(s)

**SUBJECT:** Approval to advertise for professional design and engineering services to address the ADA deficiencies identified by the United States Department of Justice at the County Courthouse Complex. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** 01-0428-623000

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** 200.00

**REQUEST:**

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Capital projects Budget 2022 FP-2022-17-ADA

**ATTACHMENTS:**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Denise Long, Public Works

**ITEM TYPE:** Advertisement

**AGENDA SECTION:** Advertisement(s)

**SUBJECT:** Approval to advertise the Solicitation of services to modify and renovate the Executive Director's office to provide five offices and a conference room within the existing footprint. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** 01-0428-623000

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** 200.00

**REQUEST:**

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Anne DeMutis,CID

**ITEM TYPE:** Grant

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to apply for the renewal of the Local Law Enforcement Grant for the term of 5/1/2022 - 4/30/2023.

**EXPENSE BUDGET LINE ITEM** \$250,000.00

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** \$250,000.00

**REQUEST:**

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:** Approval to Submit Grant

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**

[Local Law Enforcement Grant 2022.pdf](#)

[Print Form](#)



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA GAMING CONTROL BOARD

## Application for Local Law Enforcement Grant Program

(Please refer to Program Guidelines for eligibility criteria and other relevant information.)

### APPLICANT INFORMATION

Applicant Name Delaware County District Attorney's Office

Co-Applicant (if applicable) \_\_\_\_\_

Mailing Address 201 W. Front Street

City Media State PA Zip 19063

Person to be contacted on matters involving this application:

Name Anne DeMutis Title Office Manager

Phone 610-891-4705 Email demutisa@co.delaware.pa.us

### EMPLOYER IDENTIFICATION NUMBER (EIN)

2	3	-	6	0	0	3	0	4	6
---	---	---	---	---	---	---	---	---	---

### AREAS SERVED BY THE LOCAL LAW ENFORCEMENT AGENCY

County Delaware Population Served by this Project 566,747

Municipalities Served See Attached List

PA House District # 159-166, 168, 185 & 191 PA Senate District # 8, 9, 17 & 26

If this application involves two or more law enforcement agencies, attach a separate sheet of paper listing each agency, population served, municipalities served and their respective legislative jurisdictions.

### PROXIMITY TO NEAREST LICENCED GAMING FACILITIES

Facility	Approximate Miles from Facility
<u>Harrah's Philadelphia Casino Racetrack,</u>	<u>6</u>
<u>Chester, Delaware County</u>	

#### Licensed Gaming Facilities

Mohegan Sun at Pocono Downs, Luzerne County	Mount Airy Casino & Resort, Monroe County
Parx Casino, Bucks County	Sands Bethworks, Northampton County
Harrah's Chester, Delaware County	The Rivers Casino, Allegheny County
Presque Isle Downs & Casino, Erie County	SugarHouse, Philadelphia
The Meadows Racetrack & Casino, Washington County	Valley Forge Casino, Montgomery County
Hollywood Casino at Penn National, Dauphin County	Nemacolin Resort, Fayette County

Applicant Name: Delaware County District Attorneys Office

Date: 3/15/2022

# Delaware County

PENNSYLVANIA




HOME    COMMUNITIES    COUNTY RESOURCES    BUSINESS DIRECTORY    WHATS HAPPENING    ORGANIZATIONS/CLUBS  
[Store](#)    [Real Estate](#)    [News](#)    [Newsletter](#)    [Traffic](#)    [Weather](#)    [Employment](#)    [Photo Gallery](#)    [Advertise With Us](#)    [Contact Us](#)

## Delaware County Municipalities

Under Pennsylvania law, there are four types of incorporated municipalities: cities, boroughs, townships, and towns.



### Local Municipalities

- Aldan Borough
- Aston Township
- Bethel Township
- Brookhaven Borough
- Chadds Ford Township
- Chester City
- Chester Heights Borough
- Chester Township
- Clifton Heights Borough
- Collingdale Borough
- Colwyn Borough
- Concord Township
- Darby Borough
- Darby Township
- East Lansdowne Borough
- Eddystone Borough
- Edgmont Township
- Folcroft Borough
- Glenolden Borough
- Haverford Township
- Lansdowne Borough
- Lower Chichester
- Marcus Hook Borough
- Marple Township
- Media Borough
- Middletown Township
- Millbourne Borough
- Morton Borough
- Nether Providence
- Newtown Township
- Norwood Borough
- Parkside Borough
- Prospect Park Borough
- Radnor Township
- Ridley Park Borough
- Ridley Township
- Rose Valley Borough
- Rutledge Borough
- Sharon Hill Borough
- Springfield Township
- Swarthmore Borough
- Thornbury Township
- Tincicum Township
- Trainer Borough
- Upland Borough
- Upper Chichester Twp.
- Upper Darby Township
- Upper Providence Twp.
- Yeadon Borough

### Local Communities

Communities existing within one or across multiple existing incorporated areas:

- Ardmore
- Boothwyn
- Bortondale
- Broomall
- Cheyney
- Concord
- Crum Lynne
- Drexel Hill
- Elwyn
- Folsom
- Garden City
- Garnet Valley
- Garrett Hill
- Glen Mills
- Gradyville
- Haverford
- Havertown
- Holmes
- Lenni
- Lima
- Linwood
- Moylan
- Radnor
- Riddlewood
- Rosemont
- Rose Tree
- Secane
- St. Davids
- Strafford
- Villanova
- Wallingford
- Wawa
- Wayne
- Woodlyn

Find a home or  
an apartment in  
Delaware  
County



SAVE A BUNDLE  
with  
**Triple Play**

INTERNET + CABLE + PHONE



**MONSTER**

[SHARE](#) [EMAIL](#)

**PROJECT NARRATIVE**

Briefly describe the project for which grant funding is requested including specific information regarding where the program activities will be conducted; whether you would like to be approved for a 1 or 2 year grant; and, if applicable, how a 2 year grant will benefit the agency's project. The description must clearly indicate that the requested funds will only be used to offset expenses related to investigating violations and enforcing laws regarding unlawful gambling in the Commonwealth, including any anticipated capital equipment purchases (See Guidelines for conditions). Include a list of the project objectives and explain the process by which the project will accomplish the stated objectives. Include specific measurable outcomes to be achieved by the project. Attach additional pages if necessary.

**See Attached Narrative**

Applicant Name: Delaware County District Attorneys Office

Date: 3/15/2022

On January 6, 2020, Jack Stollsteimer, Esquire was sworn in as District Attorney for the County of Delaware. Under Mr. Stollsteimer's leadership, the District Attorney's Office will continue to work closely with municipal governments in Delaware County to address crime and its impact on neighborhood revitalization. Delaware county currently has one casino/racetrack and is adjacent to Philadelphia County. Philadelphia currently has one site operational and a second license has been granted, which is due to open in 2020.

Within Delaware County's borders lies the City of Chester, the county's only incorporated city. Situated on the Delaware River lying between Philadelphia and Wilmington, Delaware. Chester is home to 33, 972 citizens and in its economic heyday the site of world class shipbuilding and other prominent manufacturing industries. As these manufacturing jobs started disappearing in the middle of the 20<sup>th</sup> Century, Chester, like other American cities, began to witness elevated crime and poverty rates. Today, Chester suffers high homicide and crime rates disproportionate to its current population.

The City of Chester in recent years has undertaken a project to restore the waterfront area of Chester. The venture has often been referred to as the Chester Waterfront Racetrack and Casino Project. This project arose with the hope of restoring the City of Chester to its former status as an entertainment/retail destination in the greater Delaware Valley. Harrah's Philadelphia, a casino and racetrack is being operated within the boundaries of the City of Chester, Delaware County. Originally branded as "Harrah's Chester", Harrah's Philadelphia changed its name in May of 2012 to capitalize on Philadelphia's name recognition and status as one of America's top tourist destinations in the country.

Harrah's Philadelphia was built on the former site of the Sun Shipbuilding & Dry Dock Company located in Chester, Pennsylvania. The racetrack opened for operation in September of 2006 and the casino began operation in January of 2007. The project has brought approximately one thousand jobs and hundreds of thousands of visitors to the City of Chester annually. In July 2010, table games were introduced further expanding Harrah's revenue. In July 2019 online gambling and sports betting became legal in Pennsylvania, once again further expanding Harrah's revenue potential.

As expected, with the benefits that have come from Harrah's presence in Chester, likewise, criminal activity has also presented itself in such various forms ranging from theft to disorderly persons. At this time the Pennsylvania State Police are assigned to the casino for such criminal activity that may occur on the Casino floor.

Unfortunately, the Delaware County District Attorney's Office does not have the resources to investigate and prosecute illegal gaming activity and associated crime without continued help from the Pennsylvania Gaming control Board's the Local Law Enforcement Grant Program. With a population of more than a half-million people and an average criminal case filing of over 8,000 cases per year, our Assistant District Attorneys and county Detectives must carry heavy caseloads and perform many various secondary functions. To protect our community and respond to this potential for increased crime associated with the operation of Harrah's Philadelphia, the District Attorney's Office needs additional funding for enhanced law enforcement activities. Our prosecutors and detectives must be trained in all aspects of illegal gambling and dealing with an influx of gamblers who may eventually enter the criminal justice system as a result of illegal gambling arrests. This proposal will set forth our plan to attack these issues in a coordinated, collaborative and systematic manner.

We propose the creation of the 2022 Gaming Control Task Force to be staffed by one (1) Assistant District Attorney and one (1) Detective. The Gaming Control Task Force would be part of the District Attorney's Office and would be responsible for developing, implementing and administering training and enforcement programs for the unlawful operation of electronic gambling devices, as well as other crimes associated with illegal gambling. With the onset of online gambling and sports betting in Pennsylvania, illegal gambling activities will become more prevalent in our communities. This Task Force will work to establish and implement training programs for local law enforcement and court personnel with the mission of preventing and controlling illegal gambling devices and other forms of illegal gambling. The Task Force would also work closely with local law enforcement to effectively address the illegal gambling within the local municipalities. Additionally, the Task Force will work with members of the local law enforcement agencies. This collaboration will allow for input from all levels of law enforcement.

Currently, detectives with the Delaware County District Attorney's Office, Criminal Investigation Division train with members of the Pennsylvania State Police Compliance, Auditing and Gambling Enforcement "CAGE" unit and Liquor Enforcement on new trends and machines used for illegal gambling purposes. We have in the past assisted the Pennsylvania State Police, Liquor Enforcement with open inspections of licensed establishments that promote illegal gambling. Gambling within these establishments is a cash only operation. All cash generated by illegal gambling is split between the establishment owner and the vendor who placed the gambling machine in the establishment. These winnings are never reported for tax purposes. In many cases as our investigations have determined, establishments keep a separate bank of money only for gambling winnings on the machines.

The requested funds would be used to fund the salary of one Assistant District Attorney and one detective who would be appointed to this unit and would be a member of the Task Force. The Assistant District Attorney will handle the

prosecutions arising out of the Harrah's Philadelphia casino/racetrack and any gambling arrests made during the grant period. The detective assigned will possess specialized skills to assist in the detection and prosecution of unique crimes associated with illegal gambling. The detective would be required to have specialized knowledge and training in the field of accounting/economics and have specialized skills and training in undercover and surveillance work. the Detective will also be the liaison between our Office and the Pennsylvania State Police, Bureau of Liquor Control Enforcement. The Criminal Investigation Division will also have other Detectives available to assist with investigations concerning illegal gambling as well as the caseloads while working their other assigned cases.

Since its creation, the Delaware County Gaming Control Task Force has made great strides in deterring and countering illegal gambling operations in Delaware County. The Task Force's Assistant District Attorneys continue the practice of vertical prosecution of All gaming/gambling cases assigned to them. This vertical prosecution assures that the Assistant District Attorney assigned the case controls the prosecution from the time the criminal complaint is filed, until the ultimate resolution of the case in the Court of Common Pleas, either by plea or trial. This vertical prosecution has resulted in increased productivity and effectiveness. This method allows the assigned prosecutor to be aware of the strengths and weaknesses of any case from its inception.

Developments that have occurred during past grants include the establishment, through the assistance of President Judge Joseph P. Cronin, Jr., of the Delaware County Court of Common Pleas, of a gambling/gaming Magisterial District Court. This gaming/gambling court resulted in one Magisterial District Judge's court being designated as the sole District Court where illegal gaming/gambling complaints were to be filed. This permitted the Task Force to coordinate the presence of witness and officers needed for preliminary hearings in one central location, regardless of where the illegal gaming/gambling case arose in Delaware County. The creation of this court significantly cut down wasted time resulting from conflicting case scheduling sometime necessitating continuances when the investigating detective would be unavailable because of other court appearances. Since its inception no case prosecuted has gone to a trial. All gambling convictions were obtained without a trial.

In the event the Task Force is extended for the 2022-2023 term, we would like to continue to locate and investigate the gambling devices located within Delaware County. An area of investigation and prosecution the Task Force would like to expand will be to investigate vendors who are providing establishments with the video gambling machines. In many of the previous cases that were prosecuted owners and employees of the establishments who have been prosecuted for maintaining illegal video gambling machines have identified the vendors who supply these machines. Others have revealed the agreements reached

between the vendors and establishments regarding the splitting of the proceeds and profit from the machines. In past years the Task Force prosecuted establishments that had been prosecuted in previous years. Prosecuting the vendors and distributors of these machines will help curb the potential for repeat cases like the one mentioned. The Assistant District Attorneys assigned to the Task Force will select those cases where the cooperation of establishment owners warrants plea terms in return for assistance in prosecuting the vendors of the machines.

During the contract activity period beginning May 1, 2020 and ending April 30, 2021 the approximate value of machines seized was \$13,000.00 and cash seizures totaled \$3,527.00. There were also 46 establishments visited, 41 investigations initiated, along with two (2) search warrants and arrests. This office has two (2) convictions pending. Also, during the reporting period four (4) officers were trained to assist in undercover surveillances.

As previously mentioned, online gambling and sports betting became legal in Pennsylvania. This development has created the opportunity for illegal gambling and sports betting to increase in Delaware County, the same as illegal gambling devices flourished since the opening of casinos in Pennsylvania. Pennsylvania currently taxes sports betting, making it more desirable to place bets illegally. The Delaware County District Attorney's Office, Criminal Investigation Division continues to assist the Pennsylvania State Police, Liquor Enforcement with illegal gambling investigations in licensed establishments. We are continually being made aware of locations within Delaware County where the "Pennsylvania Skill Games" are located, and they continue to freely pay out to patrons. The Delaware County District Attorney's Office, Criminal Investigation Division continues to assist and investigate illegal gambling. "Pennsylvania Skill" games are being observed and reported by our detectives, as well as local police departments in Delaware County.

During the last grant period a Memorandum of Understanding (MOU) was established with the Pennsylvania State Police, Bureau of Liquor Control Enforcement. The MOU permitted the Delaware County District Attorney's Office, Criminal Investigation Division to cooperate with the Bureau of Liquor Control Enforcement investigating illegal gambling occurring in establishments licensed by the Pennsylvania liquor Control Board. Delaware County currently has 603 active liquor licenses. This cooperation would continue if awarded another grant. When cooperating with the PA State Police, the MOU allows for the reimbursement of overtime for Officers assisting our Detective and rental fees for storing of illegal gambling machines seized.

In order to continue our efforts to enforce, prevent and prosecute the unlawful gaming and illegal gambling within the County of Delaware specialized knowledge, training and experience is required. We plan to continue illegal gambling training with the Pennsylvania State Police. As technology moves forward there becomes an increased need of this knowledge, training and experience so that we may investigate and prosecute illegal gambling crimes unique to this specific industry. Therefore, we are requesting the funding to assist the District Attorney's Office in supporting the City of Chester and Delaware County in dealing with the illegal gambling crimes they are certain to be faced with over the coming years.

**PROJECT BUDGET**Grant Requested # of year(s) 1 Amount per year: (1) 250,000 (2) \_\_\_\_\_ \*Agency's Total Budget (Current Year) 11,066,699

\* The maximum grant award is \$250,000 per applicant/per year. A grant may not exceed 10% of the budget of the local law enforcement agency or group of agencies applying for the grant. A local law enforcement agency may not apply for grant funding under more than one application per grant year.

**Operating Budget**

Provide an itemized project budget using the table format and examples below as a guide. Attach additional pages if necessary.

Item	Budget Category	Amount Requested	Methodology	Purpose
Ex.	Investigative Overtime (including benefits)	\$15,000	200 hrs. of detective overtime x \$75.00 per hr. = \$15,000	To conduct undercover investigations to identify unlawful gambling activities.
Ex.	Public Outreach	\$3,000	2 officers x 4 events x 5 hrs. per event x \$75 per hour = \$3,000	Officers will staff an informational booth to advise the public and answer questions related to unlawful gambling.
Ex.	Vehicle Rentals	\$1,600	20 rentals x \$80 each = \$1,600 (200 hrs. / 2 detectives / 5 hrs. per investigation = 20 rentals)	Detectives cannot use personal vehicles or police cruisers in undercover investigations.
Ex.	Capital Equipment	\$5,000	(1) recording device, (1) surveillance camera, (1) software package, etc.	Undercover surveillance
2	Detective/ADA	<b>171,264</b>	Experience F/T Detective & F/T Asst. District Attorney	Investigations & Prosecution unlawful gambling activities
3	Co. Benefit Package & FICA	<b>63,736</b>	7.65% x 66,090.00 FICA and 62.61% x 66,090.00 Benefit package	Full Time Assistant District Attorney
4	Overtime	<b>10,000</b>	\$74.73 per hr., (2022) \$75.73 (2023) approximately due to caseload and PA State Police Assistance	Working undercover after duty hours - Illegal Gambling Establishments and undercover surveillance
5	Miscellaneous Expenses	<b>5,000</b>	Detectives working in an undercover capacity along with PSP Troopers to combat illegal gambling.	Undercover Detectives working after duty hours in illegal gambling establishments
6				
7				
8				

Grand Total: **250,000**Applicant Name: Delaware County District Attorneys OfficeDate: 3/15/2022

## PERFORMANCE MEASURES

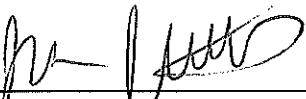
Provide a minimum of two performance measures that will be tracked over the course of the grant period and included with the final report filed by the grant recipient.

Date, Status, Location of Illegal Gambling

1. \_\_\_\_\_  
Machines Observed, Seized
2. \_\_\_\_\_  
Cash Seized Machines, Cash Seized Other Illegal Activities
3. \_\_\_\_\_  
Gambling Arrests along with other Arrests during Investigations.
4. \_\_\_\_\_

## CERTIFICATION

I hereby certify that all information contained in this document and attachments are true and correct to the best of my knowledge.

Signature:  Date: 3/15/2022

Print Name: Jack Stollsteimer Title: District Attorney

**Applications will be accepted until all grant funds have been committed.**

The Pennsylvania Gaming Control Board (PGCB) reserves the right to accept or reject any or all applications submitted for the Local Law Enforcement Grant Program contingent upon available funding and respective applicant eligibility. The PGCB also reserves the right to reject incomplete applications.

### MAIL COMPLETED APPLICATIONS TO:

Pennsylvania Gaming Control Board  
Local Law Enforcement Grant Program  
303 Walnut Street  
P.O. Box 69060  
Harrisburg, PA 17106-9060

If you have any questions regarding this grant application, please call (717) 346-8300 or e-mail [PGCB@pa.gov](mailto:PGCB@pa.gov) and type "Local Law Enforcement Grants" in the subject line.



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** John Becht, Information Technology

**ITEM TYPE:** Professional Service Agreement

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to Renew Microsoft Contract in the amount of \$2,597,842.47 for a three year term. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** 1000/668275

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** \$2,597,842.47

**REQUEST:**

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** This is a 3 year contract, you can see the breakdown of the contract in the attachment. This also includes the additional licenses needed for the Health Dept. and Prison.

**ATTACHMENTS:**

[Delaware County EA Renewal 2-23-22.pdf](#)

[Enterprise Enrollment \(Indirect\).docx](#)

[Amendment-M97 \(new\).pdf](#)



Enterprise Quote  
for

**Delaware County**

VSL Specialist Dan Field  
Channel Price Sheet Month

Unless otherwise noted, All Quotes expire upon current month's end

**Annual Payment - Estimate**

Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Year 1			Year 2			Year 3		
			Quantity	Price	Extended	Price	Extended	Price	Extended	Price	Extended
9GS-00135	CIS Suite Datacenter Core ALng SA 2L	D	144	\$ 168.10	\$ 24,206.40	\$ 168.10	\$ 24,206.40	\$ 168.10	\$ 24,206.40	\$ 168.10	\$ 24,206.40
9GA-00310	CIS Suite Standard Core ALng SA 16L	D	2	\$ 285.70	\$ 571.40	\$ 285.70	\$ 571.40	\$ 285.70	\$ 571.40	\$ 285.70	\$ 571.40
3GU-00001	Defender O365 P1 GCC Sub Per User	D	2200	\$ 18.43	\$ 40,546.00	\$ 18.43	\$ 40,546.00	\$ 18.43	\$ 40,546.00	\$ 18.43	\$ 40,546.00
AAD-34700	M365 E3 FromSA GCC Unified ShrdSvr Alng SubsVL MVL	D	1800	\$ 324.96	\$ 584,928.00	\$ 324.96	\$ 584,928.00	\$ 324.96	\$ 584,928.00	\$ 324.96	\$ 584,928.00
AAD-34704	M365 E3 GCC Unified ShrdSvr Alng SubsVL MVL Per User	D	400	\$ 380.56	\$ 152,224.00	\$ 380.56	\$ 152,224.00	\$ 380.56	\$ 152,224.00	\$ 380.56	\$ 152,224.00
EMJ-00156	Dynamics 365 Team Members ALng SA UCAL	D	14	\$ 21.63	\$ 302.82	\$ 21.63	\$ 302.82	\$ 21.63	\$ 302.82	\$ 21.63	\$ 302.82
7VX-00001	ProjectPlan5GCC ShrdSvr ALNG SubsVL MVL PerUsr	D	5	\$ 505.53	\$ 2,527.65	\$ 505.53	\$ 2,527.65	\$ 505.53	\$ 2,527.65	\$ 505.53	\$ 2,527.65
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	D	24	\$ 2,273.53	\$ 54,564.72	\$ 2,273.53	\$ 54,564.72	\$ 2,273.53	\$ 54,564.72	\$ 2,273.53	\$ 54,564.72
LK9-00003	Teams Phone Standard GCC Sub Per User	D	25	\$ 73.48	\$ 1,837.00	\$ 73.48	\$ 1,837.00	\$ 73.48	\$ 1,837.00	\$ 73.48	\$ 1,837.00
LM9-00001	Domestic Calling Plan GCC Sub Per User	D	25	\$ 129.76	\$ 3,244.00	\$ 129.76	\$ 3,244.00	\$ 129.76	\$ 3,244.00	\$ 129.76	\$ 3,244.00
RMU-00004	Voice Apps GCC Sub Teams Phone Std Virtual User	D	25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6VC-01253	Win Remote Desktop Services CAL ALng SA DCAL	D	50	\$ 19.91	\$ 995.50	\$ 19.91	\$ 995.50	\$ 19.91	\$ 995.50	\$ 19.91	\$ 995.50
NYH-00001	Audio Conf Select Out GCC Shared All Lng Subs VL MVL Add	D	2200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Year 1 Total \$ 865,947.49

Year 2 Total \$ 865,947.49

Year 3 Total \$ 865,947.49

Three Year Total \$ 2,597,842.47

**Notes**

4/1/22-3/31/25

**Terms & Conditions**

Terms and Conditions of sales and services projects are governed by the terms at:

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number  
(Microsoft to complete)

88240594

Previous Enrollment number  
(Reseller to complete)

8233104

Framework ID  
(if applicable)

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

## **Terms and Conditions**

### **1. Definitions.**

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. Order requirements.**

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
  - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
  - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
  - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
  - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate’s Price Level for all Products ordered under this Enrollment will be Level “D” throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate’s prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft’s prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft’s prices to Resellers are reestablished at the beginning of the renewal term.

### **4. Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate’s Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft’s acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

### **5. End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

**c. If Enrolled Affiliate elects not to renew.**

- (i) Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
- (ii) Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
  - 1) Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
  - 2) Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
- (iii) Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

- d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## **6. Government Community Cloud.**

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i) Government Community Cloud Services will be offered only within the United States.
  - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

## ***Enrollment Details***

### ***1. Enrolled Affiliate's Enterprise.***

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

### ***2. Contact information.***

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\*** Delaware County

**Contact name\*** First John Last Becht

**Contact email address\*** bechtj@co.delaware.pa.us

**Street address\*** 201 W Front Street

**City\*** Media

**State\*** PA

**Postal code\*** 19063-2708-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone\*** 2155200500

**Tax ID**

\* indicates required fields

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name\*** First Michael **Last** Campellone

**Contact email address\*** CampelloneM@co.delaware.pa.us

**Street address\*** 201 W Front Street

**City\*** Media

**State\*** PA

**Postal code\*** 19063-2708-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone\*** 610-891-4675

**Language preference.** Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

\* indicates required fields

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name\*:** First Michael **Last** Campellone

**Contact email address\*** CampelloneM@co.delaware.pa.us

**Phone\*** 610-891-4675

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

\* indicates required fields

d. **Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** CDW Logistics LLC.

**Street address (PO boxes will not be accepted)\*** 200 N. Milwaukee Ave

**City\*** Vernon Hills

**State\*** IL

**Postal code\*** 60090

**Country\*** United States

**Contact name\*** Geoff Bertkau

**Phone\*** (847) 371-2866

**Contact email address\*** geoff.bertkau@cdw.com

\* indicates required fields

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

**Signature\*** \_\_\_\_\_

**Printed name\***

**Printed title\***

**Date\***

\* indicates required fields

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

### **3. *Financing elections.***

Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

physically Submitted

## Amendment to Contract Documents

Agreement Number

7-ZEFZBBDJO

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

### Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34700	M365 G3 Unified FSA GCC Sub Per User		1800
3GU-00001	Defender O365 P1 GCC Sub Per User	1800	400
LM9-00001	Domestic Calling Plan GCC Sub Per User	25	
7VX-00001	ProjectPlan5GCC ShrdSvr ALNG SubsVL MVL PerUsr	5	
LK9-00003	Teams Phone Standard GCC Sub Per User	25	
RMU-00004	Voice Apps GCC Sub Teams Phone Std Virtual User	25	
AAD-34704	M365 G3 Unified GCC Sub Per User		400
NYH-00001	Audio Conferencing Select Dial Out GCC Sub Add-on		2200

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

**Microsoft Internal Use Only:**

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Oct2020)(IU).docx		M97	B
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# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Jonathan Lichtenstein, Solicitor

**ITEM TYPE:** Grant

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval of Grants by the Delaware County Interactive Gaming Revenue Authority in the aggregate amount of \$23,631.71 as shown on the attached list.

**EXPENSE BUDGET LINE ITEM** NA

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** NA

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**

[DCIGRA\\_Grants\\_4-20-2022.docx](#)

**DCIRGA Grants for Approval  
County Council  
April 20, 2022**

- \$1,678.73 reimbursement for Eddystone Fire Company #1
- \$2,500 grant for Darby Borough Police Department
- \$798.75 reimbursement for Collingdale Borough Police Department
- \$340.84 reimbursement for Haverford Township Police Department
- \$2,500 grant for Upper Chichester Fire Department
- \$1,423.39 reimbursement for Marcus Hook Borough Police Department
- \$2,390 grant for Lower Chichester Fire Police Association
- \$2,500 grant for Upper Chichester Township Police Department
- \$2,500 grant for Newtown Square Fire Company
- \$2,500 reimbursement for City of Chester Fire Department
- \$2,000 grant for Norwood Police Department
- \$2,500 grant for Upland Borough Police Department



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Charles Walmsley, Intercommunity Health

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval of an Amendment of Contract with Matthew's Specialty Vehicles in an increased amount of \$1,790.00 to custom build and fabricate for the Delaware County Health Department an RV Mobile Unit. The total amount of the Contract will now be \$293,935.00. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** 49-5852-706001

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** \$293,935.00

**REQUEST:**

**FUNDING SOURCE:** Capital

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Change order on approval of item id 688 12/01/21 contract with Matthew's Specialty Vehicles to custom build and fabricate for the Delaware County Health Department an RV Mobile Unit. Request to revise the contract amount to \$293,935.00 from an original approval of \$292,145.00 for the cost of a proposed project change order to the vehicle.

**ATTACHMENTS:**

[Change order #1 Intercommunity Health of Delaware Co Mobile Clinic 02182022 \(002\).pdf](#)

[DELAWARE\\_MOBILE\\_WELLNESS\\_CLINIC\\_33\\_WINNEBAGO\\_PROPOSAL\\_AND\\_SPECIFICATIONS](#)



**Main Office**  
211 American Ave  
Greensboro, NC 27409  
Toll Free: (877) 905-4678  
Fax: (336) 297-4674

## MATTHEWS SPECIALTY VEHICLES

### PRODUCT CHANGE ORDER

**PRE PRODUCTION**

Request No. 1  
Current Date February 18, 2022  
Order Date December 17, 2021

Contact Jeanne Ross  
Customer Intercommunity Health of Delaware  
Sales Person County Mobile Clinic  
Sales Person Michelle Shupe

**Instructions:**

Please indicate desired options, total line items, sign, and return to your Project Coordinator.

<b>Description of Options</b>		<b>Price</b>
X	<b>CLARIFICATION:</b> Refrigerator will be a Dometic 3.8 CU FT in lieu of a Norcold 3.6 CU FT.	..... NA
	Install one (1) 20' legged awning (white case, with black fabric) on the curbside of the unit, awning switch will be at the wire entry and vehicle control panel.	..... \$2,450.00
	<b>Total</b>	.....

**Notes:**

\_\_\_\_\_

\_\_\_\_\_

<b>Customer Approval:</b>
Signature _____
Printed Name _____
Title _____
Date _____

<b>Matthews Specialty Vehicles, Inc.</b>	
Signature	Signature on file.
Printed Name	Michelle Shupe
Title	Director of sales and marketing
Date	February 18, 2022



211 American Avenue Greensboro, North Carolina 27409  
Toll Free: (877)905-4678 Local: (336)297-9600  
[www.MSVehicles.com](http://www.MSVehicles.com)

## PROPOSAL-ACCEPTANCE

**INTERCOMMUNITY HEALTH OF DELAWARE COUNTY**  
ATTN: JEANNE ROSS  
201 W FRONT STREET #117 MEDIA, PA 19063  
PHONE: 610-891-5311 EMAIL: [ROSSJ@CO.DELAWARE.PA.US](mailto:ROSSJ@CO.DELAWARE.PA.US)

**MSV Series 4000wb-33 Mobile Medical Unit (GAS)..... \$291,485.00**

### TERMS AND CONDITIONS:

1. Delivery to Media, PA and bumper-to-bumper training included
2. Our detailed proposal does not include taxes, tags, or fees
3. This proposal pricing is valid for 30-days
4. Payment terms are 50% down and balance due upon completion.
5. Vehicle estimated for completion 330+ days after the receipt of order.
6. Vehicle completion dependent on factors such as body/chassis availability, raw materials availability, and production scheduling. Vendor shall not be liable for delays resulting from circumstances or causes beyond their reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority.
7. Vendor reserves the right, at its discretion, to change or modify specifications in accordance with best practice to then-current requirements under all applicable regulations for manufacturing, preparations, and processes.

### Customer

Name:  
Signature:  
Title:  
Date:

### Matthews Specialty Vehicles

Name: Michelle Shupe  
Signature:   
Title: Account Executive  
Date: September 28, 2021



211 American Avenue Greensboro, North Carolina 27409  
Toll Free: (877)905-4678 Local: (336)297-9600  
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## MSV SERIES 4000-WINNEBAGO 33' (FORD/GAS) SPECIFICATIONS

### BASIC VEHICLE WEIGHTS AND MEASURES

Length Bumper to Bumper	33' 8"	404"
Exterior Height w/ Roof A/C	12' 11"	155"
Exterior Width	8' 5.5"	101.5"
Interior Height	7'	84"
Interior Width	8' .5"	96.5"
Interior Length Behind Cab	25' 6"	306"
Fuel Capacity (Gallons)	80	-----
Wheelbase	-----	208"

### INTERIOR DÉCOR

Seats	Black Onyx – Ultrafabrics
Ceiling	Soft Material Ceilo -Ivory
Dash	Briarwood
Wall Covering	Hendrix, Cashmere
Wood Cabinetry	Glazed Driftwood, Noce, Glazed Kona
Carpet	Steel Cab Carpet

### CHASSIS SPECIFICATIONS

Ford - 22,000 # GVWR - V10 Gas Engine - 22.5" Wheels
Trailer Hitch - 5000# Draw Bar/500# Max. Vertical Tongue Weight
Trailer Plug Connector - Male
Trailer Wiring - Fixed-Mount Female 7-Pin Socket Connector
Wheels - Stylized Aluminum
Jack - Hydraulic Leveling - HWH - Automatic Controls - Front 8,000 Lb - Rear 14,000 Lb

### SUSPENSION

GVWR (LBS)	22,000
GAWR, FRONT (LBS)	8,000
GAWR, REAR (LBS)	15,000
GCWR (LBS)	26,000
Suspension, Front Type	Monobeam axle w/ multi-leaf tapered springs
Suspension, Front Stabilizer Bar	1.5" dia., heavy-duty track bar
Suspension, Front Shock	Bilstein, 1.63 in.
Suspension, Rear Type	Multi-leaf tapered springs
Suspension, Rear Stabilizer Bar	1.40" dia.
Suspension, Rear Axle Ratio	5.38 (22,000)
Suspension, Rear Shock	Bilstein, 1.63 in.

### ENGINE

6.8L SOHC TRITON V10  
362 HP @ 4,750 RPM



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457 LB.-FT. @3,250 RPM  
Electronic Throttle  
Emissions Control System Certification – Federal (50 state certification)

#### **ALTERNATOR**

175-amp

#### **BATTERY**

750 CCA, 78-amp hr., maintenance free

#### **TRANSMISSION**

TorqShift five-speed automatic

Overdrive

Tow/haul feature

Mechanical “lock-up” in park position

#### **BRAKES**

Hydraulic, Hydro Max, 4-Wheel ABS

Front Disc-15.55" dia. (22,000)

Rear Disc-15.55" dia (22,000)

Parking Transmission mounted, drum, foot apply, hand release

#### **ELECTRICAL**

12-Volt DC

#### **FRAME**

Ladder-type, single channel, 50,000 psi steel

#### **PROVISION FOR AUXILLARY GENERATOR**

Port in top of tank, drop tub ends at 25% capacity

#### **STEERING**

Power, TRW TAS 55gear (includes cooler)

#### **TIRE**

Front/Rear Michelin XRV 235/80R 22.5G

Capacity – Front/Rear 4,675/4,410 lbs. @ 110psi

#### **WHEEL**

Front/ Rear 22.5" x 7" Aluminum, Alcoa Dura-Bright (4)  
22.5" x 7" Steel (2, rear inner dual)

#### **INSTRUMENTATION**

Speedometer, Odometer, Tachometer

Oil Pressure, Coolant Temperature

Trans Oil Temperature, Fuel Gauge

Directional Signal, High Beam, Charge

Indicator Lights and Various Warning Lights



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## **WARNING LAMPS**

Brake system warnings, direction signals and high beam

## **FLASHER AND TURN SIGNALS**

Heavy-Duty

## **COMMERCIAL SHELL BODY CONSTRUCTION**

Backwall, Exterior Skin	Aluminum sheet
Backwall, Interior Wall	Vinyl clad paneling
Floor, Basement, Exterior	Aluminum sheet
Floor, Basement, Interior	Aluminum sheet
Floor, Basement, Interior Finish	Trunk Liner carpeting all storage areas
Floor, Main	1 1/8" Solid Plywood
Floor, Main, Exterior Surface	Unfinished Plywood
Front End Structure	Steel Structure is designed for front engine removal
Roof, Exterior	Curved, Exterior Skin, Fiberglass, One-Piece
Roof, Interior	Flat, Interior Ceiling, Vinyl on foam with panel backing
Sidewall, Exterior	Fiberglass, Smooth, One-Piece, High Gloss
Valance Panels	Integrated Storage Doors

## **BODY OPENINGS**

Compartment, Battery	Located in the entrance door stepwell area
Compartment, Storage	Carpet, trunk liner, bottom and back laminated compartments
Compartment, Storage	Laminated front compartments
Door, Entrance	Main door includes screen, without window
Door, Entrance	The lower jam has non-slip tread material
Door, Entrance	Screen door catch to main door, plastic latch
Door, Entrance	Deadbolt lock is integrated with main latch
Door, Entrance	Latch and lock assembly is rotary type with integrated deadbolt
Door, Step	Main includes triple electric step with door jam switch
Door	Generator
Door, Storage	Gas struts are used with single paddle latch with hidden linkage
Fuel Fill Door	LH side, includes a twist latch
Wheel well	Molded plastic

## **BODY EXTERIOR TRIM**

Assist Handle	Surface mount, non-lighted, acrylic includes chrome ends
Bumper, Front	integrally molded into front cap, includes steel reinforcement
Bumper, Rear	integrally molded into rear cap
Exterior finish, grille	Aluminum extruded assembly
Exterior finish, hood	Single Panel, hinge up
Exterior finish, panel	Lower front cap, molded fiberglass
Exterior finish, panel	Upper roof cap, molded fiberglass
Exterior finish, rear end	Fiberglass cap, full one-piece rear
Miscellaneous trim	Brake lights (2), mounted high
Miscellaneous trim	Wheel well trim, front and rear, molded plastic
Mud Flaps	2 at rear



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### **DRIVER/ PASSENGER AREA – GENERAL**

Automotive Heater/ Air Conditioner

Cabinet, Front Overhead	Storage with 3 top-hinge doors, doors have arched raised panel inserts. Side panels are vinyl with a wood trim piece.
Instrument Panel	Includes in-dash storage compartment located in front of the passenger
Window, Drivers Door	Slider with screen
Window, Passenger	Full slider with scree, stationary upper vista window with darker tint
Windshield	Laminated safety glass, one-piece
Windshield Wipers	Intermittent with single motor and arms, radial arm type

### **DRIVER/ PASSENGER AREA – CONVENiences**

Cab Sound Control Package	Includes sound control material for motor cover
Carpet	Cab area with pad
Convenience Tray	Flat countertop with cup holder, attached to lower portion of dash
Courtesy Light	Located on the inside door panel
Door, Driver's Entry	Includes a CV window, vita window and exterior step with exterior assist handle
Fans	Defrost Auxiliary
Front Shade	Drop down, powered with privacy curtains for driver's and passenger's windows
Light, Map	Individual driver/ passenger
Mirrors, Exterior	Low Mounted, electric remote w/ defrost
Motor Cover	Carpeted
Power Assist Steering	Includes Tilt Wheel
Seats, Driver/Passenger	Arrests, Two, Multi-position
Seats, Driver/Passenger	Construction, All Vinyl
Seats, Driver/Passenger	Frame, High, Back
Seats, Driver/Passenger	Lumbar Support, Manual
Seats, Driver/Passenger	Recline Mechanism, Multi-Adjustable
Seats, Passenger	Remote Controls, Manual
Seats, Driver	6-way Power Assist
Seat Belts	3-point Shoulder and lap with retractors
Seats Pedestal	Swivel/Slide, Manual Controls
Trim Panel	Driver/ Passenger
Window Shades	2 Roller
Workstation	Integrated into dash

### **DRIVER/PASSENGER – INSTRUMENTATION AND ACCESSORIES**

Auxiliary Receptacle	12VDC located in the passenger side trim panel
Auxiliary Start Circuit	
Cigarette Lighter	12-Volt electrical supply
Cruise Control	Integrated into steering wheel
Gauge, Cluster	Analog Display (English)
Dual Battery Charge	Automatic
Headlight Control Switch	High/Lower on turn signal lever
Lamps	Fog
Radio/Rearview Monitor System	



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Radio	Integrated 6.5" touch panel color monitor
Radio	AM/FM/CD/USB/I POD and Sirius SAT Ready
Remote Controls	2 provided, one hand-held and one mounted to steering wheel
Radio, Brand	Jensen
Radio, Antenna	Roof Mounted, flexible rubber
Radio, Power	Switch (main. /aux. battery)
Radio, Speakers	Two 5.25" round speakers located in the dash
Camera	Side view, integrated into the mirror head

#### **INTERIOR**

Assist Bar	Located vertically to the rearward side of the entrance door
Detector, Alarm	Carbon Monoxide
Detector, Alarm	Smoke
Fire Extinguisher	10 B.C., Surface Mountable

#### **HEATING / AIR CONDITIONING / VENTILATION**

Air Conditioner	Duct paths (pre-routed) in roof
-----------------	---------------------------------

#### **ELECTRICAL – CHASSIS**

Battery	2 deep cycle, marine/RV Group 31
Battery Disconnect	Chassis
Battery Disconnect	Located by the entrance door
Exterior Compartment, Lights	Master compartment light shut-off switch is in the entrance door stepwell area
Generator Prep Kit	Includes gas line and 12-volt wiring
Wire Paths	Pre-routed in roof

#### **COMMERCIAL SHELL OPTIONS**

Walls	Interior back and sidewalls – bright white fiberglass
Generator	15 kW gas
Window	Fixed Picture Entrance Door
Window	(2) Sidewall Emergency Egress Window
Air Conditioning	Three (3) 13,500 BTU Roof Top AC Units (Cool Only)
Ventilation	One (1) Reversible Fan Vents
Scene Lights	Two (2) Exterior Scene Lights
Wheelchair Lift Access	A UVL shall be installed per the vehicle's final floor plans by Winnebago

#### **CONVERSION PACKAGE**

##### **AUDIO/ VISUAL**

Eight (8) interior speakers shall be installed, and multimedia radio installed at wire entry, vehicle control column.

Three (3) volume controls shall be included. Locations shall be determined during preconstruction process.

##### **CABINETRY – FINISH**

All interior cabinets shall be constructed using cabinet grade, hardwood veneer plywood covered with high impact Wilsonart laminate. Customer shall choose from manufacturer's selection of colors during the preconstruction



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process.

## **CABINETRY – CONSTRUCTION**

The use of particle board or MDF for cabinetry and walls is unacceptable. (NO EXCEPTIONS) Additionally all wood products must be completely Formaldehyde-Free, non-toxic, LEED and CARB compliant. (NO EXCEPTIONS) A copy of the OSHA 8-h, PEL for Workplace from an independent testing agency proving compliance must be provided with the bid.

All interior cabinets shall be constructed using cabinet grade, hardwood veneer plywood. Plywood shall be constructed using cross-grain and long-grain Poplar and Fir core layers, sanded to ensure maximum smoothness.

Interior cabinetry **must** be constructed from pre-engineered components produced by a CNC router, with accuracy to design of +/- .002". Component design files must be kept by the vendor for a minimum of 15 years to allow for identical field replacement should such become necessary. (NO EXCEPTIONS)

All exposed edges shall have a hardened PVC edge band applied to ensure durability and superior aesthetical qualities. Banding shall be applied using AD-20, EVA Ethylene – Vinyl acetate based adhesive and using only machinery. Laminate edge banding will not be considered.

Storage cabinets will be constructed according to final floorplan.

**Side-Swing Doors:** All side-swing door assemblies must feature all metal, nickel plated hinge, with 110° opening angle and three-dimensional adjustment capability. Doors shall be gradual self-closing, adjusted to operate smoothly and gradually.

**Upper Doors:** Shall feature easy lift-up and silent self-closing door hardware, tool-less lever arms and doors capable of snapping into place and featuring three-dimensional cam adjustments for precise positioning and tension settings.

All latches shall be locking flush mounted Southco or approved equal.

## **ELECTRICAL SYSTEM**

**AC Electrical System:** Shall be a 120/240 VAC system rated for anticipated conversion load. System shall include 125A rated distribution panel configured with UL listed type magnetic/hydraulic circuit breakers.

System shall be wired using UL approved, tinned copper multi-stranded boat cable. All wiring shall be color-coded: black=hot, white=neutral and green=ground. Additionally, wiring shall be labeled with machine generated, self-laminating labels, listing circuit number and/or designation at all termination points. All wiring shall adhere to applicable NEC and FMVSS regulations.

Wiring shall be supported on 20" to 24" centers with insulated, non-conductive clamps. Wire bundles shall be tied with trimmed nylon ties. Extreme care shall be taken to prevent chafing, abrasion, and exposure to high heat.



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Wiring run in external areas shall be encased in conduit to further protect against damage.

- Ten (10) Interior receptacles will be installed. Location to be determined during the preconstruction process.
- One (1) Exterior receptacle will be installed. Location to be determined during the preconstruction process.

#### DC Electrical System:

Shall be a 12VDC, negative ground system rated for anticipated conversion load. System shall include distribution panel(s) using ATC fuses unless connected component manufacturers specifications require other. All added circuits shall be protected from over current by circuit breakers rated for a minimum of 125% of anticipated load. Circuit breaker functions shall be clearly designated by printed labels. Wiring shall be labeled with machine-generated, self-laminating labels, listing circuit number and/or designation at all termination points.

Charging system shall include provisions for automatic and manual battery bank merging to provide charging of chassis and auxiliary battery. System shall provide battery isolation during operation periods when the vehicle engine is not running to prevent depletion of both battery systems. Isolated senator battery provided.

#### Wiring Requirements:

All high-current battery cabling shall utilize full-length cable runs sized to load; splices are not acceptable. Terminal ends shall be crimped with manufacturer recommended tooling and sealed using color-coded wrap.

All added wiring for 12VDC load runs shall be AWG 8, 10, 12 and 14, and conform to MIL-W-1678D type D. Wire terminals used shall conform to MIL-T-7928. Terminals shall be insulated with insulation grip, Type II, Class 2, and crimped with tooling recommended by manufacturer.

All added wiring shall be supported on 20" to 24" centers and bundles shall be tied with trimmed nylon ties. Entire system shall be installed to modern US automotive standards using best practices available at time of installation. Plastic grommets and/or dielectric sealants shall be used to protect wiring and/or looms where they pass through sheet metal, bulkheads, or structural supports. Convoluted polyethylene tubing shall be used to protect against chafing and abrasion where required. Extreme care shall be exercised to provide for easy serviceability of the system in future years. Extreme care shall be taken to avoid the engine manifold, engine exhaust, muffler or any high-heat items that may subject the wiring to severe overheating during long periods of operation. These shall be the minimum acceptable wiring standards.

#### FLOOR COVERING

Commercial-grade PVC or Vinyl floor covering shall be installed. Customer will choose from manufacturer's selection of colors during pre-construction process.

#### FLOORPLAN

Custom floorplan designed and engineered using Computer Aided Drafting (CAD) technology. Floorplan will be provided on Size B paper and designed in 3/8" scale. (D size 1/2" scale also available).



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## GRAPHICS, FULL WRAP PACKAGE

Full coverage vinyl graphics package includes all sides, front and back covered with graphics and letter. Graphics will be a 3M-vinyl wrap and will cover all windows with perforated see-through vinyl. The front cab area windows cannot be covered due to DOT regulations. The roof is also not covered.

## HVAC

Air Conditioning: A remote thermostats shall be installed to control roof top AC units.

One (1) 1,500-watt toe-kick heaters with remote thermostats shall be installed per the vehicle's final floor plan.  
Two (2) 1,000-watt ceiling heaters with remote thermostat shall be installed per the vehicle's final floor plan.

## INTERIOR LAYOUT

Interior layout shall be constructed according to the final vehicle layout and shall include the following:

- Custom casework and cabinetry throughout the mobile unit
- Privacy curtain to close off cab area
- Food Pantry
  - Canteen refrigerator
  - Cabinet with (2) adjustable shelves
- Intake Area
  - Reception desk with drop leaf extension
  - Upper cabinet storage (ventilated for IT equipment) undercabinet task lighting
  - Steno chair with bungee securement
  - Bench seat with storage below
- Lab
  - Summit 5.5 cu ft medical refrigerator with digital thermostat
  - Upper cabinet storage with undercabinet task lighting
  - Stainless steel sink with gooseneck faucet and paddle valves
    - Paper towel dispenser
    - Soap dispenser
    - Integrated trash receptacle
  - Desk with upper cabinet storage and undercabinet task lighting
  - Steno chair with bungee securement
  - Phlebotomy chair
  - Glove box dispenser
  - Sharps container
- Restroom
  - Sealand toilet
  - Grab handles
  - Toilet paper dispenser
  - Stainless steel sink with standard faucet and valves
    - Integrated trash receptacle Paper towel dispenser



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- Soap dispenser
- Paper towel dispenser
- Upper cabinet storage
- 12v reversible fan vent
- Specimen pass thru to lab
- Consulting Room
  - Countertop and privacy panel
  - (2) Privacy curtain
  - (2) steno chairs
- Exam Room
  - Ritter Midmark 224 Exam Table with 253 exam light
  - Doctor's stool with bungee securement for transportation
  - Provider's desk with upper cabinet storage and undercabinet task lighting
  - Stainless steel sink with gooseneck faucet and paddle valves
    - Paper towel dispenser
    - Soap dispenser
    - Integrated trash receptacle
  - 32" TV on swing arm mount with HDMI extender to desk area
  - Upper cabinet storage with undercabinet task lighting

#### **LIGHTING, INTERIOR**

12-volt LED lights shall be installed.

12-Volt LED undercabinet task lighting shall be installed

#### **LIGHTING, EXTERIOR**

Two (2) 12-volt LED entry lights shall be installed.

#### **PAINT**

Vehicle comes with factory color base white.

#### **PLUMBING**

The following plumbing and accessories will be installed according to final floorplan:

- 12V water pump
- Fresh/Wastewater System 30ft
- One (1) insta-hot system shall be installed
- One (1) 20 ft. dump hose with adapter
- Fresh water tank with heater and monitor, tank size shall be maximized and determined during preconstruction process.
- Black water tank with heater and monitor, tank size shall be maximized and determined during preconstruction process.
- Gray water tank with heater and monitor, tank size shall be maximized and determined during preconstruction process.



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## SAFETY EQUIPMENT

- One (1) 5 lb. Fire Extinguisher
- One (1) Back-up Alarm
- One (1) First Aid Kit
- One (1) Set of Reflective Triangles
- One (1) Carbon Monoxide
- One (1) Smoke detector
- One (1) Audible Security System Alarm w/ door sensors

## SHORELINE CORD

50-amp heavy-duty rubber covered 120/240-volt shoreline cord to be provided, 25' minimum length to be installed towards the rear of the vehicle. Transfer switch to prevent simultaneous use of generator and shoreline cord will be in interior of vehicle.

## TRAINING

A trained driver shall deliver vehicle. Representative will train staff on vehicle, bumper to bumper. Staff members shall be trained to operate vehicle and train other staff, if necessary.

## WIFI PACKAGE

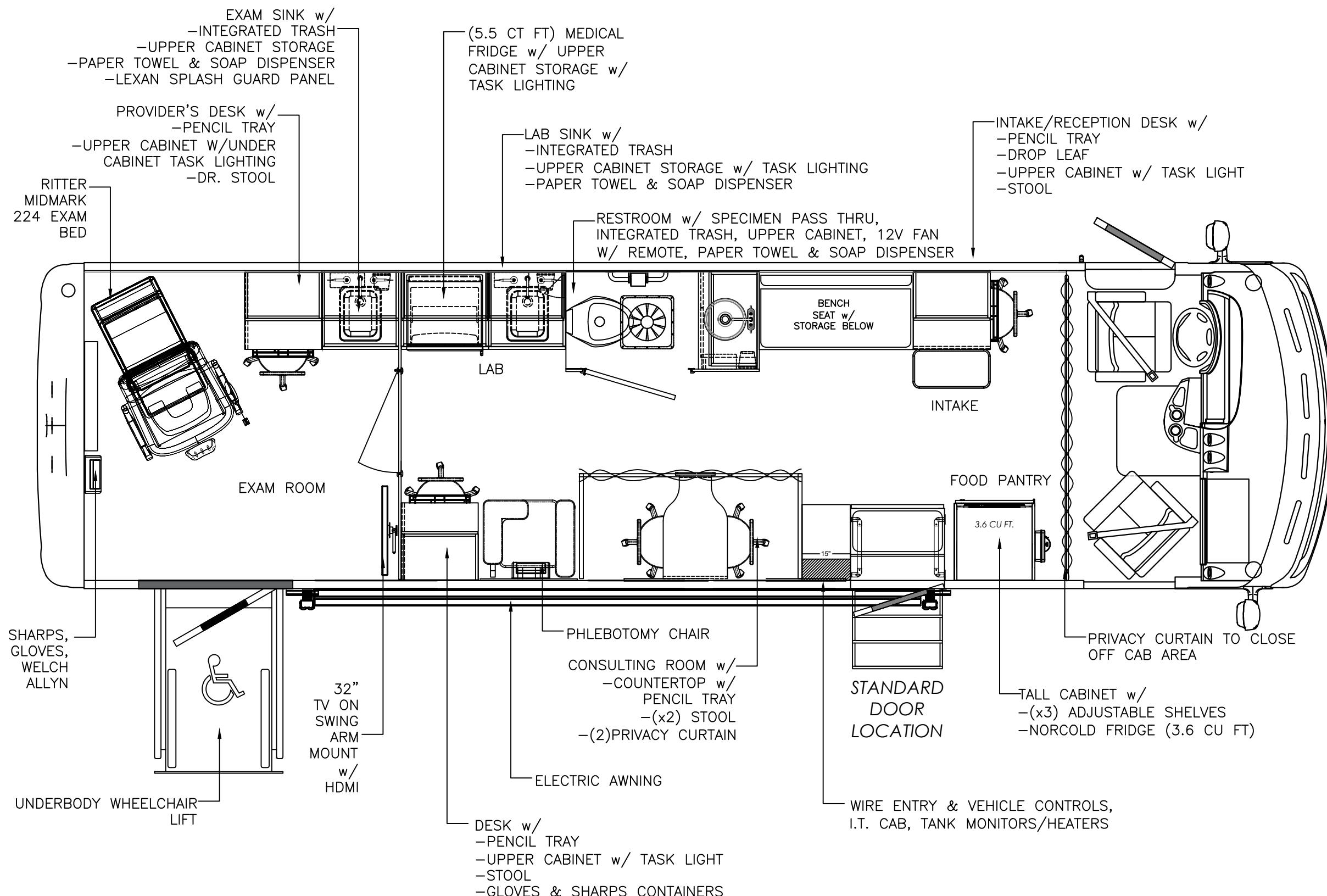
The following wireless equipment (or approved equal) according to final floorplan:

Wi-Fi:

- Peplink MAX BR1 Mini LTEA (Americas/EMEA)
- Wilson 556249 Signal 4G Repeater Kit AKA Weboost
- Mobile Mark LT401-CCJC-W240 Multi-band MIMO-LTE/Wi-Fi/GPS Antenna

## WINDOW SHADES

A roller-type window shade and padded valance shall be provided. Customer will choose from vendor's selection of colors during the preconstruction process.



PRELIMINARY CONCEPT DRAWING

THIS DRAWING IS FOR QUOTE PURPOSES ONLY.  
ENGINEERING INTERVENTION IS NECESSARY FOR  
FINAL LAYOUT BEFORE PRODUCTION BEGINS.

## PLAN VIEW

Approved as drawn with NO changes  
 Approved as drawn with noted changes

Signature

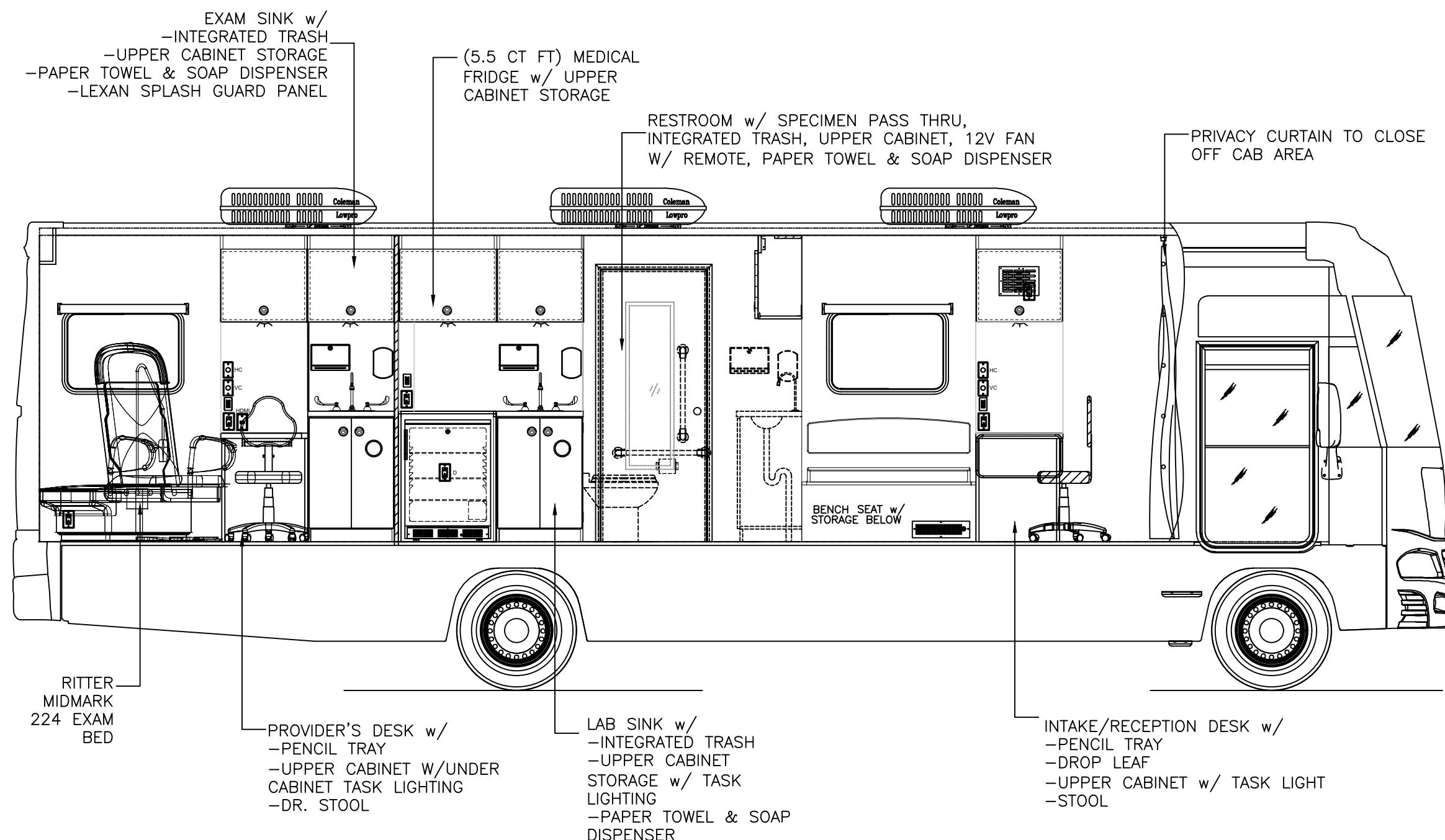
Date

DELAWARE MOBILE  
WELLNESS CLINIC

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GREENSBORO, NC 27409  
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SHELL: 33' WINNEBAGO		DRAWING NUMBER: BID DRAWING
REQUESTED BY: M.SHUPE	DATE: 09/27/2021	SCALE: 3/8" = 1' 0"
REVISION:		REVISION DATE:
PROPRIETARY DRAWINGS		
THE VEHICLE DEPICTED FOR CONSTRUCTION IN THESE DRAWINGS IS THE PROPERTY OF MATTHEWS SPECIALTY VEHICLES AND NOT TO BE USED FOR ANY OTHER CONSTRUCTION.		

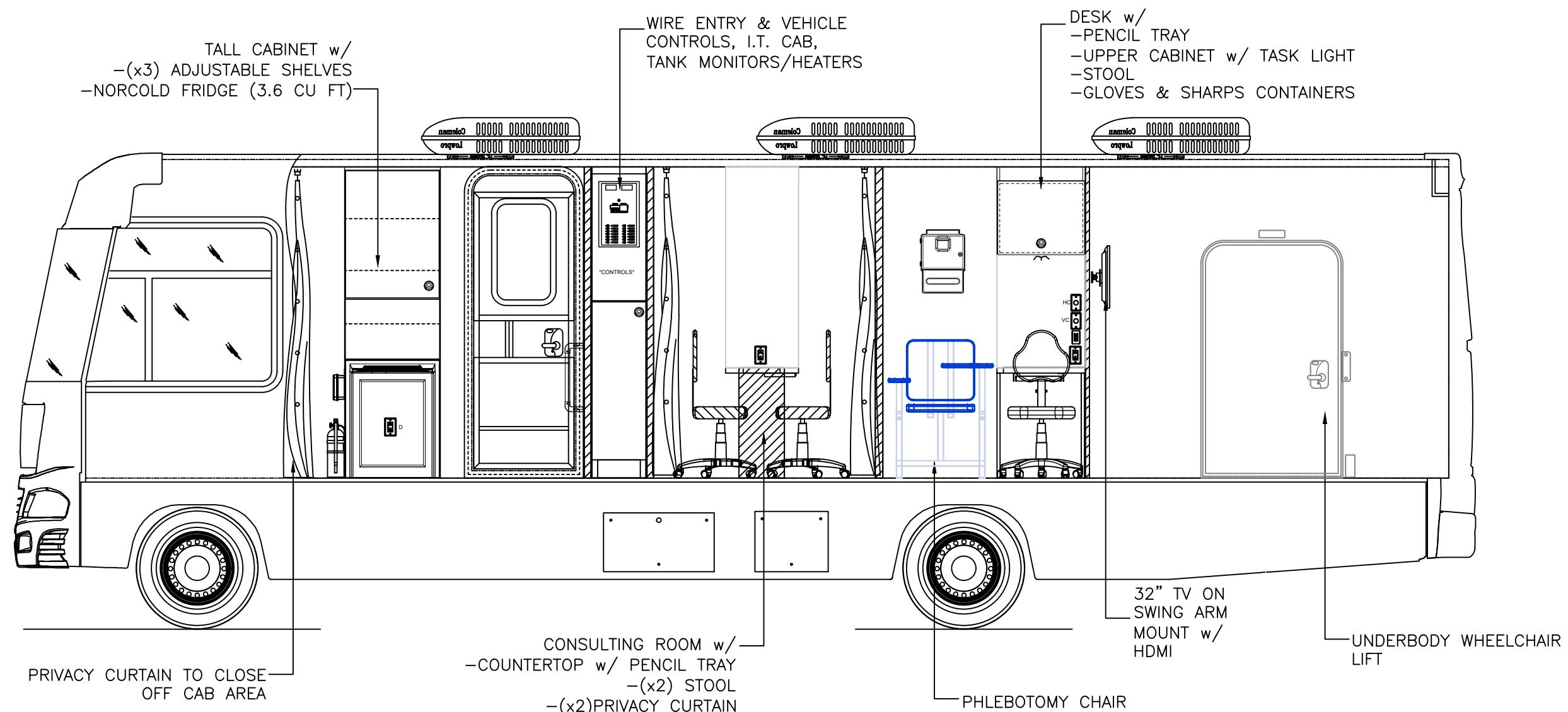
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1



PRELIMINARY CONCEPT DRAWING THIS DRAWING IS FOR QUOTE PURPOSES ONLY. ENGINEERING INTERVENTION IS NECESSARY FOR FINAL LAYOUT BEFORE PRODUCTION BEGINS.	DRIVER INTERIOR VIEW		<b>DELAWARE MOBILE WELLNESS CLINIC</b>  211 AMERICAN AVE GREENSBORO, NC 27409 1-877-905-4678 www.msvehicles.com	SHELL: 33' WINNEBAGO  REQUESTED BY: M.SHUPE REVISION:  DRAWING NUMBER: BID DRAWING  DATE: 09/27/2021  SCALE: 3/8" = 1' 0"  REVISION DATE:
	<input type="checkbox"/> Approved as drawn with NO changes <input type="checkbox"/> Approved as drawn with noted changes  Signature _____ Date _____			

Sheet: **2**

**PROPRIETARY DRAWINGS**  
THE VEHICLE DEPICTED FOR CONSTRUCTION IN THESE  
DRAWINGS IS THE PROPERTY OF MATTHEWS SPECIALTY  
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PRELIMINARY CONCEPT DRAWING  THIS DRAWING IS FOR QUOTE PURPOSES ONLY. ENGINEERING INTERVENTION IS NECESSARY FOR FINAL LAYOUT BEFORE PRODUCTION BEGINS.	PASSENGER INTERIOR VIEW		DELAWARE MOBILE WELLNESS CLINIC   211 AMERICAN AVE GREENSBORO, NC 27409 1-877-905-4678 www.msvehicles.com	SHELL: 33' WINNEBAGO	DRAWING NUMBER: BID DRAWING	REQUESTED BY: M.SHUPE	DATE: 09/27/2021	SCALE: 3/8" = 1' 0"	REVISION: REVISION DATE:	Sheet: <b>3</b>
	<input type="checkbox"/> Approved as drawn with NO changes <input type="checkbox"/> Approved as drawn with noted changes  Signature _____ Date _____									
PROPRIETARY DRAWINGS THE VEHICLE DEPICTED FOR CONSTRUCTION IN THESE DRAWINGS IS THE PROPERTY OF MATTHEWS SPECIALTY VEHICLES AND NOT TO BE USED FOR ANY OTHER CONSTRUCTION.										



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Tonya Haman, Consumer Affairs

**ITEM TYPE:** General

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to Renew Memorandum of Understanding with the Commonwealth of Pennsylvania outlining the inspection responsibilities to be performed by the Weights and Measures Department of the County of Delaware. The current memorandum expires June 30, 2022. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** N/A

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** N/A

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

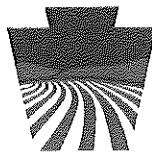
**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Delaware County Weights and Measures is funded by the License/Permit Fee. The Memorandum of Understanding if approved, will start on July 1, 2022 with an expiration date of June 30, 2027. Our program is valuable to the residents especially in light of the rising cost we are experiencing to date. I would like to extend an invite for County Council to come out and watch the inspections.

**ATTACHMENTS:**

[memorandum of understanding.pdf](#)



**pennsylvania**  
DEPARTMENT OF AGRICULTURE  
DIVISION OF WEIGHTS AND MEASURES

March 16, 2022

County of Delaware  
201 West Front Street  
Media, PA 19063

Dear County Weights & Measures Program:

Our records indicate that the Memorandum of Understanding ("MOU") authorizing your jurisdiction to conduct certain weights and measure inspections is due to expire on June 30, 2022.

The Memorandum of Agreement ("MOA") enclosed is the successor agreement to the current memorandum of understanding between the Pennsylvania Department of Agriculture ("PDA") and the County.

If you wish to continue conducting weights and measures inspections in your jurisdiction please review, sign and return the original MOA enclosed.

If you wish to relinquish, lessen or increase your weights and measures inspection responsibilities please contact the undersigned immediately.

Questions can be directed to Laura Phillips, 717-787-5416, [laphillips@pa.gov](mailto:laphillips@pa.gov) or the undersigned.

Respectfully,

Walter Remmert, Director

Enclosure: Memorandum of Agreement

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF AGRICULTURE**

**MEMORANDUM OF AGREEMENT  
WEIGHTS AND MEASURES**

This Memorandum of Agreement (“MOA”) is entered into as of the date of latest signature below. The parties to this MOA are the Commonwealth of Pennsylvania, Department of Agriculture (“PDA”), with its business address at 2301 North Cameron Street, Harrisburg, PA 17110-9408, and the County of Delaware, Pennsylvania (“County”), having its offices at 201 West Front Street, Media, PA 19063.

**I. Recitals**

- A. The Consolidated Weights and Measures Act (3 Pa.C.S. §§ 4101-4194) (“Act”) empowers and requires PDA to inspect and test, to ascertain if they are correct, all weights and measures that are used for commercial purposes within the Commonwealth of Pennsylvania.
- B. Section 4122(a) of the Act authorizes the County’s board of commissioners to appoint one or more persons to serve as sealers of weights and measures in the County (“county sealers”).
- C. Section 4121(b) of the Act authorizes PDA to delegate certain powers and duties to county sealers, provided that any such delegation be fully delineated in a memorandum of understanding for the division of inspection responsibilities and other conditions for the delegation.
- D. PDA and the County intend this document as the required memorandum of understanding pursuant to which PDA shall delegate specific weights and measures inspection and enforcement responsibilities to the County. This MOA is the successor agreement to a current memorandum of understanding between the parties that expires on June 30, 2022.

**II. Understanding.**

PDA and the County agree to the following terms and conditions:

1. The recitals set forth above are incorporated into this MOA by reference.
2. The County has appointed one or more persons to serve as sealers of weights and

measures as authorized under Section 4122(a) of the Act.

3. Pursuant to Section 4121(b) of the Act, PDA delegates to the County, and the County accepts, the powers and duties given to and imposed upon PDA under the following sections of the Act:
  - a. Section 4112 (relating to general testing and inspections);
  - b. Section 4116 (relating to investigations);
  - c. Section 4117 (relating to inspection of packages);
  - d. Section 4118 (relating to stop-use, stop-removal and removal orders);
  - e. Section 4119 (relating to disposition of correct and incorrect apparatus);
  - f. Section 4120 (relating to police powers; right of entry and stoppage); and
  - g. Section 4192 (relating to temporary or permanent injunctions).
4. The specific division of inspection responsibilities between PDA and the County is as follows:
  - a. PDA will inspect the weights, measures and weighing and measuring devices it is required to inspect under the Act, *except* for those listed in subparagraph (b) below.
  - b. The County will inspect the following weights, measures and weighing and measuring devices:

Small capacity scales up to 30 lbs. capacity  
Medium capacity scales up to 10,000 lbs. capacity  
Motor fuel dispensers  
Linear measuring devices  
Random and standard packaged commodities  
Jewelers scales  
Point-of-sale systems  
UPC scanning systems  
Timing devices  
Vehicle Tank Meters
5. The County understands it must satisfy the standards and requirements established by the Department to assure uniform statewide enforcement of the Act and its attendant regulations.
6. The County shall annually, and at such other times as PDA may require, submit a written report to PDA that summarizes the following:
  - a. The work performed by its county sealers;
  - b. The weighing and measuring devices inspected or tested;
  - c. The results of such inspections or tests;
  - d. The nature and results of all prosecutions instituted by the county sealers for

violations of the Act; and

- e. All other matters and things pertaining to the duties of the sealer or which may be required by PDA.

7. The applicable provisions of the Act not specifically set forth herein are incorporated into and made a part of this MOA.
8. The County shall maintain separate books, records, documents, and other evidence regarding the work performed or any other duties and responsibilities undertaken pursuant to this MOA. Inspection records, supporting documents, and all other records shall be retained for a period of three (3) years from the date of this MOA.
9. Authorized representatives of PDA or the Commonwealth shall have access to any pertinent books, documents, papers and records to make audits, examinations, excerpts and transcripts.
10. This MOA shall commence on July 1, 2022 and shall remain in effect until June 30, 2027, unless terminated by either party.
11. PDA may terminate this MOA if it determines the county sealer enforcement program does not satisfy the standards and requirements established by PDA as necessary to assure uniform statewide enforcement of the Act. Either party may terminate this MOA for any reason upon sixty (60) days written notice to the other party.
12. PDA shall review and (if necessary) update this MOA on an annual basis.
13. This MOA constitutes the entire agreement between the parties. No amendment or modification changing its scope or terms shall have any force or effect unless it is in writing and signed by both parties.
14. This MOA shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
15. The County shall comply with, and be bound by, the provisions set forth in the following Attachments, which are attached, incorporated herein and made a part hereof:
  - a. Attachment "A" – Nondiscrimination/Sexual Harassment Clause, with respect to which the County is the "Contractor."
  - b. Attachment "B" – Contractor Integrity Provisions, with respect to which the County is the "Contractor."
  - c. Attachment "C" – Contractor Responsibility Provisions, with respect to which the County is the "Contractor."
  - d. Attachment "D" – The Americans With Disabilities Act provisions, with respect to which the County is the "Contractor."
  - e. Attachment "E" – Right-to-Know Law Provisions, with respect to which the County is the "Contractor."

16. This MOA may be executed in counterparts, each of which shall be deemed an original and shall have the full force and effect as an original but all of which shall constitute one and the same instrument.

In Witness Whereof, PDA and the County, with the intention of being legally bound hereby, have caused this MOA to be executed by their duly authorized representatives as of the latest date of signature below.

**[SIGNATURE PAGE FOLLOWS]**

**COUNTY COMMISSIONERS**

---

Signature/Title

Date

---

Signature/Title

Date

---

Signature/Title

Date

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF AGRICULTURE**

---

Secretary/Deputy Secretary

Date

*Note: As applicable, at least two (2) County Commissioners and the County Executive must sign this Agreement.*

**Approved as to Form and Legality:**

---

Deputy General Counsel

Date

---

Deputy Attorney General

Date

---

Chief Counsel, Pennsylvania Department of Agriculture

Date



## Attachment "A"

### NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- c. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- d. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- e. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- f. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- g. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII* of the *Civil Rights Act of 1964*, as

amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- h. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- i. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- j. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

#### **Attachment "B"**

#### **CONTRACTOR INTEGRITY PROVISIONS**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- a. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - 1) **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - 2) **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - 3) **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.

- 4) **“Contractor Related Parties”** means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- 5) **“Financial Interest”** means either:
  - a) Ownership of more than a five percent interest in any business; or
  - b) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- 6) **“Gratuity”** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.
- 7) **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

b. In furtherance of this policy, Contractor agrees to the following:

- 1) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- 2) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- 3) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- 4) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor’s financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor’s submission of the contract signed by Contractor.
- 5) Contractor certifies to the best of its knowledge and belief that within the last five (5) years

Contractor or Contractor Related Parties have not:

- a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- c) had any business license or professional license suspended or revoked;
- d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- 6) Contractor shall comply with the requirements of the *Lobbying Disclosure Act* (65 Pa.C.S. §13A01 *et seq.*) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code* (25 P.S. §3260a).
- 7) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- 8) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in

the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- 9) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- 10) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

#### **Attachment "C"**

#### **CONTRACTOR RESPONSIBILITY PROVISIONS**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has

no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

#### **Attachment "D"**

#### **AMERICANS WITH DISABILITIES ACT**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant the Commonwealth of Pennsylvania (Commonwealth).

During the term of this contract, the Contractor agrees as follows:

- a. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

**Attachment "E"**

**RIGHT TO KNOW LAW**

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

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

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

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

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

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

- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Denise Long, Public Works

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to Award Contract #86370 between the County of Delaware and Richard E. Pierson Construction Company Inc. for the reconstruction of Tribbett Avenue Bridge, County Bridge #237 (Folcroft Brough) at a fee not to exceed \$1,745,756.80. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** 36-9505-704180

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** zero

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** 5 Bidders- Bid opened 3/31/22  
Richard E. Pierson Construction Company Inc- \$1,745,576.80

**ATTACHMENTS:**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Denise Long, Public Works

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to Award Contract with Corbett Inc. for the purchase, delivery and installation of resident furniture for the 10th, 11th and 12th floor Fair Acres Building #8 for a fee of \$618,907.21. Subject to the Solicitor's Approval

**EXPENSE BUDGET LINE ITEM** 4668-9508-704001

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** 618,907.21

**REQUEST:**

**FUNDING SOURCE:** Capital

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**

[88886 Government Center 4.12.22 \(002\).pdf](#)

[96065-1 DRAWING.pdf](#)



2200 North American Street  
Philadelphia PA 19133

Phone: 215-291-4648  
Fax: 215-291-8034

PROPOSAL: 88886A  
DATE: 04/13/22  
VALID THROUGH: 04/30/22

SHIP VIA:  
TERMS: 50% DEP/COD  
Erin Costello - PHL

CUSTOMER:  
DELAWARE COUNTY  
201 W FRONT ST  
MEDIA PA 19063

SHIP TO:  
DELAWARE COUNTY  
201 W FRONT ST  
MEDIA PA 19063

DANIELLE J FLOYD 6106345365

EMAIL ADDRESS  
BUYER NAME  
PHONE NUMBER

CLIENT NUMBER.: 10551  
CUSTOMER P/O...:

QTY	DESCRIPTION	SELL EACH	SELL EXTEND
1	CONFERENCE ROOM	9,218.07	9,218.07
1	COPY ROOM	2,020.97	2,020.97
1	ENTRY DESK	2,646.60	2,646.60
1	ENTRY SEATING	2,440.98	2,440.98
4	OFFICE	3,748.95	14,995.80
1	OFFICE-EXECUTIVE	7,787.12	7,787.12
1	DELIVERY & INSTALLATION	4,500.00	4,500.00

PRODUCT 39,109.54  
DELIVERY/INSTALL 4,500.00

TOTAL 43,609.54

Your signature below and your required deposit authorize COFCO to order the above-described furniture for your purchase. Please be aware that this order can not be cancelled.

WE APPRECIATE THE OPPORTUNITY TO QUOTE ON THIS REQUIREMENT.

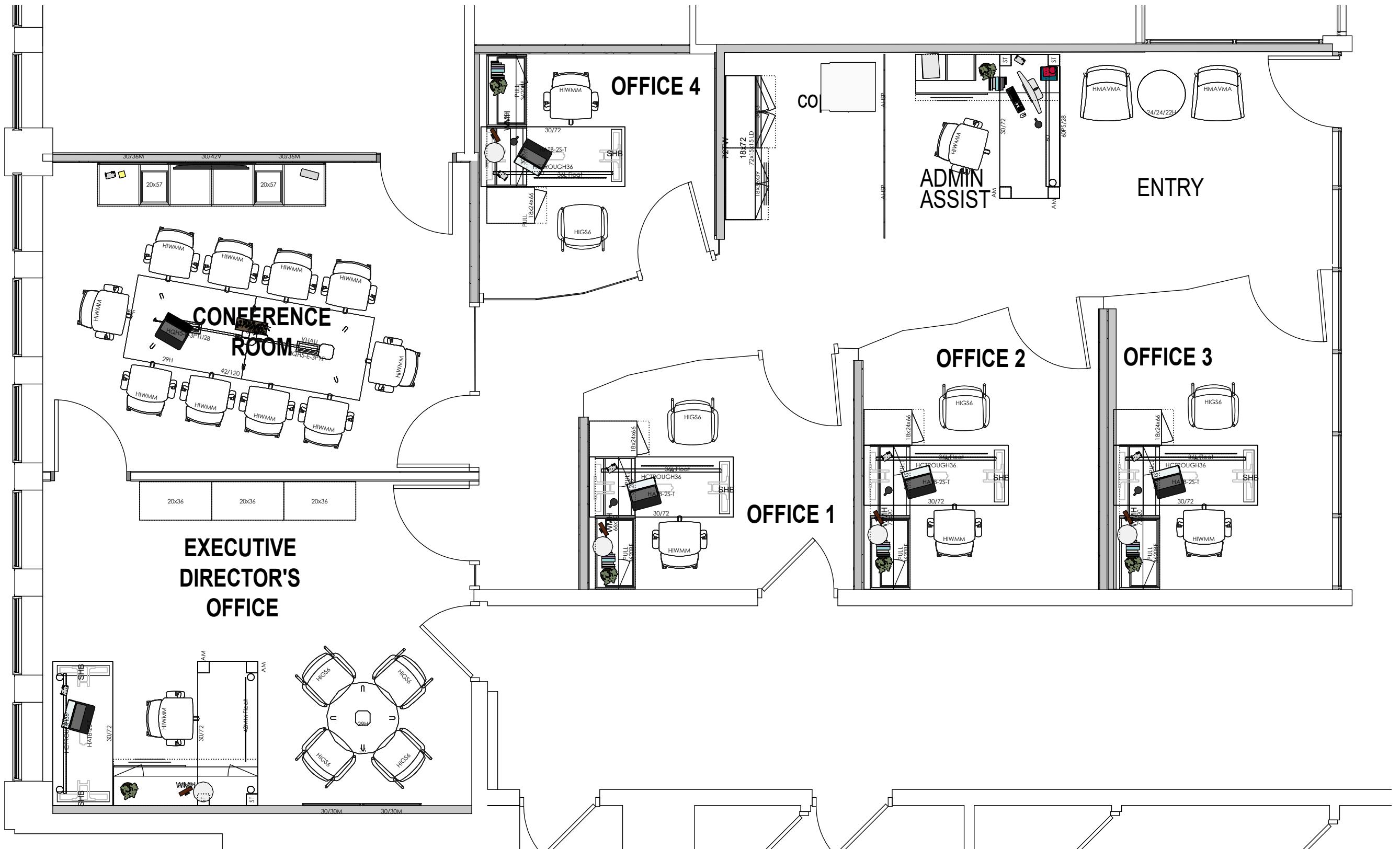
ACCEPTED BY \_\_\_\_\_

DATE ACCEPTED \_\_\_\_\_

DESIGNER:  
Carlee Hawkins  
[hawkinscad@honcompany.com](mailto:hawkinscad@honcompany.com)  
563.299.8150

DATE:  
2/23/2022  
12:14:29 PM

PROJECT:  
96065-1.cmdrw  
TEST ACCOUNT  
Delaware Cnty Gov Center



**NOTE:** The customer is ultimately responsible for the accuracy and correctness of component counts and measurements. The customer is also responsible for the space planning and all design work of projects. Customer shall verify and confirm all site conditions, dimensions, and suitability of products and applications consistent with published guidelines and applicable codes. Liability of The HON Company shall be limited to the amount charged for the Specification Services rendered and in no event shall The HON Company be responsible for any consequential or incidental damages.

DRAWING: NOT TO SCALE



DESIGNER:

Carlee Hawkins  
hawkinscad@honcompany.com  
563.299.8150

DATE:

2/23/2022  
12:14:31 PM

PROJECT:

96065-1.cmdrw  
TEST ACCOUNT  
Delaware Cnty Gov Center

NOTE: The customer is ultimately responsible for the accuracy and correctness of component counts and measurements. The customer is also responsible for the space planning and all design work of projects. Customer shall verify and confirm all site conditions, dimensions, and suitability of products and applications consistent with published guidelines and applicable codes. Liability of The HON Company shall be limited to the amount charged for the Specification Services rendered and in no event shall The HON Company be responsible for any consequential or incidental damages.

DRAWING: NOT TO SCALE



DESIGNER:

Carlee Hawkins  
hawkinscad@honcompany.com  
563.299.8150

DATE:

2/23/2022  
12:14:32 PM

PROJECT:

96065-1.cmdrw  
TEST ACCOUNT  
Delaware Cnty Gov Center

NOTE: The customer is ultimately responsible for the accuracy and correctness of component counts and measurements. The customer is also responsible for the space planning and all design work of projects. Customer shall verify and confirm all site conditions, dimensions, and suitability of products and applications consistent with published guidelines and applicable codes. Liability of The HON Company shall be limited to the amount charged for the Specification Services rendered and in no event shall The HON Company be responsible for any consequential or incidental damages.

DRAWING: NOT TO SCALE



DESIGNER:

Carlee Hawkins  
hawkinscad@honcompany.com  
563.299.8150

DATE:

2/23/2022  
12:14:32 PM

PROJECT:

96065-1.cmdrw  
TEST ACCOUNT  
Delaware Cnty Gov Center

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DRAWING: NOT TO SCALE



DESIGNER:

Carlee Hawkins  
hawkinscad@honcompany.com  
563.299.8150

DATE:

2/23/2022  
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PROJECT:

96065-1.cmdrw  
TEST ACCOUNT  
Delaware Cnty Gov Center

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# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

<b>DATE:</b>	April 19, 2022
<b>SUBMITTED BY:</b>	Michelle Signora, Planning
<b>ITEM TYPE:</b>	Grant
<b>AGENDA SECTION:</b>	Agreements / Contracts / Amendments / Purchases
<b>SUBJECT:</b>	Approval to submit a Grant application to Delaware Valley Regional Planning Commission for a Transportation & Community Development Initiative (TCDI) Grant.
<b>EXPENSE BUDGET LINE ITEM</b>	N/A
<b>ACCOUNT:</b>	
<b>ESTIMATED/ACTUAL COST OF</b>	N/A
<b>REQUEST:</b>	
<b>FUNDING SOURCE:</b>	Grant
<b>REVENUE TYPE:</b>	
<b>PURCHASING:</b>	
<b>GRANTS:</b>	Approval to Submit Grant
<b>ADDITIONAL COMMENTS:</b>	DVRPC staff will manage the TCDI procurement process and contract with a qualified consultant on behalf of the applicants.
	The Route 291 corridor through Chester City has been identified as the preferred route for completed the East Coast Greenway. The East Coast Greenway is a 3,000-mile trail that connects Calais, Maine to Key West Florida. The route is anticipated to run through Delaware County's six riverfront municipalities (Marcus Hook Borough, Trainer Borough, Chester City, Eddystone Borough, Ridley Township, and Tinicum Township). Portions of this have already been completed. This grant application focuses on the proposed section of the East Coast Greenway, Irving Street to Ridley Creek, through Chester City, an Act47 financially distressed municipality. A key

recommendation from the “PA 291 Area Study,” completed by DVRPC in 2015 to address these issues, was to implement a new cross-section design for PA 291. A Road Diet will be one of the potential options investigated in this study.

**ATTACHMENTS:**

[RESOLUTION TCDI.docx](#)

RESOLUTION  
of  
DELAWARE COUNTY COUNCIL  
with respect to a  
Transportation & Community Development Initiative (TCDI) Grant

WHEREAS, the County of Delaware supports the request for planning grant dollars from the Delaware Valley Regional Planning Commission (DVRPC); and

WHEREAS, the County of Delaware fully understands that DVRPC will provide project management and oversight of the planning grant, if chosen for funding; and

WHEREAS, the County of Delaware fully understands the application requirements including county coordination and attachments; and

WHEREAS, the County of Delaware fully understands that DVRPC will provide project management and oversight for the grant and advise on the qualifications-based procurement process, if required; and

WHEREAS, the County of Delaware fully understands that DVRPC will contract directly with a consultant chosen through a fair and open procurement process on behalf of the project sponsor; and

WHEREAS, that Delaware County Council hereby authorizes the Delaware County Planning Department to submit an application to DVRPC for a TCDI planning grant; and

NOW, THEREFORE, BE IT RESOLVED, the County of Delaware agrees to, if selected for the TCDI grant, to take all necessary action to complete the project associated with the grant agreement within the 24-month timeframe, and submit the final deliverable to DVRPC; and

Provide proof of adoption or acceptance of the final deliverable by the governing body through a resolution that must be submitted no later than December 31, 2024 to DVRPC.

Adopted this day \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_

By a vote of: \_\_\_\_ in favor \_\_\_\_ against \_\_\_\_ abstain

BY: \_\_\_\_\_ Secretary/Clerk of

)



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Danielle Hibberd, Adult Probation and Parole

**ITEM TYPE:** Grant

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to submit application to Pennsylvania Commission on Crime and Delinquency for the Drug/Alcohol Treatment based RIP & IP grant in the amount of \$555,000.00 for FY2022-2023.

**EXPENSE BUDGET LINE ITEM** 26-1843-504000

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** N/A

**REQUEST:**

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:** Approval to Submit Grant

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**

[RIP Grant.pdf](#)

**PENNSYLVANIA COMMISSION ON CRIME AND DELINQUENCY**  
**Office of Justice Programs**

**1. Overview:**

The Pennsylvania Commission on Crime and Delinquency (PCCD) is now accepting applications for funding under the 2022-2023 Intermediate Punishment Treatment Program initiative. Funding is contingent upon the availability of funds within the final FY 2022-2023 state budget. The primary purpose of the grant program is to support restrictive conditions imposed as part of county probation. Act 115 of 2019 replaced County Intermediate Punishment (CIP) as a sentencing option with an Order of Probation, for which restrictive conditions may be imposed. CIP programs are restrictive conditions of probation imposed under section 9763 (c) or (d) (relating to adoption of guidelines for restrictive conditions).

Under this Act, the court may order probation and specify the length of supervision, up to the maximum sentence, but in imposing probation, the court must consider the Pennsylvania Commission on Sentencing's (PCS) guidelines for probation and restrictive conditions of supervision and to specify at the time of sentencing the conditions of probation and restrictive conditions.

Probation conditions for DUI offenders require offenders to undergo a drug and alcohol assessment prior to having probation imposed. If the offender is found to be in need of additional treatment, the offender can only be sentenced to probation if it includes treatment as well as restrictive conditions, including inpatient treatment and significant restrictions on the offender's movement, electronic monitoring and home confinement, partial confinement in a program such as work release, or any combination of these programs. For offenders in need of additional treatment, current law requires the imposition of a minimum and maximum sentence and that sentence may be served in county jail.

The goal of the 2022-2023 Intermediate Punishment Treatment Program remains to divert individuals from county jail or state prison and provide the necessary treatment for individuals with substance use or mental health disorders, thereby reducing recidivism and increasing public safety.

**2. Funding Availability:**

Funding is contingent upon the amount approved as part of the Fiscal Year 2022-2023 state budget. **Counties may not submit applications requesting funds in excess of the amounts listed in the Maximum Allowable Request column in the chart included as Appendix A.**

Counties are required to have any clients that are eligible for Medical Assistance (MA) apply for benefits from the Pennsylvania Department of Human Services (DHS) county offices. Leveraging MA as the first source of funding will allow counties to increase the number of clients served and/or increase the scope of treatment-related services not covered by MA.

Award letters will be available in Egrants after the applications are approved.

## Appendix "A"

### Fiscal Years 2022-2023 Intermediate Punishment Treatment Funds

**Maximum State Funds Allowable:** The amount of state funds requested for the one-year project period shall not exceed the amount identified per county in this column. Awards are contingent upon the availability of funds in the final FY 2022-2023 state budget.

**Supervision and Non-treatment Services:** Of the state funds requested, the amount budgeted for Supervision and Non-treatment Services, for the one-year project period, shall not exceed the amount identified per county in this column.

*The maximum allocation amounts in the chart below represent funding based on FY 2021-2022 levels. Please note: If we receive requests beyond the amount of funds available in the final state budget, you will be required to reduce the amount requested in your application.*

<b>County</b>	<b>Maximum State Funds Allowable</b>	<b>Supervision and Non-treatment Services</b>
Adams	\$90,000	\$35,000
Allegheny	\$1,400,000	\$560,000
Armstrong	\$125,000	\$35,000
Beaver	\$95,000	\$35,000
Bedford	\$90,000	\$35,000
Berks	\$410,000	\$200,000
Blair	\$315,000	\$95,000
Bradford	\$100,000	\$35,000
Bucks	\$216,000	\$72,000
Butler	\$260,000	\$88,000
Cambria	\$90,000	\$35,000
Cameron	\$90,000	\$35,000
Carbon	\$90,000	\$35,000
Centre	\$130,000	\$65,000
Chester	\$500,000	\$185,000
Clarion	\$165,000	\$71,000
Clearfield	\$90,000	\$35,000
Clinton	\$115,000	\$69,000
Columbia	\$90,000	\$35,000
Crawford	\$270,000	\$95,000
Cumberland	\$315,000	\$148,000
Dauphin	\$325,000	\$176,000
Delaware	\$555,000	\$260,000
Elk	\$90,000	\$35,000
Erie	\$250,000	\$90,000
Fayette	\$180,000	\$108,000
Forrest	\$90,000	\$35,000
Franklin	\$250,000	\$90,000
Fulton	\$90,000	\$35,000
Greene	\$90,000	\$35,000
Huntingdon	\$90,000	\$35,000
Indiana	\$135,000	\$56,000
Jefferson	\$160,000	\$60,000



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Jamal Johnson, Personnel

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval of Contract for UAW Workers Union, public defender's office.

**EXPENSE BUDGET LINE ITEM** TBD

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** 682K Impact for FY 2022

**REQUEST:**

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**

[Final UAW Collective Bargaining Agreement 3.16.2022.pdf](#)

**AGREEMENT**

**Between**

**THE COUNTY OF DELAWARE**

**and**

**INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA**

**Effective March 11, 2022 through December 31, 2024**

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## **PREAMBLE**

These articles constitute an agreement, terms of which have been negotiated in good faith, between the County of Delaware (hereinafter referred to as the "County") and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (hereinafter referred to as the "Union") representing the attorneys in the Delaware County Public Defenders' Office. This Agreement shall be subject to approval by Delaware County Council (hereinafter referred to as the "Council"). This Agreement was entered into for the purpose of setting forth the mutual understandings of the parties regarding wages, benefits, and working conditions.

## **INTRODUCTION**

The County and Union agree that public defense must take a client-centered approach to helping indigent persons and that developing, promoting, and supporting programs to improve the justice system, increase racial equity, and improve community-based resources for indigent clients is part and parcel of providing quality public defense. The Parties agree that the independence of public defense and public defenders is necessary for quality public defense. The Parties also agree that maintenance of appropriate legal standards is necessary for quality public defense. The Parties agree that their goal is to provide adequate staff and resources so that attorneys and staff can provide the Delaware County Public Defenders' Office clients with high quality representation and be paid reasonable wages and benefits. This Introduction is not subject to the grievance or arbitration procedure contained in this Agreement and may not be used to support any grievance or in any arbitration

relating to any other provision of this Agreement.

## **ARTICLE 1. Management Rights and Departmental Oversight**

Except as provided elsewhere in this Agreement, matters of inherent managerial policy are reserved exclusively to the County. Such functions include but are not limited to such areas of discretion or policy as the functions and programs of the County; standards of service, qualifications and certifications and programs of the County; standards of service, qualifications or certifications for position, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel; the right to establish, and from time to time, amend or revise all policies and procedures; management and oversight of the Public Defenders' Office and the direction of the workforce; the right to hire; discipline; discharge; layoff; promote; schedule; determine the hours of work; promulgate and promote work rules and regulations; to assign work, cases, duties and tasks within each case or relating to each client represented by the department; create, organize, enlarge, or reduce the department, and to create, enlarge, reorganize or discontinue job assignments or job classifications; to create new programs or to assign attorneys and employees in the bargaining unit as necessary, desired or required; introduce new or improved equipment, computer systems or programs; and to carry out other ordinary and customary functions of management and to exercise other inherent managerial prerogatives whether or not exercised by the County prior to the execution of this Agreement.

The parties to this agreement expressly recognize that the Public Defenders' - Office and the County are responsible to ensure that all the clients of the Public

Defenders' Office receive the best representation possible and that all attorneys in the department are prepared and able to provide such representation in all cases.

The management of the department shall thus exercise the appropriate supervision of all aspects of all cases and take all necessary action, including reassigning attorneys, the work being performed, the work that in the discretion of management is necessary to be performed, and individual tasks or workloads to ensure that work on all cases is completed in a manner that provides the client with the best representation possible. No provision of this Agreement is intended to limit the County in that mission and should not be interpreted in a manner that would have such an effect.

The above list of specific rights in this Article is not intended to be, nor shall it be considered restrictive or a waiver of any rights of management not listed, whether or not such rights have been exercised by the Employer in the past. Any dispute that may arise in connection with the exercise of any inherent managerial right shall not be arbitrable; provided, however, that the question of whether or not the exercise deals with a managerial right is a proper subject for arbitration.

## **ARTICLE 2. Recognition**

Pursuant to the certification issued by the Pennsylvania Labor Relations Board in Case No. PERA-R-20-200-E, the County recognizes the Union as the exclusive bargaining agent for all full-time and regular part-time professional employees who are directly involved with and necessary to the functioning of the courts but who are not hired, fired and directed by the courts including, but not limited to, assistant public defenders; and excluding the chief public defender, first

assistant public defender, management level employees, supervisors, first level supervisors, confidential employees, and guards as defined by the Public Employee Relations Act (“PERA”).

### **ARTICLE 3. Union Dues and Fees**

All employees working in the bargaining unit shall be eligible for membership in the Union. Each employee hereinafter hired shall, upon completion of their probationary period, become eligible for membership in the Union.

The County shall report new hires to the Union not later than one (1) month following the date of hire.

The County agrees to deduct the Union initiation fee and monthly Union membership dues, as certified to the County in writing by the Financial Secretary of the Local Union, in accordance with its Constitution and By-Laws. Said fees shall be deducted from the earned gross wages of any bargaining unit employee who has authorized the County to make such deductions, in writing and on the proper forms, that are approved by the Union and the County. No deduction shall be made until the authorization form is signed and returned to the County and such deductions will continue to be made if such authorization form is not revoked by the employee. Likewise, no deduction shall be made that is prohibited by applicable law.

By the 10<sup>th</sup> of each month, the County will forward the following to the Financial Secretary of the Local Union: 1) a remittance in the amount of such deductions made from the pay of all bargaining unit employees who have authorized such deductions and 2) a list indicating the names and amounts deducted from each. The Union shall notify the County, in writing, of any errors on the list.

If this provision or the application of this provision is questioned or challenged in any way by any person and in any forum (hereinafter referred to as "Challenge"), the Union shall hold the County harmless and indemnify the County from any financial cost or loss incurred as a result of such a Challenge, including but not limited to any penalties, costs, damages, fees, and all attorney fees and costs, and the cost of implementing or maintaining any equitable relief. This indemnification shall be deemed to be risk shifting to the Union and not risk sharing by the County or the employee.

#### **ARTICLE 4. Probationary Period**

All new employees shall be considered probationary employees for a period of ninety (90) days during which they have no seniority and may be discharged for any reason by the County without recourse to the grievance and arbitration procedure. During the probationary period, employees shall not be eligible for any other benefit in this Agreement except healthcare and sick leave as outlined in Article 25 of this Agreement.

The County, within its discretion, may extend the probationary period for up to another forty-five (45) days. However, the County must inform the Union and the employee of such decision by the expiration of the initial (90) day probationary period. Any decision to extend the probationary period shall not be subject to the grievance or arbitration procedure. If an employee is retained beyond the initial ninety (90) day probationary period, or after the expiration of any extension of the initial 90-day probationary period expires, as a regular employee of the County, the employee shall thereafter be classified as a regular employee and their seniority shall

commence as of their date of hire.

## **ARTICLE 5. Informing New Employees of UAW Representation**

The Union is recognized as the sole collective bargaining agent for all eligible employees in the unit described in Article 2, Recognition. The County agrees to inform all new employees, who may be eligible for membership in the Union, of the Union's status as sole collective bargaining agent for all eligible employees in the unit.

The County agrees to provide new employees in the bargaining unit with at least an hour of time within their first week of employment to meet with a Union representative who will orient the employee on the collective bargaining agreement and other relevant Union information.

A union representative may be included in the orientation conducted by the County, if that representative is available. Union information relating to a new hire's employment will be included in the orientation materials provided at orientation in the same form as other information is provided to employees.

## **ARTICLE 6. Labor-Management Committee**

The Union and Management recognize the importance of Labor-Management relations and meeting to discuss items of importance to either or both parties in a Labor-Management Committee (hereinafter referred to as "Committee") format. All items of interest to either side may be presented at these meetings. However, matters which are the subject of pending grievances shall not be discussed.

The Committee shall be comprised of four (4) total members with two (2)

members representing both the County and the Union, respectively. Fifty percent (50%) representation of each group shall constitute a quorum for any meeting. Each party will determine its representatives. The County and Union members of the committee shall serve at the pleasure of the County or the Union, respectively. In the event a member can no longer serve, the committee seat shall be filled by the respective side (i.e. Union or County) prior to the next regularly scheduled meeting after the departure. The Chairperson for each side shall designate one (1) alternate member who shall not ordinarily be invited to meetings except where:

1. An emergency situation has arisen and a meeting is required, and;
2. A quorum of the standing committee could not be seated in time for the emergency meeting.

The Committee shall meet no less than quarterly and at all other mutually agreeable times. Either side may request a meeting outside the regularly scheduled time. A meeting outside the regularly scheduled time shall convene when it is mutually convenient. Meeting requests may be made in writing or via e-mail with the agreement of at least two (2) of the standing committee members from the side requesting the meeting.

All items for discussion shall be e-mailed to the other side for the purpose of preparing a meeting agenda no less than forty-eight (48) hours prior to the meeting date.

The work of the committee shall not duplicate the work of any other such committees created under the Collective Bargaining Agreement or an ad hoc basis to address union or management related concerns (i.e., collective bargaining negotiation meetings or effect bargaining meetings). Such meetings shall address

issues or concerns raised by the Union or the County but shall not be used to renegotiate provisions of this collective bargaining agreement or to collectively bargain any other issue, including but not limited to any issue that was discussed during the negotiations for this collective bargaining agreement, but which was not included in this Agreement. Final decisions can be made only at any meeting at which the full four-member committee is present. Any such final decision made in these meetings that require County Council or Public Defender approval shall not be binding unless approved by Council or the Public Defender, as appropriate.

## **ARTICLE 7. Representation**

For purposes of UAW representation, there shall be two (2) stewards and two (2) alternate stewards. There shall be one Chairperson for this unit.

In order to maintain harmonious relations between the parties, the Chairperson, Stewards, and alternate stewards will be permitted to conduct Union business during working hours and will be permitted to meet with members as necessary, so long as permission for such a meeting is granted by the appropriate supervisor prior to the meeting taking place. Such permission shall only be refused if the meeting will interfere with the representation of a client, obligations to the Court, the operations of the Public Defenders' Office, or compliance with the Pennsylvania Rules of Professional Conduct.

## **ARTICLE 8. Work Release for Union Negotiations**

It is the intent of the parties to engage in good faith negotiations and endeavor to reach a collective bargaining agreement. As such, members of the bargaining

committee will be excused with pay from their regular assignment, upon request of the Union, for the purpose of attending and/or participating in negotiation sessions. Such meetings shall not be permitted or must be ended if the meeting interferes with the Office's or the participants' representation of a client, obligations to the Court, or compliance with the Pennsylvania Rules of Professional Conduct.

## **ARTICLE 9. Organizational Structure**

The organizational structure of the Public Defenders' Office shall be left to the sole discretion of the Public Defender. Any decision made by the Public Defender on this issue shall not be subject to the grievance or arbitration procedure of this Agreement.

For informational purposes only, at the time of the signing of this Agreement, generally, the Public Defenders' Office is organized into the following Units:

1. Pre-Trial
2. Juvenile
3. Adult Trial
4. Major Felony
5. Appeals
6. Diversion and Re-Entry

The current organizational structure, as noted above, may be changed or altered by the Public Defenders' Office when, in the discretion of the Public Defender, such an alteration or change is appropriate. Prior to the implementation of such change(s) or alteration (s), the Office of the Public Defender will provide a timeline for the proposed change(s) and a meaningful opportunity for Bargaining Unit members to

discuss concerns and provide feedback.

### **Section 1. Union Staffing.**

The County agrees to meet and discuss, at the request of the Union, concerning caseloads assigned to attorneys. The Office's decision regarding the issue of caseloads after a meet and discuss session is held shall not be subject to the grievance or arbitration procedure so long as the assignment of caseloads are not arbitrary, capricious, or retaliatory.

## **ARTICLE 10. Transfers, Vacancies, and Job Openings**

### **Section 1. Vacancies & Job Openings**

In the event of vacancy in any position in the bargaining unit of the Public Defenders' Office, the Public Defender will post notice of the vacancy in the Office for ten (10) calendar days. The Public Defender may also advertise the vacancy in a newspaper or other forum or source simultaneously with or after the internal notification period. The position shall be filled by the most qualified person, internal or external, in the judgment of the Public Defender. The decision of whether to fill a position or not is not subject to challenge through the grievance arbitration process.

The Public Defender also has the discretion and right to transfer any member of the bargaining unit from one position, unit or task to another position unit or task if by doing so, in the complete discretion of the Public Defender, such a transfer will best serve the mission of the Office.

### **Section 2. Transfers**

The Public Defenders' Office will manage attorney transfers in such a way

that best serves the interests of the Office of the Public Defender and its clients.

“Transfer” is defined as the reassignment of a bargaining unit member from one position, unit, or task. Before the Public Defender implements a transfer of a bargaining unit member from one position, unit, or task, the Public Defender or their designee shall confer with the affected member and, if requested, the member’s union representative and request that such member voluntarily agree to the transfer. The Public Defender shall consider the wishes of the member regarding the proposed transfer, but the ultimate decision to transfer an employee is left to the discretion of the Public Defender. The Public Defender shall have the right to transfer an attorney so long as said transfer is not arbitrary, capricious, or retaliatory. Simultaneous transfer of two (2) or more attorneys resulting in the positions being exchanged by the attorneys shall not be construed as creating vacancies.

An attorney may request to be transferred out of their current assignment at any time by making a written request to management. The written request for transfer should specify the name of the attorney, the length of time the attorney has served in their current unit and in prior units, and any other relevant facts that should be considered when management decides where to place the transferring attorney. An attorney who requests a transfer to a new unit may also list a preference to transfer to a particular unit or units. Such preferences shall be considered in transfer decisions. While all such requests to be transferred will be considered, the decision to do so shall be left to the discretion of the Public Defender and shall not be subject to the grievance or arbitration process.

When filling vacancies or new positions, management shall first consider volunteers who have asked to be transferred into or indicated interest, pursuant to

above, in the open position. Managers will consult with attorneys being considered for transfer to learn whether there are considerations that would make the transfer an unusual hardship at that time. The decision to fill vacancies or new positions shall be left to the discretion of the Public Defender and shall not be subject to the grievance and arbitration process.

## **ARTICLE 11. Personnel Records**

In accordance with the Pennsylvania Inspection of Employment Records Law and County policy, a bargaining Unit Member (“Member”) shall have the right to review their individual permanent personnel records and files at locations including, but not limited to, County offices and/or the Public Defenders’ Office, and/or any records storage facility inside or outside the County facilities.

Personnel records and files, for the purposes of this article, shall be defined in the Pennsylvania Inspection of Employment Records Law, and includes any application for employment, wage or salary information, notices of commendations, warning or discipline, authorization for a deduction or withholding of pay, fringe benefit information, leave records, employment history with the employer, including salary information, job title, dates of changes, retirement record, attendance records and performance evaluations. The term "personnel file and record" shall not include records of an employee relating to the investigation of a possible criminal offense, letters of reference, documents which are being developed or prepared for use in civil, criminal or grievance procedures, medical records or materials which are used by the employer to plan for future operations or information available to the employee under the Fair Credit Reporting Act.

When new material that could lead to discipline or impact a Member's compensation is placed in the Member's personnel file, the County will provide the Member with an opportunity to review and sign to verify that the Member has received a copy of such material. The Member's signature verifies that they had an opportunity to review compensation information and not that he/she/they agrees with the content of the information. The Member shall have a right to question and appeal through any applicable process, if any such process exists, with respect to the specific document from the personnel file or record in question. Requests for information contained within a Member's personnel record shall be granted in accordance with applicable Pennsylvania law. Information on Delaware County's Personnel Policy is incorporated herein as Appendix A.

## **ARTICLE 12. Health and Safety**

The County is committed to providing a safe and healthy work environment for employees. Employees are encouraged to share ideas, concerns, and/or suggestions for improved safety in the workplace with their Department Director or Designee. Upon the establishment of a county-wide Safety and Health Committee, there will be one spot reserved on this Committee for a bargaining unit member from the Public Defenders' Office.

## **ARTICLE 13. Union Leaves of Absence**

An unpaid leave of absence for a duration of one (1) to seven (7) business days may be granted to an employee to do work related to the Local and/or International Union, upon a written request from the employee and the Union no less

than ten (10) business days before the leave is requested to commence. Any such leave shall only be granted if it does not interfere with the operation of the Public Defenders' Office, the Office's or the participants' representation of a client, obligations to the Court, or compliance with the Pennsylvania Rules of Professional Conduct. Such leave must be ended immediately if it is determined that such leave will or is interfering with the operation of the Office, the Office's or the participants' representation of a client, obligations to the Court, or compliance with the Pennsylvania Rules of Professional Conduct. If such a leave must be ended immediately, such employee shall return to work as soon as possible. Only two (2) employees may be on such leave at any one time. The decision of whether to allow any employee to take unpaid union leave will be left to the discretion of the Public Defender and that decision shall not be subject to the grievance or arbitration procedure.

The total number of employees eligible for leave at separate times in any calendar year is limited to two (2) employees. Such leave shall be not paid or compensated in any way, except employees in a Union leave of absence status shall still be eligible for participation in medical benefit plans under the same terms and conditions applicable to active employees.

Upon the employee's return to work, they shall be reinstated at work in line with their seniority status in the classification and department in which they were engaged immediately prior to the Leave-of-Absence. County service and bargaining unit seniority shall accumulate throughout the period of the Leave-of-Absence provided the employee takes no more than seven (7) such leave days in a two (2) year period and unless such accrual is not permitted by law or a benefit plan or

policy.

#### **ARTICLE 14. Non-Discrimination**

The County and Union agree not to discriminate, coerce, or interfere in any way with any employee because of membership status in the Union, service, or activity as an elected or appointed Union Representative. The County agrees that no employee shall be disciplined or discharged solely because of service or activity as a member of the Union or appointed Union Official.

The Union and its members agree not to discriminate against any non-union members of the Public Defenders' Office or coerce them to join the Union.

#### **ARTICLE 15. County EEO Policies**

The County prohibits all unlawful harassment and discrimination, bullying, intimidation, and violence. Bullying includes any conduct that could fall within the definitions of harassment, but which may not be based on a legally protected class. Intimidation or bullying means any intentional written, verbal, or physical act, when the intentional written, verbal, or physical act physically harms another person or damages the individual's property; has the effect of substantially interfering with an individual's work environment or the terms and conditions of their employment; and/or is so severe, persistent, or pervasive that it creates an unreasonably intimidating or threatening environment in which to work or has the effect of substantially disrupting the orderly operation of the Public Defenders' Office or County work place. Bullying also includes social, physical, or psychologically abusive conduct that is threatening, humiliating, or intimidating, interferes with or prevents

work from being accomplished.

The County strives to create and maintain a work environment in which all people are treated with dignity, fairness, and respect. This County recognizes that it is essential that all employees can work in an environment free from all forms of illegal discrimination, harassment, and retaliation. For that reason, the County does not tolerate any conduct which does or has the tendency to discriminate or create a hostile work environment based on one's membership in a legally protected class. The County maintains policies on all such issues and such policies shall apply to all bargaining unit members and employees in the Public Defenders' Office. The County retains its managerial prerogative to amend, modify and otherwise change such policies in accordance with applicable law and this provision should not be interpreted as a waiver by the County of such rights.

Any employee who experiences or witnesses any incident which may constitute harassment or discrimination or any violation of the County's EEO policies must immediately report such incidents to the appropriate individual pursuant to the County's EEO complaint procedures, including but not limited to any complaint regarding the actions or conduct of any supervisors or third parties.

The County will investigate complaints of discrimination, harassment, or bullying according to its policies and in the manner it deems appropriate. The employee will be informed of the results of the investigation and how the issue was addressed by the Public Defenders' Office or County. Due to potential workplace issues and issues of confidentiality, no employee who was involved in the investigation, including the complainant, will be provided with any notes or investigatory report that may exist as a result of the investigation unless subpoenaed

or otherwise required by law.

## **ARTICLE 16. Holidays**

The County shall observe the following paid holidays in addition to any other holiday(s) in which County offices are officially closed that is not listed in this Agreement:

New Year's Day

Martin Luther King Day

President's Day

Good Friday

Memorial Day

Juneteenth (June 19<sup>th</sup>)

Independence Day

Labor Day

General Election Day

Veterans Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

Floating Holiday

Employees who call-out sick the day immediately preceding or immediately following a paid holiday may be required to substantiate their illness with a note from

a licensed medical professional to be eligible for pay for the above-listed holidays.

Absences not covered by accrued leave on the day immediately preceding or immediately following a paid holiday will render the employee ineligible for pay for the above-listed holidays

Any employee who plans to take a floating holiday in any calendar year must notify the Public Defender or First Assistant Defender within sixty (60) days of the requested floating holiday.

### **ARTICLE 17. Force Majeure Clause**

In the event of disaster or emergency, including but not necessarily limited to any state of emergency declared by any federal, state, or local governmental agency or authority, flood, fire, epidemic, pandemic, catastrophe, or natural disaster, the County or the Public Defender may temporarily suspend any provision of this Agreement as may be necessary during the pendency of such disaster or emergency. Any such suspension shall be subject to effects bargaining. Upon the conclusion of the emergency, the temporary suspension shall be withdrawn, and all provisions of the agreement shall again become effective.

### **ARTICLE 18. Outside Employment**

Private practice in litigation and non-litigation matters in any organized, regular fashion, whether in Delaware County or any other jurisdiction, is prohibited. Representation by a Public Defenders' Office attorney of any person in any type of legal matter, with or without any fee whatsoever, is also prohibited, subject to the restrictions outlined herein:

1. A Public Defenders' Office attorney is permitted to represent themselves in any non- Public Defenders' Office related matter in any local, state, or federal court system. This rule applies equally to appearances in court or using one's own name in pleadings.
2. Office of the Public Defender attorneys can, on occasion, represent a family member or a close friend, provided that such activity takes place on the attorney's own time, does not conflict with any Defender work schedule and such representation is approved in writing by the Public Defender or the First Assistant Public Defender prior to the representation commencing. Likewise, the representation of a relative or close friend, even where no fee is involved and even if on an attorney's vacation or personal leave time, may be undertaken only with the express, prior consent of the Public Defender or, in their absence, the First Assistant Defender.

Employees' activities and conduct away from the job must not compete or conflict with or compromise the interests of the Public Defenders' Office, or adversely affect job performances and the employees' ability to fulfill any responsibilities to the Office. An employee must notify their immediate supervisor of outside employment if the job is similar to that performed for the Public Defenders' Office or if the employment is with an agency that interacts with the Office in a professional capacity.

No Public Defenders' Office attorney shall engage in outside employment that would require the employee to obtain a professional license by the Commonwealth of Pennsylvania or any other jurisdiction for the following professions: accountant, architect, real estate appraiser, chiropractor, dentist, engineer, land surveyor,

geologist, funeral director, medical doctor, nurse, nursing home administrator, occupational therapist, optometrist, doctor of osteopathic medicine, pharmacist, psychologist, physical therapist, podiatrist, radiologist, real estate agent, licensed social worker, professional therapist, counselor, speech pathologist, car dealer, or veterinarian.

Attorneys not currently in compliance:

- a. Attorneys will be given six (6) months from the effective date of this Agreement to comply with this policy.
- b. Attorneys who are not in compliance with this policy shall provide the Public Defender and First Assistant with a description of the nature of the non-compliance and description of their plan to become in compliance with this policy within two (2) months of the effective date of this Agreement.
- c. Attorneys who cannot comply within six (6) months due to an ethical obligation or valid court order shall be granted additional time to comply, as the ethical obligation or court order requires. Attorneys shall disclose the ethical obligation or court order pursuant to subsection (b) of this Article and shall make reasonable efforts to come into compliance as soon as practicable as the ethical obligation permits. No attorney shall be disciplined for noncompliance due to an ethical obligation or valid court order.

## **ARTICLE 19. Grievance Procedure**

A “grievance” under this Agreement and for the purposes of this provision shall be defined as any dispute that involves the interpretation, implementation, or application of this Agreement. A “grievance” under this Agreement and for the purposes of this provision shall also include any decision by the County to discharge, demote, or suspend an employee under this Agreement. A grievance shall not include any verbal or written reprimand, counseling, or caution provided to an employee by the County.

Any grievance or dispute shall be handled in the manner provided by this Article. Any grievance not presented within ten (10) working days, (excluding Saturdays, Sundays, and Holidays) from the date of occurrence or when the employee becomes aware or should have become aware of the occurrence will be time barred and will not be recognized. In cases of discharge, the grievance may be presented within fifteen (15) working days.

Step 1: The Union Steward and/or Business Agent must present the grievance, signed by the Business Agent and/or the Union Steward, to the First Assistant Defender and Public Defender within ten (10) business days after the employee or Union knows or should have known of the incident giving rise to the grievance. The County will respond within ten (10) business days or the grievance shall be deemed to be denied.

Step 2: If the Union and/or Business Agent, the First Assistant Defender, and Public Defender fail to reach an agreement or adjustment satisfactory to the parties, the Union may, at its discretion, submit the grievance to the County

Human Resources Manager or their designee within ten (10) business days of the denial at Step 1 or when the grievance is deemed to be denied. The County shall respond within ten (10) business days, or the grievance shall be deemed to be denied.

Step 3: If the Union and the County fail to reach an agreement at Steps 1 and 2 of the grievance procedure, the Union may, at its discretion, submit the grievance to arbitration within ten (10) business days of denial at Step 2 or when the grievance is deemed to be denied.

## **Section 1. Arbitration**

Any unsettled grievance, which has been processed through Steps 1 and 2 of this Article, which involves the interpretation or application of this Agreement, may be referred to arbitration as a remedy at the Step 3. Referral to arbitration shall require written notice to that effect to the County within ten (10) business days after receipt of the decision in Step 2, or the expiration of the ten (10) day period where a decision has not been rendered. Said notice shall specify the provisions of this Agreement alleged to be in violation, identify the grievant and shall have attached to it a copy of the grievance.

The arbitrator shall be jointly selected by the parties within seven (7) calendar days after notice has been given. If the parties fail to agree on an arbitrator, the party seeking arbitration must notify the American Arbitration Association (“AAA”) and request a list of arbitrators within fourteen (14) days of the expiration of the time to answer at Step 2 or within fourteen (14) days of the expiration of the time to answer at Step 2. The AAA procedures for selection of the arbitrator shall apply.

The fee of the arbitrator and cost of the arbitration shall be borne equally by the County and the Union. The decision of the arbitrator shall be final and binding upon both Parties and any award shall be promptly put into effect, subject to any appeal under applicable law. No decision of the arbitrator may be binding upon the employer if the effect of the decision would:

- (a) Violate the laws of the Commonwealth of Pennsylvania;
- (b) Be contrary to the express terms of the Agreement between the parties hereto; and/or
- (c) Interfere with the employer's managerial rights under applicable law to the extent such rights are not expressly limited by any provision of this Agreement and the issues before the arbitrator do not involve an interpretation of such provision. The parties further agree that no arbitration decision or provision of this agreement shall be implemented if the implementation of that award or provision would be in violation of Sections 703 and 903 of the Pennsylvania Employee's Relations Act, and any decision of an arbitrator requiring legislative action, shall only be effective if such legislative action is enacted.

In rendering a decision, the arbitrator shall be confined to the meaning and interpretation of the particular provision of this Agreement which gave rise to the grievance.

The arbitrator shall have no authority to:

- i. Amend, modify, change, add to, subtract from, or ignore any applicable provision of this Agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement, or to alter any wage rate or wage structure as provided for in this Agreement;
- ii. Award any monetary compensation or pay other than actual wages lost, unless said compensation is specifically provided for in this Agreement. In making this calculation, the arbitrator shall consider an employee's obligation to mitigate damages, including any unemployment compensation or other income or compensation that an employee received while suspended or discharged through mitigation.

No employee shall be docked by the County for time lost as a result of attendance at any of the first three steps of this grievance procedure.

If a grievance is not appealed within the time limits hereinbefore set forth, the grievance shall be deemed to be settled based on the decision last made and shall not be eligible for further discussion or appeal. If a decision is not rendered within the time limits set forth, then the grievance shall be deemed to be denied and the grievance may be appealed to the next step if within the time limits established for such appeal.

Any time limits as provided at any level above may be extended by mutual agreement of the parties, provided such agreement is in writing.

## **Section 2. Mediation**

The parties may agree, in writing, to participate in mediation during the pendency of arbitration. The parties shall agree on a mediator. However, if they

cannot agree within five (5) business days, then a local mediation service provider shall appoint a mediator. The mediation session shall be held within at least twenty (20) days of the retention of the mediator and last for one full mediation day before any party has the option to withdraw from the process. A party may withdraw from the process by delivering a written notice to terminate mediation via mail and/or email. The fees and costs of mediation shall be borne equally by the County and the Union.

### **Section 3. Past Practices**

Except as modified by the terms of this Agreement, no decision or award of an arbitrator shall be based upon past practices of the County, or the common law of the Contract.

## **ARTICLE 20. Just Cause**

No employee who has completed their probationary period shall be discharged, demoted, or disciplined without just cause. Discipline is defined as a suspension of more than one (1) day or termination. The County has a right to discipline an employee consistent with the terms of this Agreement or terminate the employment of any employee who cannot perform the essential functions of the employee's position with or without a reasonable accommodation, consistent with applicable law.

## **ARTICLE 21. Employee Rehabilitation Program Committee**

The County's substance abuse policy, as amended from time to time, shall be incorporated herein.

## **ARTICLE 22. Seniority, Layoff & Recall**

### **Section 1. Seniority**

“Seniority” for all purposes except for wages, pension and healthcare benefit issues shall mean, for the purposes of this article, an employee’s length of continuous service with the Public Defenders’ Office since the date of hire or transfer into the unit. With respect to eligibility for pension and healthcare benefits, seniority shall be determined by county-wide seniority consistent with the applicable law and benefit plan documents. Except as otherwise stated in this Agreement and to the fullest extent permitted by law and for the purposes permitted by law, seniority shall accumulate during absences due to illness or leave of absence as long as such seniority is not terminated in accordance with other provisions of this Agreement.

“Continuous Service” shall be automatically broken by voluntary resignation, involuntary discharge, retirement, or a layoff of twelve (12) months or more, or job abandonment. This provision is for purposes of seniority only and employee remains subject to the disciplinary action outlined in this Agreement. Subject to the other provisions in this Article and Agreement, “Continuous service” shall not be broken when an employee is on approved leave or short-term layoff, including but not limited to, 1) approved union leave of absence, layoff for less than twelve (12) months, 3) FMLA leave in compliance with County policy, 4) short term disability, 5) rehabilitation for any medical, emotional, or psychological reason, and 6) parental leave approved by the County and consistent with County policy. Nothing in this article is intended to guarantee any specific term of leave.

In the event of a rehire, seniority prior to such break will be credited if rehire

occurs within six (6) months from the date of such break in employment, the employee did not terminate employment due to a discharge for cause or a resignation in lieu of such discharge, and the employee maintained all credentials, licensing and continuing education requirements at all times since the commencement of the break in service. With respect to specific benefits of employment, such seniority shall not be credited if it is not permitted by any benefit plan or applicable law.

The County will furnish the Union with an updated seniority list on a monthly basis. The County will provide the Union with a copy of a new bargaining member's offer letter no later than their start date with the County. The County agrees, upon request, to supply the Union with a list containing the names, addresses, emails, phone numbers of all employees covered by this Agreement including their length of service with the County and current wage rate.

## **Section 2. Retention of Seniority by Managers**

Employees who leave the bargaining unit to work in non-bargaining unit positions may return to fill vacancies within the bargaining unit consistent with such employee's seniority. In these circumstances, the returning attorney shall be credited all seniority consistent with the foregoing definition. This accord shall not affect the accrual of time applicable to any County Pension and benefits programs.

### **A. Pre-Layoff Meeting.**

When the need for a reduction in force/layoff or a furlough is anticipated, the County, to the extent possible, shall provide at least three (3) weeks' notice during which time the County and the Union may meet to explore ways to minimize, or eliminate, the need for involuntary layoff(s) that are acceptable to the County. The decision to accept any alternative discussed is in the discretion of the County and is

not subject to the grievance or arbitration procedure contained in this Agreement. A furlough, which is defined as a temporary termination of employment or a reduction in a schedule which results in an employee working fewer, alternating, or intermittent days, shall not be governed by the three (3) week notice requirement in this provision or by the remainder of this Article, but the parties still may discuss alternatives to the furlough but any decision relating to such discussions shall be left to the discretion of the County and any decision by the County shall not be subject to the grievance or arbitration procedure.

### **Section 3. Layoff Procedures**

In the event the County determines that a layoff is necessary the below procedures shall be followed:

i. Written Notice of Layoff.

When layoffs are deemed necessary by the County, the County will provide written notice to the Union and the affected employee(s) at least three (3) weeks prior to the effective date of the layoff.

ii. Order of Layoff

If a reduction in the number of bargaining unit employees occurs, the order of layoff shall be determined by the County based on seniority unless the County determines that a person with less seniority has a specialized skill set necessary to perform the available and required work.

iii. Benefits Upon Layoff.

All laid-off employees shall continue to be eligible for insurance programs pursuant to COBRA by paying the cost of continuing these benefits, as required by law and County policy. In the event of layoff, a laid off employee shall be entitled to be paid

for earned but unused vacation and sick time consistent with County policy relating to such benefits either in bi-weekly installments or in a lump sum.

In the event of a layoff, any restrictions on side work or alternative legal work shall not apply until such employee may be recalled to work as outlined below, at which point such policies shall again apply.

#### **Section 4. Recall**

Delaware County and the Public Defenders' Office shall maintain a Recall List, by seniority in classification, of all laid off employees. Laid off employees shall maintain their placement on the seniority list for recall for a period of twelve (12) calendar months from the effective date of the layoff unless recalled. A laid off employee retains recall rights under this Agreement even if that employee accepts another classification or temporary position within the County. The Recall List will be made available to the Union and will be updated to the Union when necessary to clarify the status of the laid off employees. Upon layoff, the employee(s) affected will be placed on the Recall List.

Employee(s) will be recalled based on seniority except when the County determines that a person with less seniority has a specialized skill set necessary to perform the available and required work, upon the first vacancy or opening. Employees will be notified of their recall via U.S. First Class Mail, return receipt requested, in addition to e-mail. Employees will have fourteen (14) days to accept or reject the recall offer via e-mail. The employee shall have the right to reject a recall order without suffering a termination of their employment. In the event an employee rejects recall, the next in line of seniority will be recalled to work and the employee who rejected work recall be placed on the bottom of the Recall List. In the event of a second rejection of return to work, the employee will be removed from the Recall List. Recalls

shall continue until all employees are restored to work or the positions are eliminated by the County or there are no names remaining on the recall list. The County will not fill positions of a laid off employee in the Public Defenders' Office with new hires, or outside workers while the employee subject to this Agreement remains on layoff subject to recall, absent exigent circumstances or an emergency or it is not possible to do otherwise.

The County will use bargaining unit employees, in order of seniority, who are on the recall list to fill any temporary positions performing bargaining unit work in the Public Defenders' Office before employing anyone else outside of the Recall List or not already employed by the Public Defenders' Office. An employee on the recall list who is offered temporary work may decline the temporary work without jeopardizing their recall rights under this section; however, after all employees on the Recall List decline an offer of temporary work, the County may hire a temporary worker outside the Recall List to perform the work. The County and Union may agree to bypass the requirement to contact all employees on the recall list if there is an emergency need to fill a position. For the purposes of this Agreement, a temporary position or work is defined as work lasting no more than 180 calendar days.

## **ARTICLE 23. Bargaining Unit Work**

Any and all cases handled by management (prior to the effective date of this Agreement and/or which they subsequently assign to themselves), will continue to be handled by management for continuity and the best interest(s) of the client, except where, in the sole discretion of management, the management function or client need is best served through delegation of cases, such as for emergencies

arising out of circumstances which call for immediate action to avoid an interruption of critical services.

If a supervisory or managerial employee needs to hand off/transfer a case to an employee, they shall meet with the employee to affect the orderly transfer of the client's case and not disrupt or adversely affect the client's representation.

#### **ARTICLE 24. Fully Bargained Agreement**

This Agreement constitutes the final collective bargaining agreement between the parties. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. The duration of this Agreement will span a three (3) year period following the date of its implementation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Agreement, along with any County or Department policy, is the final and only agreement and supersedes all prior agreements and extinguishes all actual or alleged past practices between the parties relating to any operational, wage, compensation or benefit issue that is not expressly provided in this collective bargaining agreement, regardless of whether such practices are written or oral, existing or alleged to exist or alleged to have existed prior to the execution of this collective bargaining agreement.

This Agreement shall not be modified or amended in whole or in part in any way or manner, except if such amendment or purported practice is reduced to writing

and duly executed by both parties.

## **ARTICLE 25. Leave**

### **Section 1. Sick Leave**

Commencing January 1 of each year, employees shall earn sick leave at the rate of one (1) day per month. Employees may utilize sick days immediately upon employment. Probationary employees shall be allowed to utilize accrued sick days during their probationary period. A probationary employee is prohibited from utilizing unaccrued sick leave during their probationary period.

Unused sick leave shall be cumulative and available for future use provided that the balance of the credit at any time shall not exceed thirty (30) days.

Sick leave shall be used when an employee is required to be absent from work because of any of the following:

- (a) Illness of employee or dependent child;
- (b) Necessary medical or dental attention that cannot be scheduled during non-working hours; or
- (c) Paid leave for employees related to pandemic conditions will be related to County Health Department guidelines regarding infectious disease.

Proof of illness, in the form of a note from an appropriate licensed medical professional, shall be required if an employee is absent for more than three (3) consecutive work days. In circumstances where the County has reasonable grounds to believe that the employee has been, or is, abusing this sick leave, a note from an appropriate licensed medical professional may be required by the County for absences of less than four (4) days.

Any employee, who utilizes this sick leave policy, must notify management immediately in order to find coverage for court appearances and any other scheduled matter.

## **Section 2. Vacation**

After the first three (3) months of employment, an employee shall earn two (2) vacation days per month for the remainder of the year subject to a maximum of fifteen (15) days.

Beginning on January 1<sup>st</sup> of the calendar year following the competition of three (3) months, the employee shall be entitled to fifteen (15) days of vacation which shall be earned at a rate of three (3) days per month by working the months of January to May. Vacation days may be used any time after they are earned.

If an employee begins work on or before the fifteenth (15<sup>th</sup>) day of any month, the month will be counted as a month worked toward earning vacation entitlement. If an employee begins work on the sixteenth (16<sup>th</sup>) day of the month or thereafter, the month will not count. The following schedule shall apply after competition of an employee's first year:

Years of service 1-10:	15 days
Years of service 10-15:	20 days
Years of service 15+:	25 days

## **Section 3. Accumulated Vacation Leave**

If an employee earned at least two (2) weeks' vacation per year, they may carry five (5) vacation days into the new calendar year. However, these five (5) days must be taken before the end of June. If these days are not taken before the last day

of June, they are forfeited.

Employees intending to carry over vacation days must provide written notification of their intentions to the Public Defender and Personnel/Employee Benefits Department by September 30<sup>th</sup> of the year preceding the carryover.

If an employee's date of hire anniversary is after the 15<sup>th</sup> day of December, the employee will not receive the additional week of vacation (i.e., the 3<sup>rd</sup>, 4<sup>th</sup>, or 5<sup>th</sup> week) until the following calendar year.

#### **Section 4. Eligibility for Payment at Termination**

Employees who resign voluntarily or whose employment has been terminated will be compensated for all earned unused vacation in a lump sum payment within thirty (30) days from the last date of employment.

#### **Section 5. Funeral & Bereavement Leave.**

In the event of the death of a member of the immediate family an employee shall be allowed up to four (4) days of pay for the purpose of attending to the arrangements of the funeral and/or attendance at the funeral. Immediate family member shall be defined as spouse, child (including dependent children), stepchild, father, stepfather, mother, stepmother, brother, stepbrother, sister, and stepsister.

In the event of the death of a family member an employee shall be allowed up to three (3) days of pay for the purpose of attending to the arrangements of the funeral and/or attendance at the funeral. Family member shall be defined as grandparent, grandchild, foster child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, and daughter-in-law, grandparent-in-law.

In the event of the death of a close relative an employee shall be allowed one (1) day of pay for the purpose of attending to the arrangements of the funeral or attendance at the funeral. Close relative shall be defined as aunt, uncle, niece, nephew, cousin, or great grandparent.

One (1) day of Funeral & Bereavement Leave for immediate family and family member may be taken non-consecutively for the purposes of making funeral arrangements, attending the funeral, or addressing estate-related matters provided such leave is taken within forty-five (45) days of the death of a member of the immediate family or family.

The County reserves the right to request information from the employee as part of the leave process including the date of the funeral, location of services, and the relationship to the employee as well as other information substantiating the need for leave if days taken are non-consecutively.

## **Section 6. Personal Leave.**

Commencing January 1 of each year, employees shall earn three (3) personal days per year. New employees will receive three (3) personal days after their first three (3) months of employment. Personal days cannot be carried over from year to year and employees will not be paid for unused personal days at separation from County employment.

## **Section 7. Retroactivity of Leave**

All vacation, sick, and personal leave accrual policies will be retroactive to January 1, 2022 for current employees as of March 11, 2022.

## **Section 8. Parental Leave**

The County will provide up to six (6) weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. This policy will be in effect for births, adoptions or placements of foster children occurring on or after January 1, 2022.

### **(a) Eligibility**

Eligible employees must meet the following criteria:

1. Have been employed with the County for at least twelve (12) months (the 12 months do not need to be consecutive);
2. Have worked at least 1,250 hours during the twelve (12) consecutive months immediately preceding the date the leave would begin; and
3. Be a full- or part-time, regular employee (temporary employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

1. Have given birth to a child;
2. Be a spouse or committed partner of a woman who has given birth to a child who has not utilized such leave in the past twelve (12) months; or

3. Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a spouse's child is excluded from this policy.

**(b) Amount, Time Frame and Duration of Paid Parental Leave**

Eligible employees will receive a maximum of six (6) weeks of paid parental leave per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the six (6) week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than 6 weeks of paid parental leave in a rolling (backwards) twelve (12) month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that twelve (12) month time frame.

Spouses employed by the County receive one allotment of six (6) weeks of parental leave under this provision and must decide between themselves which spouse will utilize the leave.

Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.

Approved paid parental leave may be taken at any time during the twelve (12) month period immediately following the birth, adoption or placement of a child with the employee. Paid parental leave may not be used or extended beyond this twelve (12) month time frame.

In the event of a female employee who herself has given birth; the six (6) weeks of paid parental leave will commence at the conclusion of any short-term disability leave/benefit provided to the employee for the employee's own medical recovery following childbirth.

Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the twelve (12) month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the twelve (12) month time frame.

Upon termination of the individual's employment at the company, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

### **(c) Coordination with Other Policies**

Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the twelve (12) weeks of available FMLA leave per a twelve (12) month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed six (6) weeks during the twelve (12) month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

After the paid parental leave (and any short-term disability leave for employees giving birth) is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees accrued sick, vacation and personal time. Upon exhaustion of accrued sick, vacation and personal time, any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

The County will maintain all benefits for employees during the paid parental leave period just as if they were taking any other County paid leave such as paid vacation leave or paid sick leave.

If a County holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.

If the employee is on paid parental leave when the County offers administrative leave (known as an “admin day”), that time will be recorded as paid parental leave. Administrative leave will not extend the paid parental leave entitlement.

An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period that the employee is on paid parental leave as if the employee was on FMLA-qualifying leave.

#### **(d) Requests for Paid Parental Leave**

The employee will provide his or her supervisor and the Personnel Department with notice of the request for leave at least thirty (30) days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must

complete the necessary Personnel/HR forms and provide all documentation as required by the Personnel/HR department to substantiate the request.

The Parties recognize that this provision is based on a new County policy which is being implemented by the County on a trial basis. As such, the parties agree that this is a trial policy under Agreement and that this provision will expire on the expiration date of this Agreement, December 31, 2024. That date is a “hard” termination date, and this provision shall not continue in any way, even under the status quo rules and doctrine under Pennsylvania labor law and policy. The County will have the option in its discretion to renew or continue this provision after December 31, 2024 permanently or temporarily in its current or a modified form.

For the purposes of this provision, a “committed partner” as used in this policy shall be defined as a committed relationship between two adults, of the opposite sex or same sex, in which the partners:

- (1) are each other’s sole domestic partner and intend to remain so indefinitely;
- (2) maintain the same common residence, have maintained such a residence for at least 18 consecutive months prior to the request for parental leave and intend to continue to do so;
- (3) are at least 18 years of age and mentally competent to consent to a contract;
- (4) share responsibility for a significant measure of each other’s financial obligations;
- (5) are not married or joined in a civil union to anyone else;
- (6) are not a domestic partner of anyone else;
- (7) are not blood relatives or related in a way that would prohibit legal marriage in the U.S. jurisdiction in which the partnership was formed;
- (8) provide proof of any of the foregoing in a form requested by the County demonstrating fulfillment of these requirements;
- (9) provide an affidavit or declaration under penalty of perjury in a form approved and requested by the County demonstrating fulfillment of these requirements; and
- (10) certify that they understand that willful falsification of the documentation required to establish that an individual is in a domestic partnership may lead to disciplinary action and the recovery of the cost of benefits received related to such falsification and may constitute a criminal violation under 18 U.S.C. §

1001.

## **ARTICLE 26. Wages**

The Year 1 wage rates below will be effective March 11, 2022 and will apply to all then current members of the bargaining unit. Current employees as of March 11, 2022 will be placed on the pay scale according to the table in Appendix D. Year 2 and year 3 rates will begin on January 1, 2023 and 2024, respectively.

	<b>Year 1</b>	<b>Year 2 (2.25%, effective 1/1/2023)</b>	<b>Year 3 (2.25%, effective 1/1/2024)</b>
0 to <4 YOS	\$60,000	\$61,350	\$62,730
4 to <8 YOS	\$70,000	\$71,575	\$73,185
8 to <12 YOS	\$78,000	\$79,755	\$81,549
12 to <16 YOS	\$80,000	\$81,800	\$83,641
16 to <20 YOS	\$85,000	\$86,913	\$88,868
20+ YOS	\$92,000	\$94,070	\$96,187

### **Section 1. Unbarred Hires**

Unbarred individuals who have recently graduated from law school will initially be hired at the rate of \$45,000 during the period of this Agreement. Upon passage of the Pennsylvania bar exam and receipt of an attorney identification number, the newly barred employee will be placed into the zero to less than four (0 to <4) years of experience tier. Unbarred individuals shall register and take the next available Pennsylvania State bar examination immediately after their date of hire.

## **Section 2. Placement of New Hires**

New hires recently graduated from law school shall be slated as zero to less than four (0 to <4) years of service.

New hires with prior experience will be placed in the wage scale based on the years of their experience. For example, a future newly hired attorney with six (6) years of experience will be placed in the four to less than eight (4 to <8) years of experience while an attorney with eleven (11) years of experience would be placed in the eight to less than twelve (8 to <12) tier.

## **Section 3. Prior Years of Service and Experience**

Placement on the wage scale according to prior years of service for bargaining unit members as of March 11, 2022 is contained in Appendix D. For attorneys hired after the effective date of this agreement, years of service will be based on their years as a licensed attorney, as calculated from the date of first licensure in any state, or fewer, at the discretion of the Public Defender after taking into account the needs and nature of the position in relation to the attorney's relevant experience. Such experience may include, but is not limited to: prior experience with a public defenders' office, prior experience as a criminal defense attorney, prior experience as a district attorney, prior experience as a trial attorney, prior experience as a litigator, prior experience working in the criminal system, prior experience working with indigent clients, prior experience working with the communities we serve, and individualized specialized skill sets and personal experiences relevant to the position and mission of the Public Defenders' Office.

## **Section 4. Licensure**

All attorneys must be admitted to the Pennsylvania Bar within twelve (12) months of their hire.

## **ARTICLE 27. Medical Benefits**

### **Section 1. Benefits as of Effective Date of Contract**

All benefits and contributions in effect on December 31, 2021 shall remain in effect through December 31, 2022.

### **Section 2. Available Plans**

Effective January 1, 2023, the County shall provide all members of the Bargaining Unit a Preferred Provider Organization (PPO) plan, a Health Maintenance Organization (HMO) plan, and a High Deductible Health Plan (HDHP) with Health Savings Account (HSA). For new hires, medical insurance coverage shall begin the first of the month following their date of hire. The plan design for each plan is contained in Appendix C.

### **Section 3. Employee Contributions**

Effective January 1, 2023, all employees, regardless of hire date, shall contribute the following percentages of gross pay toward their healthcare coverage under each plan specified below:

#### **PPO Plan:**

Single	1.0% of base pay
Employee + Child(ren)	1.5% of base pay
Employee + Spouse	2.0% of base pay
Family	2.5% of base pay

**HMO Plan:**

Single	2.0% of base pay
Employee + Child(ren)	5.0% of base pay
Employee + Spouse	8.5% of base pay
Family	12.5% of base pay

**HDHP with HSA:**

Single	No contribution
Employee + Child(ren)	1.5% of base pay
Employee + Spouse	2.0% of base pay
Family	2.5% of base pay

On January 1, 2023 and January 1, 2024, the County will deposit \$1,000 per single coverage and \$2,000 for dependent coverage into the HSA of each employee electing the HDHP.

Effective January 1, 2024, all employees, regardless of hire date, shall contribute the following percentages of gross pay toward healthcare coverage under each plan specified below:

**PPO Plan:**

Single	2.0% of base pay
Employee + Child(ren)	3.0% of base pay
Employee + Spouse	3.5% of base pay
Family	4.0% of base pay

**HMO Plan:**

Single	2.0% of base pay
Employee + Child(ren)	5.0% of base pay
Employee + Spouse	8.5% of base pay
Family	12.5% of base pay

**HDHP with HSA:**

Single	no contribution
Employee + Child(ren)	1.5% of base pay
Employee + Spouse	2.0% of base pay
Family	2.5% of base pay

#### **Section 4. Failure to Make an Election**

Employees who make no health plan election during open enrollment in the Fall of 2022 (for the 2023 plan year) and who do not waive coverage will be automatically enrolled in single coverage under the HDHP plan and shall receive the same contributions to the HSA as stated above in Section 3.

#### **Section 5. Medical Insurance Opt-Out Program**

Employees who opt out of health insurance coverage through the County will receive a payment of \$100 per month for each month worked. This payment is fully taxable. No employee will qualify for this option that does not first furnish evidence of medical coverage obtained elsewhere.

#### **Section 6. Dental**

The County agrees to subsidize dental coverage at a level equal to all non-union employees, excluding those of Director level employees. The level of subsidization shall remain unchanged during the term of this Agreement.

#### **Section 7. Vision**

The County agrees to subsidize vision coverage at a level equal to all non-union employees, excluding those of Director level employees. The level of subsidization shall remain unchanged during the term of this Agreement.

### **ARTICLE 28. Pension Benefits**

The County shall continue the existing 1/80 pension plan. The County will provide to each employee a booklet outlining the pension plan.

## **ARTICLE 29. Capital Certification Bonus**

The Union and the County recognize the benefit to both clients and the Office of having attorneys who completed capital certification. Accordingly, when an attorney becomes capital certified, they shall receive a one-time \$1,000.00 bonus. Attorneys who received capital certification, prior to the ratification date of this Agreement, shall be eligible for the bonus listed in this Article.

## **ARTICLE 30. Professional Fees**

### **Section 1. Pennsylvania Bar Association Licensing Fee**

The Public Defenders' Office shall pay all bargaining unit employees' annual Pennsylvania Bar Association licensing fees.

### **Section 2. Professional Association Fees**

The Public Defenders' Office shall pay for or reimburse attorneys for fees associated with the following professional associations: the Delaware County Association of Criminal Defense Lawyers, and Pennsylvania Association of Criminal Defense Lawyers.

If a bargaining unit employee would like access to a professional association not listed above, they may propose the addition to the Public Defender or First Assistant Public Defender. If related to their duties at the Public Defenders' Office, the bargaining unit employee shall receive reimbursement for professional fees related to the relevant association upon approval of the Public Defender. Such approval shall be at the sole discretion of the Public Defender.

### **Section 3. Reimbursement of Bar Examination Fees**

The Public Defenders' Office shall reimburse recent law school graduates, hired before passage of the bar exam, fifty percent (50%) of the fee for timely-filed application to take the bar exam. The Public Defenders' Office will reimburse bar examination fees at a maximum of two (2) times per employee. Reimbursement will be provided following the completion of the probationary period of ninety (90) days. This section only applies prospectively following the ratification of this Agreement.

All unbarred recent law school graduates shall be allowed to register and take the Pennsylvania bar examination a maximum of two (2) times. If an unbarred recent law school graduate does not pass the bar examination after taking the examination for a second time, said employee shall be subject to termination. This termination is not subject to grievance by the Union.

### **ARTICLE 31. Continuing Legal Education**

The Public Defenders' Office shall provide, in house or otherwise and at no cost to bargaining unit employees, at least fifteen (15) credit hours approved for Continuing Legal Education ("CLE") credit for attorneys in the criminal law subject area every year.

The attorney's supervisor shall approve attendance of such in-house training where continuing education courses take place during regular work hours. Where approved, such time shall be considered paid work time.

Employees shall search for and register for CLE credits offered by the Public Defenders' Office and Pennsylvania Association of Criminal Defense Lawyers before seeking reimbursement for CLE credit through other organizations. Employees shall

request approval from the Public Defender or First Assistant Public Defender for CLE credit from other organizations, except for the Public Defenders' Office and Pennsylvania Association of Criminal Defense Lawyers, before registering for CLE credit through other organizations. Denial or approval of CLE reimbursements for CLE credits from other organizations is at the sole discretion of the Public Defender.

Employees shall request approval from the Public Defender or First Assistant Public Defender, for reimbursement of costs, where completion of any CLE credit requires travel, mileage, and/or meals costs. Any reimbursement for the cost of mileage and meals shall be at the rate which the Internal Revenue Service allows for such travel-related expenses. Reimbursement for the cost of pre-approved hotels will be provided at 100% of the cost. Attorneys shall submit receipts along with all requests for reimbursement.

## **ARTICLE 32. Parking**

Attorneys shall request approval for reimbursement of reasonable parking fees related to their official duties at the Public Defenders' Office (other than daily parking expenses). As needed, the County will reimburse attorneys for an annual parking pass for the Media Borough. Attorneys shall submit receipts along with all requests for reimbursement.

## **ARTICLE 33. Travel Allowance**

### **Section 1. Mileage Reimbursement**

An employee who is required by the County to use their personal vehicle shall

be paid the mileage rate established by the Internal Revenue Service.

## **Section 2. Conference and Convention Fees**

An attorney may attend, at the Public Defenders' Office expense, a conference or convention provided their attendance is authorized by the Public Defender or First Assistant Public Defender and the attorney's work is directly related to the subject matter of the conference or the convention, subject to budget availability. Requests to attend such activities shall be submitted on forms provided by the Office at least ten (10) days prior to the date of the event. Reimbursement for the cost of mileage and meals shall be paid at the rate which the Internal Revenue Service shall allow for such travel expenses. Reimbursement for the cost of pre-approved hotels will be provided at 100% of the cost. Attorneys shall submit receipts along with all requests for reimbursement.

## **Section 3. Prison Travel-Related Expenses**

The Public Defenders' Office shall reimburse attorneys for travel expenses related to prison visits. Reimbursement for the cost of mileage and meals shall be paid at the rate which the Internal Revenue Service shall allow for such travel expenses. Any reimbursement for the cost of approved hotels shall be at the rate which the Internal Revenue Service allows for such travel-related expenses. Reimbursement for the cost of pre-approved hotels will be provided at 100% of the cost. Attorneys shall submit receipts along with all requests for reimbursement.

## **ARTICLE 34. Access to Legal Research Materials**

The Public Defenders' Office shall pay for and provide access to online legal research databases like Westlaw or Lexis. Access to law enforcement and custody-related databases shall be subject to the applicable rules regulating access to such databases and will be provided at the County's expense.

## **ARTICLE 35. Malpractice Insurance, Duty to Defend, and Indemnification**

The County shall indemnify and defend the Public Defenders' Office employees against claims made for acts, errors, or omissions alleged to have occurred within the scope of their official duties during their employment by the Office. Such obligation to indemnify and defend shall not apply to any dishonest, fraudulent, criminal, or deliberately unlawful act or omission of any Office employee.

The County's obligation to defend and indemnify shall be governed by the County's insurance policy and all decisions with respect to such issues are made by the insurance carrier and not the County. Any appeal with respect to an insurance carrier's decision shall be made through the policy and not any grievance or arbitration procedure specified herein.

## **ARTICLE 36. County to Insure and Defend in Contempt and Disciplinary Proceedings**

The County will provide a legal defense in contempt proceedings initiated against an attorney during their employment at the Public Defenders' Office.

Contempt proceedings must arise or result from any act, error, or omission in professional services rendered or which should have been rendered in the attorney's professional capacity as a lawyer while providing legal services as a Public Defenders' Office employee. Contempt proceedings shall include criminal or civil proceedings and shall include any summary determinations by a court of competent jurisdiction that the attorney has committed contempt.

The County will provide legal representation and indemnification for bar association disciplinary proceedings brought against an attorney for allegations related to their official Public Defenders' Office duties.

Such obligation to indemnify and defend shall not apply to any dishonest, fraudulent, criminal, or deliberately unlawful act or omission of any Public Defenders' Office employee.

The County's obligation to defend and indemnify shall be governed by the County's insurance policy and all decisions with respect to such issues are made by the insurance carrier and not the County. Any appeal with respect to an insurance carrier's decision shall be made through the policy and not any grievance or arbitration procedure specified herein.

## **ARTICLE 37. Bilingual Supplement**

Attorneys who are fluent in a language other than English and are frequently assigned by management to use their skills in that language to perform their work duties will be paid a yearly stipend of \$100.00 per month. This assignment will be renewed annually and may be terminated at any time. Such attorneys will be

required to demonstrate their fluency but are not required to be certified by the State of Pennsylvania as a translator/interpreter. In addition, such attorneys must demonstrate recent completion of an interpretation/language class designed to address vocabulary specific to justice-involved advocacy, such as “Spanish for Lawyers.” The County retains the right to contract translators/interpreters as appropriate. The parties understand that the work performed by the bilingual attorney provided for under this article shall not supplant the work of Court Certified Interpreters/Translators. This article shall only apply prospectively from the date of implementation of this Agreement.

#### **ARTICLE 38. Reimbursement for Language-Related Training**

The Union and Public Defenders’ Office recognize the importance of communicating with clients as clearly and effectively as possible at the onset of each case. For those clients whose primary language is not English, this is especially important. To better serve this population of clients, the Public Defenders’ Office will provide a yearly reimbursement up to \$200.00 to attorneys who pursue language-related training relevant to the work of the Public Defenders’ Office. The attorney will present a proposal including the provider of such training, the timeline for completing such training, and the applicability to their work at the Public Defenders’ Office. Attorneys are expected to provide the Public Defenders’ Office with documentation demonstrating completion of the training. If approved by the Public Defender and/or First Assistant to the Public Defender, the attorney will receive reimbursement. By completing this training, the attorney understands that they will be asked to use their

training to benefit Public Defenders' Office clients when applicable. If the attorney becomes fluent, they will be eligible for the bilingual supplement afforded under Article 37.

#### **ARTICLE 39. Ratification Bonus**

The County shall pay a ratification bonus of \$1,250.00 to each member of the bargaining unit on the County payroll as of March 11, 2022. The County will pay this bonus no later than May 20, 2022.

#### **ARTICLE 40. Duration**

This Agreement shall remain in full force and effect through December 31, 2024.

FOR THE COUNTY:

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Dated:

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Dated:

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Dated:

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Dated:

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Dated:

FOR THE UNION:

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Dated:

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Dated:

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Dated:

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Dated:

## **Appendix A**

### **County of Delaware Personnel Policy**

The County of Delaware Personnel Policy (“Employee Handbook”) is available to all bargaining unit employees in the Department

## **Appendix B**

### **County Substance Abuse Policy**

The County of Delaware is committed to providing a safe, drug free work environment. Consistent with that commitment, the County has established a policy that promotes a drug and alcohol-free work environment.

The policy prohibits:

- The unlawful manufacture, distribution, dispensing, sale, possession, or use of drugs, drug paraphernalia, or any other controlled substance including alcohol.
- Being under the influence of unlawful drugs or any other controlled substances, including under the influence of alcohol.
- Possessing or distributing alcohol on County property, while using County vehicles, or while working.

In addition, provide written notice to the County of any drug or alcohol related charges or conviction resulting from a violation in the work place no later than five days after such charge or conviction. Failure to do so may result in disciplinary action up to and including termination. Employees convicted of a drug violation in the work place will be required to participate in an approved rehabilitation plan or be subject to disciplinary action up to and including termination. Additionally, an employee may also be subject to disciplinary action up to and including termination for an off-duty drug related offense. An employee suspected of being under the influence of alcohol or a controlled substance should be reported to the Personnel Department.

## Appendix C

### **County Cares Benefits Package – Plan Design Details** **Effective January 1, 2023**

	<b>PPO Plan (In-Network)</b>	<b>PPO Plan (Out-of-Network)</b>
<b>Benefit Plan</b>		
Preventive Care	100%	Not Covered
Member Deductible	\$100	\$500
Family Limit Deductible	\$300	\$1,000
Member Coinsurance	10%	50%
Member OOP Maximum	\$2,000	\$4,000
Family Limit OOP Maximum	\$4,000	\$8,000
<b>Copays/Coinsurance</b>		
Inpatient per Admission	10%	Deductible and Coinsurance (50%)
Emergency Room	\$75 waived if admitted	\$150 waived if admitted
Urgent Care	\$25	\$25
Telemedicine	\$20	\$20
Outpatient Surgery	Deductible and Coinsurance (10%)	Deductible and Coinsurance (50%)
MRI/CT/PET Scans	Deductible and Coinsurance (10%)	Deductible and Coinsurance (50%)
Other Radiology	Deductible and Coinsurance (10%)	Deductible and Coinsurance (50%)
Office Visit – PCP	10%	Deductible and Coinsurance (50%)
Office Visit – Specialist	10%	Deductible and Coinsurance (50%)
<b>Rx Copays</b>		
Member Deductible	None	
Member OOP Maximum	With medical	
Retail Generic	\$10	
Retail Brand Formulary	\$20	
Retail Brand Non-Formulary	\$35	
Retail Specialty	\$35	
Mail Generic (90 Days)	\$20	
Mail Brand Formulary (90 Days)	\$40	
Mail Brand Non-Formulary (90 Days)	\$70	
Mail Specialty (90 Days)	Not covered	Not Covered

\*First five PCP or specialist visits of the plan year, inclusive of one annual physical exam, are free of charge and not subject to coinsurance.

	HMO Plan	HDHP with HSA (In-Network)	HDHP with HSA (Out-of-Network)
<b>Benefit Plan</b>			
Preventive Care	100%	100%	Not Covered
Member Deductible	\$0	\$2,000	\$4,000
Family Limit Deductible	\$0	\$4,000	\$8,000
Member Coinsurance	0%	20%	50%
Member OOP Maximum	\$2,000	\$5,000	\$14,000
Family Limit OOP Maximum	\$4,000	\$10,000	\$28,000
<b>Copays/Coinsurance</b>			
Inpatient per Admission	0%	Deductible & Coinsurance	Deductible & Coinsurance
Emergency Room	\$150 waived if admitted	Deductible & Coinsurance	Deductible & Coinsurance
Urgent Care	\$50	Deductible & Coinsurance	Deductible & Coinsurance
Telemedicine	\$40	\$45	Deductible & Coinsurance
Outpatient Surgery	\$10	Deductible & Coinsurance	Deductible & Coinsurance
MRI/CT/PET Scans	\$0	Deductible & Coinsurance	Deductible & Coinsurance
Other Radiology	\$0	Deductible & Coinsurance	Deductible & Coinsurance
Office Visit – PCP	\$10	Deductible & Coinsurance	Deductible & Coinsurance
Office Visit – Specialist	\$15	Deductible & Coinsurance	Deductible & Coinsurance
<b>Rx Copays</b>			
Member Deductible	None	None	Not Covered
Member OOP Maximum	With medical	With medical	
Retail Generic	\$5	Deductible & Coinsurance	
Retail Brand Formulary	\$15	Deductible & Coinsurance	
Retail Brand Non-Formulary	\$30	Deductible & Coinsurance	
Retail Specialty	\$30	Deductible & Coinsurance	
Mail Generic (90 Days)	\$10	Deductible & Coinsurance	
Mail Brand Formulary (90 Days)	\$30	Deductible & Coinsurance	
Mail Brand Non-Formulary (90 Days)	\$60	Deductible & Coinsurance	
Mail Specialty (90 Days)	Not covered	Not covered	

## Appendix D

### Years of Service Attachment

Last name	First name	Wage Scale YOS Tier Placement
Sobel	Jeffrey	8 to <12 YOS
McCready	Benjamin	4 to <8 YOS
Possenti	Timothy	12 to <16 YOS
Anmuth	Howard	20+ YOS
Martinicchio	Thomas	4 to <8 YOS
Walsh	Timothy	8 to <12 YOS
Micich	Melina	8 to <12 YOS
Foltz	Joseph	8 to <12 YOS
Hoffman	Glen	8 to <12 YOS
Hinchman	Anna	0 to <4 YOS
Mercurio	Luke	0 to <4 YOS
Ashworth	Christina	0 to <4 YOS
Rushton	Nicholena	20+ YOS
Baldini	John	12 to <16 YOS
Collins	Kenneth	8 to <12 YOS
Wright	Melissa	20+ YOS
Iannucci	David	12 to <16 YOS
Kwon	Yeerin	0 to <4 YOS
Richman	Rebecca	0 to <4 YOS
McArdle	Stefanie	20+ YOS
Feeley	Charles	0 to <4 YOS
Jilozian	Edward	8 to <12 YOS
Hadsell	Keith	4 to <8 YOS
Coben	Taylr	0 to <4 YOS
Berry	Elizabeth	0 to <4 YOS
Benedetto	Paige	0 to <4 YOS



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Jamal Johnson, Personnel

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval of Contract with AppleOne Staffing - 3 year term.

**EXPENSE BUDGET LINE ITEM** TBD

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** See below

**REQUEST:**

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** AppleOne was one of thirteen companies to respond to an RFP for county staffing service, and one of two selected. Markup rates for Administrative, Finance, Professional/IT, and Labor/Maintenance/Trades are at a flat 35% with direct hire rates ranging from 15-18%. This represents a 15-20% decrease over similar rates paid in FY2021 and prior.

AppleOne is permitted by their insurer to fill staffing needs at GWH. Markup contract is attached below, waiting on a final. Should receive before next week.

**ATTACHMENTS:**

[AppleOneConditions of ServiceAppleOne County of Delaware \(JL comments\).docx](#)  
[Revised Appendix A - AppleOne.pdf](#)



## CONDITIONS OF SERVICE

This Conditions of Service ("Agreement") is between County of Delaware ("Client") and Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services ("AppleOne"). In consideration of the parties' mutual covenants, conditions, and promises contained herein, the parties agree as follows:

### TEMPORARY AND TEMPORARY-TO-HIRE SERVICES

1. Employees or associates of AppleOne or any of its subcontractors temporarily assigned to Client shall be referred to in the singular as "**Temporary Employee**" and in the plural as "**Temporary Employees**." Temporary Employees are subject to Client's direct and indirect supervision while on assignment at Client; AppleOne does not supervise such employees on their assignments. Client further agrees that while on assignment with Client, Temporary Employees shall not be permitted, without express advance written approval by an officer of AppleOne, to i) engage in travel or otherwise operate a motor vehicle or any non-office machinery or equipment on behalf of Client, ii) handle cash or valuables or negotiable instruments (Client shall also not pay Temporary Employees directly or advance any funds to them.), iii) be permitted unsupervised or uncontrolled access to confidential or proprietary information, including confidential access codes, iv) be permitted unsupervised access to or control of Client's business premises, v) remove any property of Client from Client's business premises, vi) purchase, consume or distribute any alcohol, or vii) consume drugs, unless advance written authorization is provided by a physician. Should any Temporary Employee be permitted to engage in any of the activities described in i) - vii) above while on assignment at Client, AppleOne shall have no responsibility arising therefrom, and Client agrees to indemnify, defend and hold harmless AppleOne for any and all liabilities, losses, claims, injuries, suits, judgments, expenses, charges, fines, interest or penalties (collectively, "**Losses**") resulting from such Temporary Employee's conduct violating this provision.

It is expressly acknowledged by the parties that they are independent contracting parties, and AppleOne shall be deemed at all times to be an independent contractor and not an employee of Client. Nothing in this Agreement shall be construed to create a principal/agent, employer/employee, master/servant or partnership or joint venture relationship between Client and AppleOne or Client and any Temporary Employee. AppleOne may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of County.

2. Background check services are available for an additional fee to Client and must be agreed to in writing between AppleOne and Client. Background check services may be conducted by one or more of AppleOne's preferred, third-party vendors (e.g., A-Check Global). Client shall indemnify, defend and hold harmless AppleOne for any and all Losses arising from or related to i) the background checks or the performance thereof and ii) AppleOne's assignment of any Temporary Employees to Client, at Client's request, before the full completion of Client- or AppleOne-required background checks, including any legal requirements associated therewith, except to the extent caused by AppleOne incorrectly ordering or incorrectly providing information with respect to such background checks.

3. AppleOne provides its services in compliance with its obligations as an equal opportunity and affirmative action employer. AppleOne's recruiting procedures are free of discrimination based on race, religion, ancestry, color, national origin, age, gender identity or expression, genetic information, marital status, medical condition, physical or mental disability, protected veteran status, sex (including pregnancy), sexual orientation, or any other characteristic protected by applicable federal, state or local laws. AppleOne also consider qualified applicants regardless of criminal histories, consistent with legal requirements, unless specifically advised by the County that a criminal background check is required for the position and permitted by law.

4. Client agrees to immediately contact its AppleOne representative or the AppleOne Human Resources Hotline at (800) 270-9120 upon receipt of any complaint by a Temporary Employee regarding, but not limited to, any of the following: sexual harassment, discrimination, retaliation, bullying, wage and hour issues, meal and rest breaks or any other employment-related concern. Further, Client agrees to comply with the Americans with Disabilities Act and any local health accommodation requirements, and upon request by AppleOne, agrees to participate in an interactive process with AppleOne and any Temporary Employee who seeks a reasonable workplace accommodation.

Client agrees to indemnify, defend and hold harmless AppleOne and its subsidiaries and related entities, and all of

their respective officers, directors, shareholders, employees, agents and representatives (collectively, “**AppleOne Parties**”) for Losses arising out of any violation of laws by Client which affect Temporary Employees on assignment at Client. In addition, Client agrees to comply with all laws, regulations and ordinances relating to work site health and safety, and agrees to provide Temporary Employees a safe and healthful workplace. For any serious injury, illness or death of a Temporary Employee occurring in a place of employment or in connection with an AppleOne employee’s assignment with Client, Client shall notify AppleOne immediately (Notification to AppleOne is also required in the event of any accident or medical treatment.)

AppleOne will defend, indemnify, and hold Client and its officials, officers, agents, representatives, assigns, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys’ fees and costs) to the extent caused by AppleOne’s breach of this Agreement; its failure to discharge its duties and responsibilities set forth in herein; any claims for discrimination, retaliation or other violation of federal, state or local equal employment opportunity laws, or the negligence or willful misconduct of AppleOne’s officers, employees, or authorized agents.

5. Client will not reassign or relocate a Temporary Employee without prior written authorization by AppleOne. Client agrees to assume all liability for any third party claim arising after any reassignment or relocation that occurs without such authorization.

6. Except as set forth in Sections 7 and 8, Client understands that Temporary Employees are assigned to Client to render temporary services, and that absent an agreement to the contrary, are not assigned to become employed by Client. Client acknowledges the considerable expense incurred by AppleOne to advertise, recruit, evaluate, train and quality control its employees. Except as set forth in Sections 7 and 8, Client will not, without prior written authorization by AppleOne, hire an AppleOne employee, interfere with the employment relationship between AppleOne and its employee, or directly or indirectly cause an AppleOne employee to transfer to another temporary help service.

7. Client understands that AppleOne may refer candidates for Client’s evaluation or assign AppleOne employees to render temporary services at Client often while such persons seek direct hire employment through AppleOne. If Client, either directly or indirectly, such as through any company within Client’s control, solicits, offers employment to and/or hires any AppleOne candidate or employee as an employee or consultant in any position, or utilizes such person’s services through another temporary or outsourcing service, or any party affiliated with Client refers such person to any other employer and said person becomes employed by that employer: i) at any time from the date such person’s identity is provided by AppleOne to Client until six (6) months thereafter, or ii) within six (6) months after termination of such person’s temporary assignment through AppleOne at Client, whichever is the later, Client agrees to pay AppleOne a direct hire fee in accordance with AppleOne’s standard fee schedule stipulated by the parties to be equal to thirty percent (30%) of such person’s first year annualized wage or salary. Unless Client presents written evidence to AppleOne of Client’s prior knowledge of an AppleOne referred candidate i) within three (3) business days of AppleOne’s referral of such candidate to Client, or ii) prior to Client’s interview of such candidate, or iii) prior to AppleOne’s assignment of such candidate at Client, whichever is earliest, Client understands and agrees that Client is liable for the payment of any direct hire fee due to AppleOne pursuant to this Agreement.

8. AppleOne offers temporary-to-hire services to Client. An AppleOne employee temporarily assigned to Client is an employee of AppleOne until released to Client. Should Client be interested in hiring an AppleOne referred candidate or employee, Client shall contact AppleOne, who will establish the terms and conditions for releasing such person to Client’s payroll, including the conversion fee to be paid by Client if such terms are not otherwise agreed to between the parties. If any Client accounts are in default according to the payment terms in Section 12, Client shall bring the accounts current prior to the hiring. If Client hires an AppleOne employee with a Client account in default, Client agrees to pay AppleOne a conversion fee equivalent to the direct hire fee as set forth in Section 8 of this Agreement.

## **INVOICING AND PAYMENT**

9. Client understands that Temporary Employees must be paid weekly, and agrees to promptly review and approve or verify timecards or hours worked. Client agrees to pay and shall be liable for any and all charges incurred based upon Client approved or verified timecards or hours or similar information submitted by Client to AppleOne. If timecards or hours lack timely Client approval or verification, AppleOne will process payroll and invoices based upon the timecards or hours submitted by the employees; provided, that Client shall not be liable for any errors or discrepancies therein which are subsequently discovered by Client.

10. Client shall reimburse AppleOne for any expenses pre-approved in writing by Client that are incurred by AppleOne or Temporary Employees, which are reasonably related to or arise out of the services provided to Client or the discharge of duties by Temporary Employees for Client under this Agreement ("Reimbursable Expenses"). Any request for payment of expenses (including travel) must be pre-approved, in writing, by the County Personnel Director, and will only be paid upon presentation of appropriate receipts. All travel will be reimbursed at the federal GSA rate found at <https://www.gsa.gov/travel/plan-book/per-diem-rates> including lodging, airfare, and rental car expenses.

11. AppleOne shall invoice Client weekly for services and any other obligations hereunder. Client agrees that payment of invoices is due upon receipt. Client agrees that an account balance that remains unpaid forty-five (45) days after the invoice date will be considered in default and that AppleOne may assess a default charge of one and one-half percent (1.5%) per annum on any such balance. Client agrees to pay any such default charges.

12. Client's payment method (Check box.):  **ApplePay's eCheck**. Client may sign up at [www.applepay.com](http://www.applepay.com).  ACH/Other shall be discussed between Client and the AppleOne representative. Notwithstanding anything to the contrary in this Agreement, in the event that AppleOne is subject to any third party fees or costs related to AppleOne's compliance with Client's invoicing or payment policies or practices (e.g., Ariba fees, credit card fees, etc.), AppleOne will pass such fees or costs through to Client without markup.

13. Client and AppleOne acknowledge that through the Patient Protection and Affordable Care Act of 2010, as amended ("ACA"), and regulations promulgated thereby, statutory requirements have been imposed upon certain employers of certain employees working in the United States. AppleOne is committed to fulfilling its ACA obligations through offering ACA-compliant benefits to eligible contingent workers, including Temporary Employees. In demonstrating Client's commitment to ACA compliance, Client agrees to share in ACA-related costs by paying a \$0.54 surcharge for each hour of service provided by each Temporary Employee. The surcharge will be billed to Client in a separate line item on the invoice.

14. Client, or federal, state or local laws, either currently existing or enacted in the future, may mandate that Temporary Employees undergo specific training (e.g., sexual harassment prevention training), presentations and other curricula ("Trainings"), where the payment of wages is required by law. Unless otherwise agreed to by the parties in writing, the parties agree that AppleOne will invoice Client for the time spent by Temporary Employee on such Trainings, as well as for voting, as allowed by applicable law, according to the regular markup percentage or bill rate that AppleOne charges for such employee.

15. Federal, state or local laws, either currently existing or enacted in the future, may require AppleOne or Client to provide one or more Temporary Employees with certain paid sick, quarantine or COVID-19-related leave (Each such law is a "Paid Leave Law."). AppleOne and Client agree to comply with all provisions of each Paid Leave Law with respect to Temporary Employees as such laws become effective. Unless otherwise agreed to by the parties in a writing, to address the costs for compliance with a Paid Leave Law, the parties agree that AppleOne will invoice Client for the paid leave of a Temporary Employee according to the regular markup percentage or bill rate that AppleOne charges for such employee provided that the criteria required for the payment of leave to such employee under applicable law has been met.

16. Unless otherwise agreed to by the parties elsewhere in the Agreement and/or in any of the Agreement's mutually agreed upon ancillary exhibit(s) or document(s), to the extent that AppleOne may be required to pay the Temporary Employee overtime under any federal, state or local law, AppleOne, as applicable, will bill Client i) based upon the Temporary Employee's legally applicable hourly pay rate for overtime work plus the markup percentage for the Temporary Employee, or ii) an overtime bill rate, which will be calculated by applying a multiplier of 1.5 or 2.0 (for double time, where applicable) to the Temporary Employee's hourly bill rate; provided, that Client shall only be required to pay overtime for hours, and at a rate, that has been pre-approved in writing by the County Personnel Director.

17. Additional agreed upon pricing for the services to Client under this Agreement may be set forth in one (1) or more exhibit(s) to this Agreement or as mutually agreed upon by the parties in writing. The parties agree that upon thirty (30) days' written notice to Client, pricing under this Agreement may change if new or additional statutory or government-imposed taxes, fees or costs are incurred by AppleOne after the Effective Date. These taxes, fees or costs may include, but are not limited to those related to: Workers' Compensation Insurance, State Unemployment Insurance, federal, state or local taxes, regulations or ordinances (including but not limited to Wage Determinations, Health & Welfare Benefits, SCLS/SCA, vacation pay, holiday pay, Paid Leave Laws or minimum wage laws), or an increase in the ACA surcharge. The parties agree that such written notice may be in the form of an electronic communication, including email.

## OTHER TERMS

18. Despite anything to the contrary in the Agreement, Client shall defend, indemnify and hold harmless AppleOne Parties from and against any and all Losses to the extent caused by Client's failure to inform AppleOne, in writing, that Client or any job orders or services hereunder, are subject to Federal Acquisition Regulation and/or

Defense Federal Acquisition Regulation Supplement, Service Contract Labor Standards, formerly known as the McNamara-O'Hara Service Contract Act of 1965 ("**SCLS/SCA**"), Davis-Bacon Act of 1931, Federal Paid Sick Leave (EO 13706), or any other federal law where a security clearance or any kind of government-issued credential or designation is required. Client hereby notifies AppleOne that the costs of certain Temporary Employees may be paid with funds received by the County from the Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act of 2021 (in particular, any employee assigned to the Health Department) and are subject to the procurement and other provisions thereof.

19. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CLIENT NOR APPLEONE SHALL HAVE ANY LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. This Agreement supersedes any and all other agreements, either oral or written, between the parties or anyone acting on behalf of a party hereto, with respect to the subject matter hereof. This Agreement contains all of the covenants, conditions, warranties, representations, inducements, promises or agreements (oral, written, on a website, or otherwise) ("**Promises**") between the parties with respect to the subject matter hereof. Each party hereto acknowledges that no Promises have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other Promises, which are not contained herein, shall be valid or binding. Any oral Promises or modifications concerning this Agreement shall be of no force or effect, except by a subsequent written amendment to this Agreement. The parties to this Agreement do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under this Agreement from either party.

21. Both Parties may receive information that is proprietary to or confidential to the other party and its affiliated companies and their clients. The confidential and/or proprietary information of the disclosing party will be held in strict confidence by the receiving party and will not be disclosed by the receiving party to any third party, or used by the receiving party for its own purposes, except to the extent that such disclosure or use is necessary in the performance by the receiving party of its obligations under this Agreement or as required by law or governmental agency, provided that the other party is given notice and a reasonable opportunity to obtain a protective order at its cost and expense. The receiving party upon the request of the disclosing party will destroy or return all writings or documents that contain information subject to the protections of this section.

22. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflicts of laws. AppleOne irrevocably consents to the exclusive jurisdiction in the Court of Common Pleas of Delaware County, Pennsylvania, in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking and irrevocably agrees to service of process by certified mail, return receipt requested, or nationally recognized overnight courier to the address set forth herein.

23. This Agreement shall be in effect from the last date set forth below ("**Effective Date**") and shall continue for three (3) years until terminated at any time by either party in writing with thirty (30) days prior notice. The rights and obligations in this Agreement, which by their nature should survive, will remain in full force and effect following the termination of this Agreement. This Agreement may be amended only by mutual agreement expressed in writing and signed by both parties.

24. In the event that any provision of this Agreement shall be unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect.

25.

AppleOne will provide Temporary Employee(s) with the following types of insurance coverage, as appropriate: Workers Compensation, Employment Practices Liability, Professional Liability, Errors & Omissions, and Commercial and General Liability, etc. as listed in AppleOne's insurance certificate.

26. A waiver of a breach of any covenant, condition, or promise of this Agreement shall not be deemed a waiver of any succeeding breach of the same or any other covenant, condition, or promise of this Agreement. No waiver shall be deemed to have been given unless given in writing.

27. The parties agree that this Agreement (and/or any of the Agreement's mutually agreed upon ancillary exhibit(s) or document(s)) may be electronically signed and that any electronic signature appearing on this Agreement (and/or such exhibit(s) or document(s)) is the same as a handwritten signature for the purposes of validity, enforceability and admissibility. Further, the parties agree that this Agreement may be executed in counterparts, each of which together shall be deemed one and the same instrument. Moreover, the exchange of this entire executed Agreement (and/or such exhibit(s) or document(s)) that is in photostatic or portable document format (.pdf) form by electronic mail or by another electronic means shall be considered original(s) and shall constitute effective execution and delivery of the original(s).

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For Client

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Signature

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Dr. Monica Taylor

Printed Name

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Chair

Title

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Date

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201 W. Front Street

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Media, PA 19063

Address

Attested:

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Anne Coogan, County Clerk

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For AppleOne

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Signature

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Printed Name

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Title

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Date

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327 W Broadway

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Glendale, CA 91204

Address

## Revised Appendix A

Please answer the following additional questions regarding your fee structure so that the evaluation committee may best evaluate the reasonableness of your cost/fee proposal. Please complete these additional questions even if this information was included in your original response.

1. The County's base pay rates for frequently filled titles are shown in the table below. Please specify the markup rate for each position in the space provided.

	Temporary		Markup Rate (please indicate percentage or fixed fee)
	Minimum	Maximum	
<b>Administrative</b>			
Administrative Assistant	\$16.38	\$23.86	35%
Call Center Representative	\$18.75	\$27.32	35%
Elections Clerk	\$14.31	\$20.85	35%
<b>Finance</b>	Minimum	Maximum	
Financial/Budget Analyst	\$34.05	\$49.59	35%
Accounting Assistant	\$15.31	\$22.31	35%
Purchasing Agent	\$18.75	\$27.32	35%
<b>Professional/IT</b>	Minimum	Maximum	
Recruiter	\$26.31	\$38.33	
IT Help Desk Analyst	\$20.06	\$29.21	35%
IT Network Specialist	\$21.47	\$31.27	35%
HR Assistant	\$16.38	\$23.86	35%
<b>Labor/Maintenance/Trades</b>	Minimum	Maximum	
Mailroom Clerk	\$12.50	\$18.21	35%
Election Ballot Machine Operator	\$14.31	\$20.85	35%
Warehouse Technician	\$17.52	\$25.52	35%

2. If your firm assesses an Affordable Care Act (ACA) surcharge, please provide that amount below:

AppleOne bills a **\$0.54/HR ACA Surcharge**, typically as a separate line item on our client invoice as a benefit to the County. If audited, to confirm that vendors are ACA Compliant, the invoice line item provides proof of our compliance.

3. Please provide the details of your **temporary-to-hire transition fee schedule** including the percentage or flat fee charged and the structure of the fee (sliding scale based on hours worked, fixed fee, etc.).

If you provide a direct hire guarantee, please also provide any detail on recoup of the direct hire fee by the County should a direct hire leave employment within your specified term.

#### **CONVERSION SCHEDULE**

AppleOne will not charge the County any additional fees for temporary employees who are converted to full-time employees after 520 hours of service. Should the County wish to hire a recruited employee before that time, AppleOne employs the following conversion schedule:

#### **TEMPORARY TO HIRE CONVERSION SCHEDULE**

Hours on Assignment	Conversion Fee
1-160	15% of annual salary
161-320	12.5% of annual salary
321-520	10% of annual salary
520+	No Charge

4. Please provide the details of your **direct hire fee schedule** including the percentage or flat fee charged and the structure of the fee (sliding scale based on hours worked, fixed fee, etc.).

If you provide a direct hire guarantee, please also provide any detail on recoup of the direct hire fee by the County should a direct hire leave employment within your specified term.

#### **DIRECT HIRE**

- o 15-18% of the candidate's full time annual salary
- o 5-50 Investment Guarantee:
  - 30-Day Guarantee-Should the position be vacated due to termination or resignation within 30 days, AppleOne will refill the position at no additional cost or provide a full refund of the fee paid.
  - 90-Day Guarantee- Should the position be vacated due to termination or resignation between 31 and 90 days, AppleOne will refill the position at no additional cost or provide a prorated refund (of the calendar days not employed).
  - 5-Year Guarantee- Typically an additional \$500 fee, AppleOne will refill the vacated position and reduce the replacement fee by 50%. The 50% replacement fee reduction on turnover/resignation is on the original investment, and promotion is on the current position.



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Jamal Johnson, Personnel

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval of Contract with Monarch Staffing for a 5 year term.

**EXPENSE BUDGET LINE ITEM** TBD

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** See Below

**REQUEST:**

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Monarch was one of thirteen companies to respond to an RFP for county staffing service, and one of two selected. Markup rates for Administrative, Finance, Professional/IT, and Labor/Maintenance/Trades are at an average of 42% with direct hire rates ranging from 10-20%  
  
This represents an approximate 15% decrease over rates in FY 2021.  
  
Markup contract is attached below, waiting on a final. Should receive before next week.

**ATTACHMENTS:**





## AGREEMENT FOR TEMPORARY & DIRECT HIRE STAFFING SERVICES

This Staffing Agreement between **MONARCH STAFFING, LLC** ("Monarch Staffing" or "Agency"), a Pennsylvania limited liability corporation with its corporate office located at: **110 A Baltimore Pike, Springfield, PA 19064** and **THE COUNTY OF DELAWARE**, ("Client") with its office located at **201 W. Front Street Media, PA 19063** agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement"). **Effective Date:** July 1, 2022.

**1. Services. Monarch Staffing, LLC** acknowledges and agrees to **(a)** recruit, screen, interview and assign Monarch Staffing Temporary Employees ("Assigned Temporary Employee(s)") to perform the type of work as requested and defined by Client, which is described in Exhibit A, attached to this Agreement, under Client's supervision at the location stated above (or such other location specified by Client in a request for assignment of an Assigned Temporary Employee); **(b)** conduct employment verification; **(c)** be the common law employer of the Assigned Temporary Employee(s) and pay Assigned Temporary Employee(s) wages and pay, withhold and transmit payroll taxes and provide unemployment and workers' compensation insurance; **(d)** comply with federal, state and local labor and employment laws applicable to Assigned Temporary Employee(s), including all provisions of the Patient Protection and Affordable Care Act Compliance (PPACA) applicable to Assigned Temporary Employee(s); and **(e)** indemnify, defend and hold **Client** harmless against all PPACA penalties assessed against Client as a result Client's use of Agency's Assigned Temporary Employee(s). It is expressly acknowledged by the parties that they are independent contracting parties, and Agency shall be deemed at all times to be an independent contractor and not an employee of the County. Nothing in this Agreement shall be construed to create a principal/agent, employer/employee, master/servant or partnership or joint venture relationship between Client and Agency or Client and any Assigned Temporary Employee.

**2. Client** acknowledges and agrees to **(a)** provide a safe work site in compliance with all applicable laws, rules, standards, guidance and regulations governing health and safety, fair labor and discriminations, including providing all PPE to Assigned Temporary Employee(s) (collectively, "Laws"); **(b)** properly supervise all work of Assigned Temporary Employee(s), including the Assigned Temporary Employee(s) compliance with Client's business operations, products, services and intellectual property policies; **(c)** prohibit Assigned Temporary Employee(s) from operating any vehicle or mobile equipment or entrusting Assigned Temporary Employee(s) with unattended premises, cash, check, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments or other valuables without Agency's expressed prior written approval or as strictly required by the job description provided to Agency in advance of placement; **(d)** report to Agency any violation of laws affecting, and any accidents and/or injuries sustained by any Assigned Temporary Employee(s) within ten (10) business days, and provide assistance in the investigation and resolution of any complaints, or claims that may be brought by or that may involve Assigned Temporary Employee(s); **(e)** not alter Assigned Temporary Employee(s) job duties without prior written notice to Agency and Agency approval; **(f)** not directly hire any Monarch Staffing Temporary Employee(s) without compensation to Monarch Staffing as indicated in this Agreement (including Exhibit A) unless the time of the Monarch Staffing Temporary Employee(s) first presentation, first shared resume, and/ or first interview is greater than twelve (12) months from the initial presentation of the Agency Temporary Employee(s) to the Client.

**3. Insurance.** Monarch Staffing will provide Assigned Temporary Employee(s) with the following types of insurance coverage: Workers Compensation, Employment Practices Liability, Professional Liability, Errors & Omissions, and Commercial and General Liability, etc. as listed in Agency's insurance certificate. Client understands and agrees that claims made under Monarch Staffing's insurance must be reported in writing to the Agency within 45 (forty five) working days after the Client's discovery knowledge of the claim.

### 4. Payment Terms, Bill Rates and Fees.

**(a)** **Client** will pay Agency at a rate determined as set forth on Exhibit A and as specified for each Assigned Temporary Employee in an e-mail to the County for confirmation prior to the Assigned Temporary Employee's start date. Bill Rates for Assigned Temporary Employee(s) shall remain effective for the entire length of an assignment. Monarch Staffing reserves the right to request and negotiate a raise on behalf of Assigned Temporary Employee(s) that have been working an assignment for twelve (12) consecutive months. Client will pay any and all additional costs or fees set forth in this Agreement. Monarch Staffing will invoice Client for services provided under this Agreement on a weekly basis. Payment is due upon receipt of invoice either by check, credit card or ACH deposit. Client is responsible for all credit card processing fees. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by Assigned Temporary Employee(s). Client's signature or other agreed method of approval of the work time submitted for Assigned Temporary Employee(s) certifying that the documented hours are correct and authorizing Monarch Staffing to bill Client for those hours. If a portion of any invoice is disputed, Client will pay the undisputed portion.

**(b)** Rates and guarantees will only be honored if payment is received within forty-five (45) days of date of invoice. For all invoices not paid in full within sixty (60) days after date of invoice, Client agrees to pay Monarch Staffing interest at the rate of one half (½) percent per month on all amounts due and owing. If Client fails to pay within forty-five (45) days from date of an undisputed invoice, Monarch Staffing reserves the right to terminate, without notice, the Assigned Temporary Employee(s) provided by Agency. Client is a tax-exempt governmental entity and the services provided by Monarch Staffing are not anticipated to be subject to current state sales tax.

**(c)** Assigned Temporary Employees are presumed to be non-exempt from laws requiring premium pay for overtime, holiday work, or weekend work. Monarch Staffing will charge client special rates for premium work time only when an Assigned Temporary Employee(s)' work on assignment to Client, would legally require premium pay and client has authorized, directed or consented to the Assigned Temporary Employee(s) to work such premium work time. Client's special billing rate for premium hours will be the same multiple of the regular billing rate as Agency is required to apply to the Assigned Temporary Employee(s) regular pay rate. (For example, when federal law requires (one hundred and fifty percent) 150% of pay for work exceeding (forty) 40 hours in a week, Client will be billed at 150% of the regular bill rate. Agency pay week runs Monday-Sunday.

**(d) Patient Protection and Affordable Care Act Compliance (PPACA):** Monarch Staffing acknowledges that it is in compliance with the PPACA and agrees to indemnify and hold Client harmless against all PPACA penalties assessed against Client as a result Client's use of Agency's Assigned Temporary Employee(s). A weekly 4% PPACA Surcharge will be added on all Temporary Assigned Employee(s) invoiced by Agency.

**(e) Temporary to Hire Transition Fee Schedule:** If any Assigned Employee works 520 hours in any position, Client may hire the Assigned Temporary Employee with NO FEE and without further hourly obligations provided all undisputed invoices are paid in full. If Client wishes to hire the Assigned Temporary Employee prior to the completion of the 520 hours, Client shall be permitted to do so according to the following schedule, provided all invoices are paid in full:

<b>HOURS WORKED</b>	<b>% of BASE SALARY OFFERED</b>
Prior to 320 hours	20%
321 hours – 519 hours	15%
520 hours or more	No fee

**(f) Direct Hire of Assigned Temporary Employees.** Client acknowledges and agrees that Monarch Staffing Assigned Temporary Employee(s) are provided to Client on a Temporary basis only. If Client, its affiliates, subsidiaries, division of or joint human resource departments or any related entity desires to hire a Monarch Staffing Assigned Temporary Employee, Client agrees to notify the Agency of this intent in writing prior to making the offer to the Assigned Temporary Employee. The Monarch Staffing Assigned Temporary Employee will remain on Agency's payroll as an Assigned Temporary Employee until the accumulation of the 520 hours set forth above, or Client shall pay the Transition Fee as outlined in the Temporary to Hire Transition Fee Schedule Item (e), above.

Client agrees to pay Agency a fee equal to the percentage shown on Exhibit A of the annual base salary or the fee according to the Agency Temporary to Hire Buy-Out-Fee Schedule if Client utilization Assigned Temporary Employee(s), on either a temporary or permanent basis, as full or part time employee, independent contractor, or consultants within 12 months from the end date of the last assignment, unless the 520 conversion hours are met, as set forth above.

**(g) Direct Hire Fee Schedule:** When a Monarch Staffing candidate is selected for any direct hire position, regardless of salary, then Agency will charge **Client** twenty percent (20%) of the annual base salary awarded to the candidate of choice. Client agrees to pay Agency the compensation due and payable to Monarch Staffing forty-five (45) days from date of Direct Hire start date.

**(h) Direct Hire Guarantee:** Our Direct Hires are guaranteed for 90 calendar days (the "guarantee period") from date of hire, in accordance with the following:

Should the Direct Hire leave employment within the guarantee period for any reason which is not due to restructuring of the job description, lay-off or redeployment caused by the client, or a violation or an alleged violation of any state or federal law by the client or its employees or agents, then the Client will have the following options:

**Option 1.** Client may receive a credit of 100% of the Direct Hire fee for a period of three (3) months from the last day of employment of the Direct Hire, which Client may apply to any subsequent replacement for the *same* Direct Hire position. (If no replacement is requested within the three (3) month period, the provision of the below Option 2 will apply); **OR**

**Option 2.** Client may receive a refund of the Direct Hire fee, less Monarch Staffing's administrative costs in the amount of \$500.00. This refund will be remitted within twenty (20) days of Client's request and notice.

**Notice under the Direct Hire Guarantee.** Client must notify Monarch Staffing of its option within five (5) days of the last date of employment of Direct Hire, or Client shall waive its ability to exercise the Guarantee and Monarch Staffing will retain 100% of the Direct Hire fee. The Direct Hire Guarantee is only valid **one** time for each individual position filled by **AGENCY** and Client must be current with all payments owed to be eligible for the Direct Hire Guarantee. **Full payment within 30 days of date of invoice must be received to ensure that the Guarantee remains valid.**

**(i) Revisions to Fee Schedule.** The parties agree to meet at least thirty (30) days prior to the second anniversary of the effective date of this Agreement set forth above to negotiate changes to the Fee Schedule in Exhibit A to accommodate any documented changes in costs of Agency in providing Assigned Temporary Employees. Any change agreed upon by the parties will be effective as stated in a written amendment executed by both parties.

**5. Confidentiality of Referrals.** All candidate referrals made by Agency are made on a confidential basis and Client shall hold Agency harmless for any liability resulting from Client's unauthorized disclosure or misuse of information regarding any candidates or the candidacy.

**6. Waiver of Fee Where Candidate is Already Under Active Client Consideration.** If Monarch Staffing refers a candidate to Client with whom Client has previously interviewed or scheduled an interview with and Client so advises Monarch Staffing within ten (10) business days following the referral, Client will not owe Agency a fee in the event Client hires the candidate. Client shall provide Monarch Staffing with documentation, at Agency's request, to establish that the interview has been held or is scheduled.

**7. Confidential Information.** Both Parties may receive information that is proprietary to or confidential to the other party and its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this agreement or as required by law. No knowledge, possession or understanding of Client confidential information will be imputed to Monarch Staffing as a result of Assigned Temporary Employee(s) access to such information.

**8. Indemnification and Limitation of Liability.**

**(a)** To the extent permitted by law, Monarch Staffing and Client will defend, indemnify, and hold each other and their respective parents, subsidiaries, directors, officers, agents, representatives, assigns, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by the other party's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1 or 2, as applicable; any claims for discrimination, retaliation or other violation of equal employment opportunity federal, state or local laws; or the negligence or willful misconduct of the other party's officers, employees, or authorized agents.

**(b)** Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

**(c)** As a condition precedent to indemnification, the party seeking indemnification will inform the other party within forty-five (45) days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

**(d)** The provisions in section 8 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

**9. Miscellaneous.**

**(a)** Provisions of the Agreement, which by their terms extend beyond the termination or non-renewal of the Agreement will remain effective after termination or nonrenewal.

**(b)** Each provision of the Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected. The parties to this Agreement do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under this Agreement from either County or Consultant.

**(c)** This Agreement and the exhibit attached to it contain the entire agreement and understanding between the parties and supersede any and all prior agreements and understandings relating to the subject matter of the Agreement. No provisions of the Agreement may be amended or waived unless agreed to in writing and signed by both parties.

**(d)** Neither party will transfer or assign the Agreement without the other party's written consent. The provisions of the Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors and assigns. **(e)** Neither party will be responsible for failure or delay in performance of the Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God or any other causes beyond the control of the nonperforming party.

**(e) Choice of Law:** This agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to any conflicts of law principles.

**(f) FEMA.** Client may determine to apply for a grant from the Federal Emergency Management Agency ("FEMA") which may reimburse Client for all or a portion of the cost of the services provided by Agency hereunder. In order to assist Client in obtaining such grant to reimburse such costs, Agency hereby agrees to comply with the provisions set forth in Exhibit B.

**10. Term; Cancellation.** This Agreement shall be for a term of five (5) years from the effective date stated above and may be renewed for an additional two (2) year term upon the written agreement of the parties (including any changes to the Fee Schedule in Exhibit A). The Agreement may be terminated by either party upon thirty (30) days written notice to the other party, except that, if a party becomes bankrupt, or insolvent, discontinues operations or fails to make any payments as required by the Agreement, either party may terminate the agreement upon forty-eight (48) hours written notice.

*Authorized representatives of the parties have executed this agreement below to express the parties' agreement to its terms.*

**COUNTY OF DELAWARE**

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Signature

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Printed Name

---

Title

MEMBER



American Staffing Association

110A Baltimore Pike, Springfield, PA 19064 P: 610.604.0202 | F: 610.604.0280

[www.monarchstaffing.com](http://www.monarchstaffing.com)

**MONARCH STAFFING, LLC**

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Signature

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Printed Name

---

Title





## Exhibit A

### Fees for Temporary Staffing at the County Of Delaware

	Hourly Pay Rate (Minimum)	Hourly Pay Rate (Maximum)	Monarch Fee (applied to Hourly Pay Rate)	Direct Hire Fee%
<b>Administrative</b>				
Administrative Assistant	\$16.38	\$23.86	40%	10%
Call Center Representative	\$18.75	\$27.32	40%	10%
Elections Clerk	\$14.31	\$20.85	40%	10%
<b>Finance</b>				
Financial/Budget Analyst	\$34.05	\$49.59	45%	20%
Staff Accountant	\$28.76	\$33.67	45%	20%
Accounting Assistant	\$15.31	\$25.31	45%	10%
Purchasing Agent	\$18.75	\$27.32	45%	10%
<b>Professional/IT</b>				
Recruiter	\$26.31	\$38.33	45%	15%
IT Help Desk Analyst	\$20.06	\$29.21	45%	10%
IT Network Specialist	\$21.47	\$31.27	45%	20%
HR Assistant	\$16.38	\$23.86	45%	10%
<b>Labor/Maintenance/Trades</b>				
Mailroom Clerk	\$12.50	\$18.21	38%	10%
Election Ballot Machine Operator	\$14.31	\$20.85	38%	10%
Warehouse Technician	\$17.52	\$25.52	38%	10%

Total hourly fee for an Assigned Temporary Employee paid to Monarch Staffing will equal (1) Hourly Pay Rate (as confirmed in an e-mail to the County of Delaware) plus (2) Monarch Fee (calculated as a percentage, set forth above, of the Hourly Pay Rate).

Above schedule is effective for Assigned Temporary Employees with start dates on July 1, 2022, or after. Fees under prior contract will continue to apply for Assigned Temporary Employees with start dates prior to July 1, 2022.

**Payrolling Services:** In the event that the County of Delaware sends Monarch Staffing an employee/ payrollee to send back to the County of Delaware as employee of Monarch Staffing working for the County of Delaware, Monarch will charge the Client a 45% fee about the hourly rate agreed upon between Monarch and the County of Delaware.

### PRESCREENING SERVICES NEEDED:

**Background Checks:** As requested by Client, Monarch Staffing will conduct the appropriate criminal background checks on all Assigned Temporary Employee(s) scheduled for placement at the County of Delaware with no additional pass-through cost to Client. For positions at Human Services Buildings; it is understood that Monarch Staffing will complete the additional background screenings to include child abuse clearances and Act 168.

*Authorized representatives of the parties have executed this agreement below to express the parties' agreement to its terms.*

**THE COUNTY OF DELAWARE**

Signature

Printed Name

Title

MEMBER



American Staffing Association

Date  
110A Baltimore Pike, Springfield, PA 19064 P: 610.604.0202 | F: 610.604.0280  
www.monarchstaffing.com

**MONARCH STAFFING, LLC**

Signature

Printed Name

Title

Date



## **Exhibit B**

- A. The parties shall comply with all federal laws and regulations applicable to the receipt of Federal Emergency Management Agency (“FEMA”) grants, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 (“2 CFR 200”), including Appendix II to such Part (“Appendix II”).
- B. Additional Agreements. The parties hereby agree to the following provisions to the extent applicable to the FEMA Grant and/or to the goods and/or services provided by Contractor under the Contract.
  - 1. Client (referred to herein as “County”) confirms that it is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce compliance by Agency (referred to herein as “Contractor”) with the terms of the Contract, except to the extent expressly provided otherwise by the Contract.
  - 2. County confirms that it may terminate the Contract for cause or convenience in accordance with the procedures set forth in the Contract.
  - 3. Compliance with Equal Employment Opportunity. This contract does not meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3.
  - 4. Contract Work Hours and Safety Standards Act. Where applicable (see 40 U.S.C. §§ 3701-3708), if this contract is in excess of \$100,000 and involves the employment of mechanics or laborers compliance with the following provisions is required.

**APPLICABLE:**   YES    NO.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and any subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities

of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. Compliance with the Clean Air Act and the Federal Water Pollution Control Act. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §7401 et seq. (“CAA”) and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. (“FWPCA”). Contractor agrees to report each violation of the CAA and the FWPCA to County and understands and agrees that County will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**APPLICABLE: X YES          NO.**

6. Suspension and Debarment
  - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - b. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Compliance with Byrd Anti-Lobbying Amendment

- a. Contractor hereby certifies to the best of its knowledge that:
  - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- b. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. By executing this Amendment, Contractor hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

8. Procurement of Recovered Materials. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired: (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**APPLICABLE:**    YES  NO.

9. Access to Records. Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
10. Use of DHS Seal. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
11. Compliance with Federal Law. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. Non-Obligation of Federal Government. The Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
13. Program Fraud and False or Fraudulent Statements or Related Acts. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
14. Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Contractor may subcontract portion of their obligations under the Agreement upon prior written consent by County; provided that the following affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms (such terms to have the same meanings as under 2 CFR Section 200.321) are to be used when possible: (i) place qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (v) use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and Contractor.



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Theresa Shepherd, Human Services

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval of Early Learning Resource Center Regulated Provider Agreement(s) for the attached list for Fiscal Year 21/22 for the increase provision of subsidized child care. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** 1922-4204-631000

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** N/A\*

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** The attached list of Regulated Providers have submitted the required information to establish a Provider Agreement with Early Learning Resource Center (ELRC) of Delaware County to accept subsidized child care clients. Subject to Solicitor's approval.

**ATTACHMENTS:**  
[Attachment\\_ELRC\\_List\\_2122.pdf](#)

**EARLY LEARNING RESOURCE CENTER REGION 15 (ELRC)  
21/22 REGULATED AGREEMENTS**

<b><u>AGREEMENT NUMBER</u></b>	<b><u>PROVIDER</u></b>	<b><u>TERM</u></b>	<b><u>AMOUNT</u></b>
ELRC 901/21	Growing Minds Learning Academy LLC	12/1/21-*	N/A (Based on maximum State childcare allowance)

**\*Either party may terminate this Agreement in accordance with Article IV of this Agreement.**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Theresa Shepherd, Human Services

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to Amend Contract #DA 33/21 between the Department of Human Services, Drug and Alcohol and 79 Blue Ridge Drive, LLC dba Way of Life Recovery to add another recovery house to their agreement. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** 1222-4392-631000

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** N/A

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Amendment #1 to add another recovery house to the agreement of 79 Blue Ridge Drive, LLC dba Way of Life Recovery. See attached documentation.

**ATTACHMENTS:**

[79\\_BlueRidge\\_Drive\\_Summary.pdf](#)

[79\\_BlueRidge\\_Drive\\_ProgramDescription.pdf](#)

[79\\_BlueRidge\\_Drive\\_Documentation.pdf](#)

## **Delaware County Human Services Request for Contract Amendment**

*Program Office: Drug and Alcohol*

Provider: 79 Blue Ridge Drive, LLC dba Way of Life Recovery

*Current Contract Amount:* NA

*Current Contract Effective Dates:* 7/1/2021 to 6/30/2022

*Proposed Contract Amount:* NA

*Proposed Contract Increase/Decrease:*      NA

*Proposed Contract Effective Dates:* 07/01/2021 to 06/30/2022

*Funding (Entire Contract):*

Federal Funding Source(s): Block Grants for the Prevention and Treatment of Substance Abuse 93.959 Amount: 14%

State Funding Source(s): Department of Drug and Alcohol State General Amount: \_\_\_\_\_  
Assistance \_\_\_\_\_ 21%  
Human Services Block Grant Amount: 64%

Other Fuding Source(s): \_\_\_\_\_

*Available Budget (Only for Increase Amount):*

SAP Account(s) 1222-4392-631000 Balance: 201,218.60

**Amendment Statement:**

Human Services – Drug and Alcohol is requesting to amend Contract #DA 33/21 with 79 Blue Ridge Drive, LLC dba Way of Life Recovery to add another recovery house to their agreement.

**Amendment Request:**

Recovery House Provider, 79 Blue Ridge LLC, dba Way of Life Recovery has recently opened new male recovery house. This will be Way of Life's thirtieth recovery house which the Single County Authority would like to add to the list of eligible contracted recovery house services. The new male house is located in Lansdowne, PA. The house holds one (1) house manager, one (1) assistant manager, and seven (7) clients for a total of nine (9) individuals to reside. The house has One full bathroom on the second floor, one powder room on the first floor, living room area, dining room, kitchen, and a basement where washer and dryer are located for residents to access.

**Program Need for Requested Service:**

The above added recovery house is needed within the Delaware County Recovery House continuum of care. The recovery house will give men in active recovery a supportive environment to live in, utilizing county funding if individual is eligible and approved, while they attend outpatient or intensive outpatient treatment and search for jobs. The addition of the house will expand Single County Authority Recovery House Services creating a more robust list of recovery houses for individuals to access funding they need in order to support their recovery through a sober living environment.

*Was a Request for Proposal Issued?* Yes \_\_\_\_\_ No  Date: \_\_\_\_\_

*Number of Proposals received:* N/A

**Summary of Request for Proposal Process:**

N/A

**Rationale for Choosing Current Provider versus Issuing a Request for Proposal:**

N/A

**Plan to issue Request for Proposal or rationale if not planning on issuing one:**

No request for proposal will be issued for the services above due to the need for having additional recovery houses within the drug and alcohol continuum of care. If provider is in good standing with County and State requirements, we will enter into contract agreement to provide the needed recovery house services to as many clients as possible.

**Metrics utilized to evaluate provider and results of last assessment:**

The Delaware County Single County Authority evaluates in-county contracted recovery house providers using a quality metrics survey which is submitted on a monthly and quarterly basis. The metrics report obtains information on how many individuals are referred to recovery house services, successful completion rates, and outcomes data. The monthly and quarterly submission are analyzed

by the contracted drug and alcohol evaluator and Single County Authority. Results of last submitted metrics: attached.

The additional house was toured on and monitored on 1/28/22 by Drug and Alcohol case management staff utilizing a safety checklist, tour summary: attached.

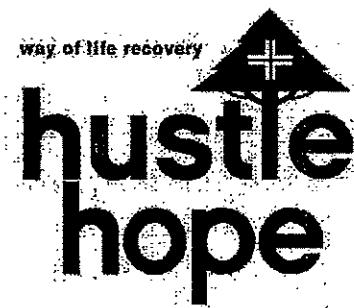
Recovery House Service Providers are also monitored on an annual basis by Single County Authority case management staff, utilizing the PA Department of Drug and Alcohol Monitoring Tool, which indicates technical assistance and corrective plans for both fiscal and program requirements.

Date Request Discussed with Human Services Director: 3/22/2022

Program Approval: Pamela Bell Date: 3/22/22

Fiscal Approval: Takia Hartney Date: 3-24-22

Human Services Director: Samira Date: 3/24/22



## Way of Life Recovery

Description: Male Recovery House in Lansdowne, PA, 19050 (New House Effective 10/2021)

Address: [REDACTED] (redacted for resident safety)

- 1 House Manager / 1 Assistant House Manager / 7 clients
  - House manager: single bed in room / 2<sup>nd</sup> floor
  - Assistant manager: single bed in room / 2<sup>nd</sup> floor
  - Clients: 2 beds in room / 2<sup>nd</sup> floor
  - Clients: 5 beds in room – intake room / top floor

Overall, the male recovery house has a total of four bedrooms, one single bed manager room on second floor, one single bed assistant manager room on the second floor, one two bed bedroom on second floor and on the third floor we have five intake beds. (The third floor has a large room for intake clients).

House also consists of one full bathroom on the second floor, one powder room on the first floor, living room, dining room, kitchen, and a basement where washer and dryer are located.

**Delaware County Office of Behavioral Health**

**Division of Drug and Alcohol**

**Quality Metrics and Evaluation Report**

**Provider:** Way of Life

**Date:** 3/2/2022

**Type of Program** (check all that apply and complete corresponding section(s) attached)

\*Submit all reports to SCAuths@delcohsa.org

Case Management

*Assessment Metric is due the 15<sup>th</sup> of each month for the previous month*

*CM Access and Services 2-4 metrics due in over access report quarterly on September 15<sup>th</sup>, December 15<sup>th</sup>, March 15<sup>th</sup>, June 15<sup>th</sup>*

Outpatient

*Outpatient metrics C-F due quarterly on September 15<sup>th</sup>, December 15<sup>th</sup>, March 15<sup>th</sup>, June 15<sup>th</sup>*

*Outpatient metrics A, B, G, and H due monthly by the 15<sup>th</sup> of the month for the previous month.*

Inpatient

*Inpatient metrics A-D due quarterly on September 15th, December 15th, March 15th, June 15<sup>th</sup>*

*Inpatient metrics E and F due monthly on the 15<sup>th</sup> of each month for the previous month*

Recovery House

*Recovery House metrics 1-4 and 6 due quarterly on September 15th, December 15th, March 15th, June 15<sup>th</sup>*

*Recovery House metric 5 due monthly on the 15<sup>th</sup> of each month for the previous month.*

ATOD Prevention Education (separate report submissions)

Staffing (ALL) Due quarterly on September 15th, December 15th, March 15th, June 15th

Consumer Satisfaction (ALL) Due annually on June 15<sup>th</sup>

## **Recovery House**

*The following metrics (1-4 and 6) are due quarterly on September 15th, December 15th, March 15th, June 15<sup>th</sup>*

1. Number of total individuals referred each quarter: 23
2. Number of total individuals accepted each quarter: 23
3. Number of individuals that completed the program successfully: 8
4. Number of individuals still enrolled in the program each quarter: 30
6. Root cause analysis of individuals who don't complete program successfully each quarter, including but not limited to: (indicate number of each or specify 'other')
  - a. Deceased: \_\_\_\_\_
  - b. Incarcerated: \_\_\_\_\_
  - c. Relapsed: 4
  - d. Left Against Program Recommendation: \_\_\_\_\_
  - e. No show: \_\_\_\_\_
  - f. Other: \_\_\_\_\_

Notes: \_\_\_\_\_

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  - g. Terminated by Recovery House: 1
  - h. Transferred to Other Recovery House: \_\_\_\_\_
  - i. Transferred to Other D&A facility for higher Level of Care: 1

## **Staffing**

*The following metrics are due quarterly on September 15th, December 15th, March 15th, June 15th*

**Staff Turnover:**

**(Indicate roles/number of each and reasons if known)**

<b>Role</b>	<b>Number</b>	<b>Reasons</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Indicate vacancies by role:**

<b>Role</b>	<b>Number</b>
_____	_____
_____	_____
_____	_____
_____	_____

**Indicate the number of hours provided for each during reporting period:**

**Training: 2 hours**

**Supervision: \_\_\_\_\_**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Theresa Shepherd, Human Services

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to accept funding from the Commonwealth of Pennsylvania, Department of Human Services for the Family Centers Program. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** 1523-9912-435202 / 1523-9915-435202 / Account to be setup and  
**ACCOUNT:** Funds to be transferred.

**ESTIMATED/ACTUAL COST OF** \$639,450 (\$213,150 per fiscal year)

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:** Approval to Accept Grant

**ADDITIONAL COMMENTS:** See attached request to except Grant Funding.

**ATTACHMENTS:**

[Family\\_Centers\\_Grant\\_Summary.pdf](#)

[FamilyCentersDocumentation.pdf](#)

**Delaware County Human Services Request to Accept Funding/Grant**

*Program Office: Adult and Family Services*

*Grant/Funding Title: Family Centers Grant*

*Funding Entity: Commonwealth of Pennsylvania, Department of Human Services*

*Amount of Funding/Grant: \$ 639,450 (\$213,150 per Fiscal Year)*

*Effective Dates of Funding/Grant: July 1, 2022 through June 30, 2025*

*Funding Type:*

Federal Funding Source(s): Promoting Safe and Stable Families 93.556 Amount: \$ 383,670

State Funding Source(s): Office of Child Development and Early Learning - Community Based Family Center Amount: \$ 255,780

Other Funding Source(s): \_\_\_\_\_ Amount: \_\_\_\_\_

County Funding: \_\_\_\_\_ Amount: \_\_\_\_\_

*Statement Summarizing Funding/Grant Acceptance:*

Human Services, Adult and Family Services requests approval to accept funding from the Commonwealth of Pennsylvania, Department of Human Services for the Family Centers Program.

*Specifics of Funding/Grant:*

The Family Center Program has been in operation since 1992 and is a program that serves as a vehicle for integrating and providing services to help children and families become healthy, safe, and self-sufficient. The Family Center Initiative primarily focuses on providing early childhood education services and supports to parents and their young children, prenatal through age five, in order to prevent child abuse and neglect prior to, or at the beginning of, involvement with a County Children and Youth Agency. The Delaware County Family Center is located on the grounds of Mercy Fitzgerald Hospital and offers Parents as Teachers program to 35 Households, Recovery Parenting Workshop – 3 to 4 times per year with maximum of 15 attendees, Monthly Community Education Workshops, Project Elect and other individual and group programming.

*Program Need for Services:*

The mission of the Delaware County Family Center is to help families become strong, self-sufficient members of the community and, since its inception in 1992, Delaware County Family Center has served thousands of families and children through their programming.

*Date Request Discussed with Human Services Director:* 3/25/22

*Program Approval:* Jessica Fink *Date:* 03/11/2022

*Fiscal Approval:* TaeK Hartney *Date:* 3-17-22



2/25/22

**Rider 2**  
**Delaware County Family Center Work Statement**  
**Family Centers**

**I. General Information**

**I-I. Overview of Family Center Project.**

The Department's Office of Child Development and Early Learning ("OCDEL"), Bureau of Early Intervention Services and Family Supports is seeking to continue the funding of Family Centers ("FCs"), which provide Evidence-Based Home Visiting ("EBHV") and Family Support services to families, caregivers, and children within the Commonwealth.

FCs integrate and provide community services to help families become healthier, better educated, and self-sufficient. All FCs provide an EBHV program. In addition to providing EBHV programs, FCs provide Family Support Services that help parents learn about their children's development and engage in parent education and child development activities. FCs may also provide access to information about health care (including assistance with health care services and insurance), education, training, employment, developing language skills, literacy programs, parent support groups, summer and after school activities and other community resources and services. Grantees may use up to no more than 25% of the available funding to provide additional Family Support Services. If providing Parenting Type Class programs, they must be Evidence-Informed. Please note that the linked list of programs uses the term Evidence-Based however, while the selected program may be evidence-based through research, OCDEL has chosen to solely use the term Evidence-Based to refer to the Home Visiting Programs approved for use on the Home Visiting Evidence of Effectiveness (HomVEE) list. The FC services provided by this grant must align within the federal definitions of Family Preservation or Family Support services set forth in Title IV-B, Subpart 2 of the Social Security Act, 42 U.S.C. §§ 629-629i, Promoting Safe and Stable Families ("PSSF"). See 42 U.S.C. § 629a for definitions.

**EBHV** is a prevention and intervention strategy that connects pregnant mothers and new caregivers with nurses, mental health clinicians, parent educators, and other trained professionals for a diverse array of intensive support services. For caregivers who opt into these support services, health professionals regularly travel to the caregivers' homes or another natural learning environment to provide the tools, guidance, and support necessary to raise a healthy family. Because home visiting is a service delivery strategy, individual programs, their goals, and their evidence base can differ dramatically. These programs vary with respect to the age of the child, eligibility criteria of the family, range of services offered, intensity and frequency of home visits, and content of the curriculum used in the program but programs. Individual programs should be responsive to the needs of the community they intend to serve. All home visiting programs are based on the belief that services delivered in a family's natural learning environment will have a positive impact and that altering parenting practices can have long-term benefits for child development. For this grant, EBHV is defined as an approved program on the U.S. Department of Health and Human Services, Administration for Children & Families Home Visiting Evidence of Effectiveness ("HomVEE") website (<https://homvee.acf.hhs.gov/home>). Grantees must use no less than 75% of the available funding to support the implementation of EBHV.

**I-II. Implementation Requirements.**

1. Grantees **must** continue to implement at least one approved EBHV Model.
2. Grantees **may** apply to implement one or more Family Support Services as defined in **Work Statement Sections I-I and I-IV.**
3. Grantees **may not** use more than 25% of their total requested funding for additional FC Services beyond the implementation of EBHV and must use at least 75% of their total requested funding for EBHV Model(s) implementation.
4. Grantees **are not** required to implement additional FC Services with these funds and may use 100% of their requested funding for implementation of an EBHV Model(s). Grantees should be providing Family Center services through other in-kind or fiscal support if solely funding EBHV with this award.

5. Grantees **must** collect all federal and state mandated performance measures and demographic data provided below in **Work Statement Section I-IX**, utilizing a method determined by the Department.

6. Grantees **must** participate in the federal and state mandated Continuous Quality Improvement (“CQI”) efforts using a method and timeframe determined by the Department.

7. Please see **Work Statement Section I-VIII** for additional program requirements for all programs. Grantees must agree to and fully implement each program requirement listed in **Work Statement Section I-VIII**. DHS will not enter into a Grant Agreement with any Grantee that fails to agree to a program requirement. A Grantee’s failure to fully implement a program requirement to which it agreed in this Work Statement may result in a reduction of its grant award or termination of its grant agreement.

8. Grantees **must** complete and submit designated reports to DHS, and cooperate with and participate in periodic management reviews, monitoring, and evaluation activities, as outlined in **Work Statement Section I-VIII**.

9. Grantees **must** utilize the Strengthening Families™ Protective Factors Framework (“SFPFF”), developed by the Center for the Study of Social Policy. The SFPFF is an approach that is parent-centered and strengths-based. OCDEL recognizes that when the five protective factors are robust in a family, it reduces the likelihood of child maltreatment and creates an environment where children thrive. Additional information on the SFPFF is included in **Work Statement Section I-X**.

### **I-III EBHV Requirements.**

1. Grantees must refer to the U.S. Department of Health and Human Services, Administration for Children & Families Home Visiting Evidence of Effectiveness (“HomVEE”) website (<https://homvee.acf.hhs.gov/effectiveness>) for a list of approved EBHV Models. All Models designated on the website as approved under the “Meets Evidence Criteria?” column are eligible for funding unless otherwise specified under the requirements below.

EBHV Models that are not specified within this Grant Agreement are ineligible for grant funding. If, prior to the Work Statement due date, additional models are added to the HomVEE list specified above, they will be considered eligible models for this Grant Agreement.

Currently, the approved EBHV Models for this Grant Agreement consist of the following:

- Attachment and Biobehavioral Catch-Up Intervention- Infant
- Child First
- Early Head Start-Home-Based Option
- Early Start (New Zealand)
- Family Check-Up® For Children
- Family Connects
- Family Spirit®
- Health Access Nurturing Development Services Program
- Healthy Beginnings
- Healthy Families America®
- Home Instruction for Parents of Preschool Youngsters®
- Maternal Early Childhood Sustained Home-Visiting Program
- Maternal Infant Health Program
- Minding the Baby®
- NFP®
- Parents as Teachers (“PAT”)®
- Play and Learning Strategies (“PALS”) Infant
  - **Note:** The HomVEE website combines information across all versions of PALS except for PALS Infant. Some other versions of PALS have at least one high or moderate-quality impact study, but no version of the model other than PALS Infant meets the HHS criteria for an EBHV Model, thus PALS Infant is the only approved Model for this Grant.

- SafeCare® Augmented
  - **Note:** The HomVee website combines information across all versions of SafeCare except for SafeCare Augmented. The main version of SafeCare has no high or moderate-quality impact studies. Some other versions of SafeCare have at least one such study, but no version of the Model other than SafeCare Augmented meets HHS criteria for an EBHV Model, thus SafeCare Augmented is the only approved model for this Grant.
- When selecting a Model(s), Grantees must confirm that the Model(s) can:
  - Meet the needs of the community the Grantee is serving; and
  - Provide the best opportunity to accurately measure and achieve meaningful outcomes in benchmark areas and measures as defined in **Work Statement Section IX**.

2. Grantees **must** dedicate 75% or more of awarded funding to the implementation and support of high-quality EBHV Model(s).
3. Grantees **must** provide services with fidelity to one or more of the approved Models listed in **Work Statement Section I-III**.
4. Grantees **must** rely on their selected Model(s)'s guidance when determining a family capacity for home visiting staff.
5. Grantees **must** provide early childhood education services and supports to strengthen parents and their young children (prenatal through age five) and to prevent child abuse and neglect prior to or at the beginning of any involvement with a county children and youth agency (“CCYA”).
6. Grantees are **not** required to have a lead agency, or have their funds passed through a county, school district or other entity.

#### **I-IV Family Support Services Requirements.**

1. Grantees may not utilize more than 25% of the funding awarded for Family Support Services.
2. The Family Support services provided must align with the federal definitions of Family Support or Family Preservation as defined in Title IV-B, Subpart 2 of the Social Security Act, 42 U.S.C. §§ 629-629i, PFSF. Definitions are included in **Work Statement Section I-I**.
3. Administrative Positions that are used to support the implementation of one or more EBHV Model(s) **are not** considered Family Support Services. **For example:** Data/Administrative Staff or the Director of the program. If the administrative position is used to support the implementation of the EBHV Model and is not an additional position providing a new service to the program, it is **not** considered a Family Support Service.
4. Grantees **may not** use their grant funding to fund activities such as field trips to an amusement park, zoo, or other trips, unless they are an integral part of the EBHV Model(s) or the Family Support Services being implemented, and the selected Grantee obtains prior approval from the Department.
5. Grantees **may not** use funding to support any parents' position in custody or child support matters, whether financially or through counseling or other support services.
6. Grantees **must** support community-based efforts to develop, operate, expand, enhance, and coordinate initiatives, programs, resources, and activities to strengthen and support families and foster understanding, appreciation, and knowledge of diverse populations in order to effectively prevent child abuse and neglect.

7. If providing Parenting Type Class programs, they must be Evidence-Informed, as set forth in **Work Statement Section I-I**.
8. Grantee **may not** use this funding to implement a Fatherhood Program.
  - A. Which includes the following:
    - i. EBHV Models with a focus on solely serving fathers;
    - ii. Parenting Inside Out;
    - iii. InsideOut Dad;
    - iv. 24/7 Dad; or
    - v. Any program focused on solely serving fathers.
9. Family Support Services within the FC, may include, but are not limited to the following:
  - A. **FC Services**
    - i. FCs help parents and caregivers:
      - Learn about their child's development.
      - Engage in parent education and child development activities.
      - Access health care information, as well as assistance regarding health care services and insurance.
      - Access education, training, and employment information; and
      - Receive information on and assistance with other community resources such as well-baby care, immunizations, and Early Intervention services.
    - ii. A FC location or location(s) may be the site for the provision of other services, which may be provided by or with other agencies. Such services may include, but are not limited to respite care, literacy programs, kindergarten readiness, domestic violence and crisis intervention services, money management counseling, peer support groups, after school programs, parenting education, anger management, transportation services, job preparation courses, and visitation programs for non-custodial parents.

**I-V Operations**

Instructions: Respond to each item below using additional pages as necessary.

Grantee Information	
Grantee Name	County of Delaware, PA
Grantee Mailing Address	20 South 69 <sup>th</sup> Street, third floor, Upper Darby PA 19082
Grantee Website	<a href="https://www.delcopa.gov">https://www.delcopa.gov</a>
Grantee Contact Person	Kristen Liberati
Contact Person's Phone Number	610-532-2811
Contact Person's Fax Number	610-532-3266
Contact Person's Email A	Kliberati@dciu.org
Grantee Federal ID Number (DUNS)	076954890
Grantee Federal ID Number (UEI)	HBWCWN9U72H8
Grantee Vendor Number	139089-27

Program Area and EBHV Model(s)		
Family Center Names	Program Area (Zip Code or County(ies)	EBHV Model(s)
Delaware County Family Center	Delaware County	Parents as Teachers

Signature	Printed Name	Title
	Jessica Fink	Adult and Family Services Administrator
Signature of an official authorize to bind the Work Statement to the provisions contained in the Grant Agreement.		

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE WORK STATEMENT MAY RESULT IN THE CANCELLATION OF THE AWARD**

Primary Program Contact Information	
<b>Name</b>	Kristen Liberati
<b>Title</b>	Lead Coordinator for Early Childhood Services
<b>Organization</b>	Delaware County Intermediate Unit
<b>Phone</b>	610-532-2811
<b>Fax</b>	610-532-3266
<b>Mailing Address</b>	200 Yale Ave Morton PA 19070
<b>Email Address</b>	Kliberati@dcicu.org

Primary Fiscal Contact Information	
<b>Name</b>	Jackie Hartney
<b>Title</b>	Fiscal Officer II / Behavioral Health Programs
<b>Organization</b>	Delaware County Department of Human Services Administration
<b>Phone</b>	610-713-2246
<b>Fax</b>	(610) 713-2378
<b>Mailing Address</b>	Delaware County Department of Human Services Adult and Family Services 20 South 69th Street, Third floor Upper Darby, PA 19082
<b>Email Address</b>	hartneyj@delcohsa.org

Primary Supervisor Contact Information	
<b>Name</b>	Jessica Fink
<b>Title</b>	Adult & Family Services Administrator
<b>Organization</b>	Delaware County Department of Human Services
<b>Phone</b>	610-713-2365
<b>Fax</b>	610-713-2378
<b>Mailing Address</b>	Delaware County Department of Human Services Adult and Family Services 20 South 69th Street, Third floor Upper Darby, PA 19082
<b>Email Address</b>	finkj@delcohsa.org

Primary Data Contact Information	
<b>Name</b>	Angela Jones-Eddins
<b>Title</b>	Family Development Specialist

<b>Organization</b>	Delaware County Intermediate Unit
<b>Phone</b>	610-532-2811
<b>Fax</b>	610-532-3266
<b>Mailing Address</b>	1515 Lansdowne Avenue, Mercy Fitzgerald Campus St. Bernard Hall, 2nd Floor Darby, PA 19023
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Primary CQI Contact Information	
<b>Name</b>	Kristen Liberati
<b>Title</b>	Lead Coordinator for Early Childhood Services
<b>Organization</b>	DCIU
<b>Phone</b>	610-532-2811
<b>Fax</b>	610-532-3266
<b>Mailing Address</b>	200 Yale Ave Morton PA 19070
<b>Email Address</b>	Kliberati@dciu.org

Additional Contact Information	
<b>Name</b>	
<b>Title</b>	
<b>Organization</b>	
<b>Phone</b>	
<b>Fax</b>	
<b>Mailing Address</b>	
<b>Email Address</b>	

## I-VI – EBHV Services

**Directions:** If providing EBHV Model(s) out of one primary location, which may serve one or more counties please complete **Chart 1** for the first year of the grant term. If providing EBHV Model(s) out of multiple locations, please complete **Chart 2** for the first year of the grant term. Please add or remove rows as necessary. The Department will collect this data in future grant years to update service capacity. Note: Family Capacity is defined as the maximum number of families that could be served at one time based upon a full complement of home visitors.

### 1. EBHV Service Capacity

EBHV Chart 1 – Year 1				
EBHV Model(s)	Existing Model or New (Existing or New)	County	Existing Service Area (Yes or No)	Family Capacity
Parents as Teachers	Existing	Delaware	Yes	20
<b>Totals</b>				193,150
<b>Total Cost Per Family (EBHV Budget / Total Family Capacity)</b>				9,657.50
<b>Family Center Services Budget if Applicable Do not Include EBHV Budget</b>				20,000
<b>Total Budget Including Family Center Services</b>				213,150

EBHV Chart 2 – Year 1				
Location	EBHV Model(s)	Existing Model or New (Existing or New)	County	Existing Service Area (Yes or No)
Totals				
<b>Total Cost Per Family (EBHV Budget / Total Family Capacity)</b>				
<b>Family Center Services Budget if Applicable Do not Include EBHV Budget</b>				
<b>Total Budget Including Family Center Services</b>				

**Directions:** Please answer the following questions. Please limit the response to all questions to **no more than 8 pages, excluding any required charts.**

## **2. EBHV Summary and Fidelity**

**Name the EBHV Model(s) that the Grantee will implement. Describe the specific service strategies and methods that will provide comprehensive support to identified families. Explain how the Grantee will fully implement the proposed EBHV Model(s) with fidelity to the approved Model(s).**

Parents as Teachers (PAT) is a national, evidence-based home visiting program for parents with children age birth to kindergarten. The Family Development Specialist will maintain an active caseload of 20 families. PAT is based on the concept that the experiences in the beginning years of a child's life are critical in laying the foundation for school and life success. PAT focuses on parents being a child's first and most influential teacher and is designed to provide parents with the information and support they need to support their child's healthy development. PAT offers regularly scheduled home visits by a certified Parent Educator (Family Development Specialist staff member) who provides timely information on child development and ways to encourage learning.

Families enrolled in Parents as Teachers receive at least 1 home visit a month, with additional visits offered to families identified with more needs. Each visit focuses on three areas of emphasis: Parent-Child Interaction, Development-Centered Parenting, and Family Well-Being. Parent-Child activities are directed toward the child's development in four areas: language, intellectual/cognitive, social/emotional, and motor/physical.

A minimum of 12 group connections a year are offered to both enrolled and non-enrolled parents to share experiences and gather additional support. The focus of these connections includes child development, information about accessing other social services, health information, and other related topics. Meals or snacks are served at these programs and childcare is offered by staff when appropriate. Parents can develop a network of peer support.

The Delaware County Family Center will continue to implement the Parents as Teachers model with fidelity. For the 20-21 program year, all essential requirements were met by the program as monitored by the National Center.

## **3. Recruitment and Transition of Participants.**

**Describe how the Grantee will recruit participants for their EBHV Model(s). List the Grantee's anticipated referral sources.**

The Delaware County Family Center will use a wide array of recruitment strategies to recruit participants to the Parents as Teachers home visiting program. The Program Coordinator and Specialist will participate in coalition meetings to network with partner agencies and present on Family Center services. In addition, outreach materials will be shared monthly to all community partners in a constant contact email newsletter.

The Delaware County Family Center is a part of the Delaware County Intermediate Unit's Early Childhood Education programs. It has a strong partnership with the DCIU Early Head Start/Head Start and Early Intervention programs for program cross-referrals.

In addition, in the 21-22 program year, the Family Center entered a partnership with Keystone First to receive referrals for Keystone First members to receive home visiting services through the Family Center.

### **Referral Sources:**

- Children and Youth
- Peer Referral

- DCIU Early Childhood Education programs, including EHS/HS and Early Intervention
- Community Partners
- Keystone First
- Advisory Council

#### **4. Equitable Service Delivery.**

**Describe how the Grantee's policies, procedures, and professional development achieve the provision of services in a way that honors families' cultures, meets their individual needs, is accessible, and removes barriers to participation. Include a description of how these services are culturally and linguistically responsive to the community or communities the Grantee serves and intends to serve.**

For over 25 years of program implementation, the Delaware County Family Center has been the heart of a neighborhood-centered strategy to provide comprehensive, prevention-focused services for at-risk families. The Family Centers' Initiative is based on the philosophy that the most effective way to ensure the healthy growth and development of children is to support their families, and the communities in which they live. The Parents as Teachers approach is to partner, facilitate, and reflect with families. Parent Educators work with their families to learn about the family culture and values; these values are then incorporated into the specific activities that are planned for those families and resources that are provided. Parents as Teachers offers their parent handouts in many languages to be linguistically responsive. In addition, the DCIU has a contract with Language Services Associates to assist with translation services as needed with families.

#### **5. Parent and Caregiver Involvement.**

**Describe how parents and primary caregivers are involved in the design, implementation, and evaluation of the EBHV Model(s). Describe how the Grantee will continue parent and primary caregiver involvement throughout the EBHV Model(s).**

The Family Development Specialist works closely with home visiting families to design sessions that are in line with family goals. The Delaware County Family Center regularly receives parent input both formally and informally. Feedback forms are provided at the end of all events held at the Family Center to receive input on events attended and solicit feedback and suggestions for future events and programming. All PAT families are sent an evaluation to complete annually on the PAT services provided. In addition, Parents/Caregivers are invited to attend the quarterly advisory council meetings.

#### **6. County Children and Youth Services**

**Describe the Grantee's relationship with the local CCYA or how it proposes to form such a relationship, and how it will work with the CCYA to improve outcomes for children and families and use resources efficiently and effectively.**

The Delaware County Family Center has a strong relationship with Delaware County Children and Youth Services. A representative from Children and Youth is on the advisory council that meets quarterly. Children and Youth staff refer families to the Parents as Teachers home visiting program when a need is identified. Additionally, when CYS staff are working with parents that have an open case or court involvement, these parents are referred to the Family Center for parenting classes, workshops, and events.

Staff from Delaware County Children and Youth are on the distribution list for the monthly Family Center newsletters. Staff are aware of all programs and services that can then be shared with any families that they are working with. The mission of the Family Center is to provide comprehensive, prevention-focused services to families which directly align with the Delaware County Children and Youth services.

#### **7. EBHV Sustainability.**

**Identify specific short-term strategies, beginning at the EBHV Model(s) inception or continuation, and long-term strategies over the duration of the grant term that the Grantee will use to solicit and obtain continued funding for the proposed program. In describing these strategies, describe any anticipated challenges or barriers and how the Grantee will overcome these challenges or barriers.**

To maintain funding for the Delaware County Family Center, the program will continue to implement the Parents as Teachers evidence-based model with fidelity. For the 20-21 program year, all program essential requirements were met upon review by the National Center.

The Family Center will continue to research long-term strategies to expand funding and services. The Delaware County Family Center is currently working with Keystone First to expand the partnership to include funding for additional home visiting services.

## **8. Reduction in EBHV Services**

**If the recipient anticipates a reduction in EBHV services from the level currently provided based on available funding, describe how the recipient will reduce services while minimizing disruption to currently served families. For example, describe strategies to support natural attrition of families and referral of currently served families to other local high-quality early childhood programs to achieve service reduction.**

The Delaware County Family Center does not anticipate a reduction in funding or services.

## **9. EBHV Cost per Family**

**Calculate the anticipated cost per family for the year by dividing your grant amount by your family capacity - *Grant Capacity*. If the cost per family is greater or significantly lower than the national average of \$6500 per family, please provide a detailed justification. If implementing multiple models please break down the total budget for each model as well as the cost per family.**

The Family Center's grant total for 2022-2023 is \$213,150.30. Out of the grant total, \$20,000 will be allocated to support the additional Family Center Services; \$193,150.3 will be allocated for EBHV program implementation.

\$9,657.52/family for 20 families

The Family Development Specialist/Home Visitor serves an average of 22 families each month. Home visiting comprises approximately 75% of this position's duties and responsibilities. Additionally, this position implements the toddler play group and supports the parenting classes and family events. The Family Development Specialist (100% covered by Family Center's Grant) is an original Delaware County Family Center and salary/benefits has grown during her 27-year tenure.

Other programs and services offered as a result of the Family Center's grant include Parenting Education, Toddler Playgroup, Family Events, Programs, and Activities, and Information and Referral.

Additional program staff funded by the Family Center grant:

- Lead Coordinator of Early Childhood Services (12.5% funded): Family Center Director responsible for fiscal oversight, overall program implementation and monitoring, supervision of staff, and program reporting.
- ELECT and Family Center Specialist (50% funded)
- Program Assistant (50% funded)

## **10. EBHV Data Collection**

**Please describe the following: Grantee's capacity to collect data on participating families, primary caregivers, and children. This description must include all the following: (1) the Grantee's ability to collect demographic and performance data as described in Section IX for Families enrolled in EBHV programs; and (2) the Grantee's use of approved tools for the applicable screening measures. Due to federal and state reporting requirements, Grantees may not propose the use of alternative tools. One or more approved tools may need to be selected for each applicable Performance Measure based on population served.**

**The approved tools consist of:**

- **Approved Depression Screening Tools:** <http://www.pa-home-visiting.org/data-system-guide/#DepressionScreening>
- **Approved Parent-Child Interaction Screening Tools:** <http://www.pa-home-visiting.org/data-system-guide/#Parent-ChildInteraction>
- **Approved Intimate Partner Violence (IPV) Screening Tools:** <http://www.pa-home-visiting.org/data-system-guide/#IPVScreening-Tools>
- **Approved Developmental Screening Tool:** Only the Ages and Stages Questionnaire ("ASQ") is approved at this time. Grantees may choose to screen at additional ages but are expected to report on screenings at the American Academy of Pediatrics recommended ages of 9, 18, and 30 months.
- **Approved Substance Use Screening Tools:** <http://www.pa-home-visiting.org/data-system-guide/#SubstanceUseScreening-Tools>

**Describe the staff who will be involved in the data review and entry process, including, but not limited to, a description of the following:**

- **Who will enter the data into the Family Support Data System; and who will monitor the data to confirm compliance with the reporting requirements?**
  - a. **Grantee's current frequency of data collection and analysis; and**
  - b. **Grantee's data safety and security processes including protection of data privacy, and informed consent policies and procedures.**

The Family Development Specialist/Home Visitor is responsible for collecting the demographic and performance data as outlined in the grant requirements during monthly visits with families. All required data information is completed in the PA Home Visiting Data Collection System. In addition to the PA Home Visiting Data Collection System, all records for the Parents as Teachers Home Visiting program are stored in Penelope data system. Penelope is a data system approved by Parents as Teachers National Inc.

The following approved tools are used for the applicable performance measures:

*Depression Screening Tool: PHQ-9*

*Parent-Child Interaction Screening Tool: Parenting Interactions with Children (Checklist of Observations Linked to Outcomes (PICCOLO™))*

*Intimate Partner Violence (IPV) Tool: Relationship Assessment Tool*

*Developmental Screening Tool: Ages and Stages Questionnaires, 3rd Edition (ASQ-3)*

*Substance Use Screening Tool:* No tool is used at this time as this is an optional measure. The Family Center will be opting out of this data collection measure.

The DCIU takes many safety and security measures to protect all data. One of the critical elements for network protection is the firewall. A firewall is a set of interrelated programs that protects Delaware County Intermediate Unit network from users on other networks. The Delaware County Intermediate Unit's firewall prevents outsiders from accessing the Delaware County Intermediate Unit's private data resources. In addition, all family and student files will remain locked in assigned staff member's office within the Family Center building. Family and student files will not leave the Family Center building, unless written consent has been received by Program Director from family requesting access to file. Staff access list will be re-evaluated

annually, or as staffing changes occur. Program Director will make any updates needed to keep staff file access list up to date. Records will be maintained for 7 years.

All Parents as Teachers participants complete the consent for services at intake and sign a permission to release information for any records to be released/discussed with outside agencies.

**Data Roles:**

- Program Coordinator: Monitor data monthly to confirm compliance with reporting requirements; complete staffing reports and quarterly program narrative reports; staff supervision to correct any data errors and offer technical support as needed
- Family Development Specialist: All data entry in PA Home Visiting Data Collection System; Data collection from participating PAT families; Monthly enrollment report
- ELECT and Family Center Specialist: File reviews; data monitoring
- Program Assistant: Penelope data entry for all group connections and play groups; maintain referrals and waitlist

**11. Continuous Quality Improvement.**

**Please describe the Grantee's experience with CQI as it relates to the proposed EBHV Model(s). Include a description of any past CQI successes and how the Grantees existing CQI Team, if any, is working.**

**The Grantees experience with quality improvement activities required by the proposed EBHV Model(s).**

- **How the Grantee will support its CQI Team in conducting quality improvement projects and activities.**
- **Any trainings the Grantee and their staff have completed related to CQI or as a CQI team if currently implementing a CQI project.**
- **How the Grantee will:**
  - **establish a strong and sustainable CQI Team;**
  - **determine project and change ideas as a CQI Team;**
  - **work through the Plan, Do, Study, Act ("PDSA") process as a CQI team;**
  - **study data before, during and after CQI projects;**
  - **identify the need for CQI project adaption, adoption, or abandonment; and**
  - **use data to drive decision-making.**

The Delaware County Family Center is not currently participating in CQI. Training will be needed to support the program in establishing and conducting the quality improvement project. The Delaware County Family Center will rely on the Advisory Council to assist with establishing a sustainable CQI Team that includes current and former families. To determine the CQI project, APR data from the last 3 years will be reviewed as a team.

**I-VII Family Center Services**

**1. Overview of Additional Family Center Services**

**Please use this space to provide an explanation of any services, events, or community engagement that will be provided with this funding beyond the EBHV program.**

***Parenting Education***

Parenting Education Workshops are conducted throughout the program year to help parents develop their skills in raising healthy and well-adjusted children and connect families to community resources, when needed. The 4-part Positive Parenting Classes are designed to provide parents with the tools, techniques, and knowledge needed to deal with everyday parenting issues and concerns. The main topics covered include child development, nutrition, safety, discipline, self-esteem, self-care, and anger/stress management. Certificates and letters of completion are provided to all participants that complete the 4-part series.

### *Teeter Totter Play Group*

The Family Center Toddler Play Group is an interactive program that is designed to help pre-school age children learn together through play. The Family Development Specialist designs learning and socialization activities for the children and their parents/caregivers, based upon the Parents as Teachers curriculum. The play group also provides an opportunity for caregivers to connect with other caregivers while joining together in various activities. The group meets on the 2nd and 4th Tuesday of every month. During the months of July and August, this group meets weekly and is expanded to include younger and older siblings through Summer Play Dates. While the children are playing, the staff also offer behavioral coaching to parents and caregivers to support the healthy development and positive child development of all children.

### *Family Events, Programs, and Activities*

The Family Center offers monthly events for the whole family. These group connections allow an opportunity for families to come together with others in the community for fun group activities while learning about valuable community resources. All events include a group activity and a parent resource. Examples of previous events include Fall Safety Festival, Family Game Night, and Kids in the Kitchen.

### *Information and Referral*

The Delaware County Family Center helps families to become more self-sufficient through the dissemination of information, referrals and sharing of community resources and services. To ensure that families have access to information, the Family Center staff actively participate in the following four activities: (1) Respond to information and referral phone calls; (2) Disseminate information about resources during any opportunity staff has contact or interaction with families; (3) Conduct community outreach efforts by distributing information throughout the County; (4) Uses social media, internet and email blasts, and newsletters to advertise about services. The Family Center maintains an extensive network of community connections, resources, and information with up-to-date resources so that appropriate referrals can be made to individuals requesting assistance. These resources connect families to emergency food, housing assistance, clothing, insurance providers, pre-natal care, job training, and more.

## **2. Alignment with Federal Definitions**

### **How do the proposed Family Center services align with the definitions of Family Preservation or Family Support Services defined in Work Statement Section I-I.**

For over 25 years of program implementation, the Delaware County Family Center has been the heart of a neighborhood-centered strategy to provide comprehensive, prevention-focused services for at-risk families. The Family Centers' Initiative is based on the philosophy that the most effective way to ensure the healthy growth and development of children is to support their families, and the communities in which they live. The Delaware County Family Center is a safe, warm, and respectful environment, where the strengths of individuals and families are recognized and built upon in the delivery of services. The services that are offered at the Family Center, including parenting education, play groups, and family events, serve to strengthen families and promote the safety and wellbeing of children. The resources and information provided through these services provide families with the tools needed to provide a safe and stable family environment.

## **3. Family Center Services Funding**

**For year 1 of the grant, identify by County the additional FC Services that will be provided by the grant funds utilizing Chart 3. If there is more than one service location in a county, please use Chart 4. Add additional rows as necessary. Additional years will be collection prior to the start of a new fiscal year.**

**CHART 3  
Year 1**

Family Center Services	County	Family Preservation or Family Support	Anticipated Families that will be served if Applicable	\$ Amount
Parenting Education	Delaware	Family Support	40	\$5,000
Play Group	Delaware	Family Support	20	\$5,000
Family Events	Delaware	Family Support	50	\$10,000
<b>Total \$ Amount</b> Do not include the EBHV Amount in this calculation				<b>\$20,000</b>

CHART 4 Year 1					
Location	Family Center Services	County	Family Preservation or Family Support	Anticipated Families that will be served if Applicable	\$ Amount
<b>Total \$ Amount</b> Do not include the EBHV Amount in this calculation					

#### 4. Overview of Additional FC Services provided by external funds

Please use this space to provide an explanation of any services, events, or community engagement that will be provided with external funds beyond the grant funding provided. Provide the funding source covering these activities and the anticipated number of families to be served, if applicable.

The ELECT program was moved under the services implemented by the Family Center in 2010. Project ELECT (Education Leading to Employment and Career Training) provides comprehensive case management and support services to school age pregnant and parenting students throughout Delaware County. All participants are provided with case management, individual and group sessions, academic support, parenting education, child development instruction, home visits, secondary pregnancy prevention, support to access childcare and transportation, and transition assistance. The program is implemented by the Family Center Director, 3 full time Case Managers, the ELECT and Family Center Specialist, and a Program Assistant/Data Entry Specialist. The ELECT program is funded to serve 92 pregnant and parenting students for the current program year.

#### **I-VIII. FAMILY SUPPORT PROGRAM REQUIREMENTS.**

**Directions.** Please review all program requirements and initial for each below. Please sign the last page of this document. Include these pages as part of the Grant Agreement. Failure to agree and fully implement the program and fiscal terms below may affect award, the renewal of the grant agreement, and the ability to compete in the next competitive application process and may result in the reduction or revocation of the award.

The Office of Child Development and Early Learning will release Announcements as specified in Section A of “General” and a Policy and Procedure Manual that further explains the requirements, timelines, and process for submission for the requirements included in this document.

For the purpose of the below requirements, EBHV is defined an approved program on the U.S. Department of Health and Human Services, Administration for Children & Families Home Visiting Evidence of Effectiveness (“HomVEE”) website (<https://homvee.acf.hhs.gov/home>).

#### **General**

*J* A. The Office of Child Development and Early Learning may release Program Announcements that contain pertinent information that may include best practices in service provision as well as clarifications

of policies or grant requirements. Issue and effective dates are noted at the top of each Announcement and Grantees will be held accountable for the material presented, when appropriate. Grantees are encouraged to devise a filing system for the Announcements for easy reference. Grantees should also consider other staff within their agency for whom the information may have relevance. Some Announcements may contain attachments or references to resources that will be useful to programs' implementation. Programs are encouraged to use the resources to enhance program operation.

J **B.** The Grantee agrees that all families and their children are willingly volunteering for the provided services by the Family Center, including EBHV Models and associated services.

J **C.** Upon request by the Department or its representatives, the Grantee shall cooperate and participate in periodic management reviews, fiscal reviews, monitoring, pilot, and evaluation activities.

J **D.** Grantee shall comply with all applicable federal, state, and local statutes, regulations, and policies, including, but not limited to:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 C.F.R. Part 75.
- ii. Title IV-B, Subpart 2 of the Social Security Act, 42 U.S.C. §§ 629-629i, Promoting Safe and Stable Families ("PFSF").

### Training

J **E.** The Grantee must train home visitors and family support staff in explaining informed consent for families.

J **F.** The Grantee shall participate in professional trainings as required by the national model developer(s) and training including, but not limited to, an orientation series and ongoing professional development developed or supported by the Department.

J **G.** The Grantee or its designee shall attend all mandatory meetings as directed by the Department, including, but not limited to, phone conferences, remote video conferences, statewide meetings, and training sessions arranged by the Department.

J **H.** The Grantee shall attend a minimum of one approved professional development opportunity on the Strengthening Families™ Protective Factors Framework during the term of the award.

### Policies and Procedures

J **I.** The Grantee must develop policies and procedures to ensure that caseloads are covered when a home visitor or family support program staff leaves the program or is on leave.

J **J.** The Grantee shall establish and adhere to a confidentiality policy that satisfies the following requirements:

1. All client information must be kept in a locked location (i.e., office or file cabinet);
2. A Staff list of everyone who will have access to the files;
3. Procedures for accessing the files that protect client confidentiality;
4. Develop and maintain procedures for accessing the files in the event of a court order, police investigation, and medical emergencies;
5. Develop and maintain procedures for written consent to access, disclose, and share files;
6. Develop and maintain procedures for the destruction of files after 7 years;
7. Develop and maintain procedures to train new staff and periodically update current staff on the policy;

8. Review confidentiality policy with any new staff upon hire and review with continuing staff once a year at a minimum;
9. Review confidentiality policy annually and update as necessary.
10. The Grantee must submit their confidentiality policy using a standard format and method provided by the Department.

~~K~~ **K.** The Grantee shall comply with all applicable state and federal audit requirements. Grantees must maintain records, documents, and other evidence in sufficient detail to support all claims against the funding for a period of seven years. The Department will recover or recoup non-allowable costs and undocumented costs.

~~L~~ **L.** The Grantee must develop and implement policies and procedures regarding the equitable and accessible provision of culturally and linguistically responsive services.

~~M~~ **M.** If providing services through this Grant to families with children in the birth to school age range, the Grantee shall coordinate services with Early Intervention agencies to support those children receiving services and children identified after enrollment as needing services. The Grantee must document this coordination through the establishment of a Memorandum of Agreement (“MOA”) with the Early Intervention Service Provider.

The MOA will, at a minimum, address the following requirements:

1. Transition of children and families into and out of the program;
2. Procedures for referral to Early Intervention in the event that the child qualifies;
3. Establish a point of contact at each agency for follow up conversations and planning as needed;
4. Outline protocols to share information and coordinate services as appropriate, including the sharing of ASQ and ASQ SE Results;
5. Determine a frequency for the MOA to be reviewed and revised;
6. Other topics as relevant to local programs; and
7. Be signed by an authorized individual from each agency.

~~N~~ **N.** The Grantee shall develop written transition plans with each child and caregiver *served through EBHV*. Transition planning must occur at least six months prior to the date services will end for the child and family.

Written transition plans shall, at a minimum:

- a. Include the family in the development of the transition plan;
- b. Make families aware of timelines for program registration, and policies and practices related to transition for children receiving Early Intervention services;
- c. Provide specific information to families about what they can expect at the next step within early care, community, and school settings;
- d. Support and encourage families for whom a more challenging transition is anticipated with more specific resources to assist in preparation of the transition;
- e. Allow for collaboration with receiving program or classroom to share information on curriculum, instructional strategies used in the program, and transition supports provided; and
- f. Set clear written expectations and provide staff an understanding of their role in supporting transitioning adults and children into, within, and out of the program.

Written transition plans must include:

- a. Review of options available to the family within the community they live;

- b. Review of any critical deadlines for registration;
- c. Support in obtaining and completing applications for targeted programs;
- d. Discussion regarding consent to exchange information with the program the family is seeking to enroll the child;
- e. Review of the child's current health status and the need to obtain immunizations or a physical in order to enroll in the next setting;
- f. Set expectations of what the parent will be responsible for completing and what the staff will complete and when;
- g. An invitation to coordinate with early learning program(s) and their personnel to review program registration and attendance policies with families;
- h. In the event a family is not interested in a formal program for their next steps, or if they may not be eligible, provision of community or electronic resources families can access independently;
- i. Support and encourage parents in next steps, such as careers or schools; and
- j. Provision of other supports as determined locally.

*8* **O.** The Grantee, once awarded, shall enter into MOAs with other local home visiting and family support service providers in the communities, county or counties the Grantee serves.

These MOAs must include:

1. Establishment of a collaborative working relationship to:
  - i. Help families develop and support their child(ren)'s potential;
  - ii. Establish a collaborative relationship with a full array of agencies and programs so families are aware of available resources and can access them;
  - iii. Create opportunities to connect families to services while they are also receiving services from other resources as allowed; and
  - iv. Provide that all families and children residing in the Commonwealth of Pennsylvania are accessing services that meet their needs.
2. Meeting with each other either as a collaborative or individually with each provider at least once per year to understand the services currently provided by the respective programs and reviewing referral policies between agencies. Meetings may occur virtually.

*8* **P.** The Grantee shall educate applicable families and, if applicable, implement requirements specified in the OCDEL Inclusion and Reduction of Suspension/Expulsion announcements, and any future applicable announcements released by OCDEL.

*8* **Q.** The Grantee shall implement high-quality supervision, including reflective supervision for **EBHV staff**. Grantees must develop and implement policies and procedures for the effective provision of reflective supervision program-wide with fidelity to the model(s) implemented.

**Reflective supervision:** is a distinctive form of competency based professional development that is provided to multidisciplinary early childhood home visitors who are working to support very young children's primary caregiving relationships. Reflective supervision is a practice which acknowledges that very young children have unique developmental and relational needs and all early learning occurs in the context of relationships. Reflective supervision is distinct from administrative supervision and clinical supervision due to the shared exploration of the parallel process, that is, attention to all of the relationships is important, including the relationships between home visitor and supervisor, between home visitor and parent, and between parent and

infant/toddler. Reflective supervision supports professional and personal development of home visitors by attending to the emotional content of their work and how reactions to the content affect their work. In reflective supervision, there is often greater emphasis on the supervisor's ability to listen and wait, allowing the supervisee to discover solutions, concepts and perceptions on his/her own without interruption from the supervisor.

### **Reporting**

- R. The Grantee shall complete and submit to the Department monthly enrollment reports using a standard format and method provided by the Department.
- S. The Grantee shall complete and submit to the Department quarterly program narrative reports using a standard format and method provided by the Department.
- T. The Grantee shall complete monitoring assessments, which may include on-site program visits, and program self-assessments for each year of the grant.
- U. The Grantee shall complete and submit to the Department yearly Continuous Quality Improvement ("CQI") Team Plan reports using a standard format and method provided by the Department.
- V. The Grantee shall complete and submit to the Department monthly CQI Plan Do Study Act and CQI Project Summary reports using a standard format and method provided by the Department.

### **Enrollment / Goal Number to be Served**

- W. The Grantee shall maintain enrollment at 100% of its budgeted capacity for each EBHV Model implemented. The Grantee must participate in improvement activities if enrollment of families falls below 90% for any of the EBHV Models being implemented. Extenuating circumstances, such as, but not limited to, new staff vacancies and new program startup time, will be considered prior to placing a Grantee on an improvement plan for enrollment.

For Family Support Programs with a goal number of families to be served each year, the Grantee may be required to participate in improvement activities if 25% of goal numbers of families are not served by the end of each quarter. For the improvement plan, the number of classes offered, attendance, and frequency will be considered prior to placing a Grantee on an improvement plan for enrollment.

Failure to improve enrollment or reach the goal number of families by the end of a fiscal year may result in reduction of the current award.

### **Dual Enrollment**

To support responsible fiscal stewardship and to maintain Model fidelity, Grantees shall develop and implement policies and procedures to avoid dual enrollment. **Families may be enrolled in an EBHV Model and Enhancement(s), such as a positive parenting class, concurrently as appropriate for the family or caregiver.**

Grantees implementing more than one EBHV Model, particularly in the same community, should, with fidelity to the model, develop policies and procedures to screen and enroll eligible families in the Model that best meets their needs. Avoiding dual enrollment maximizes the availability of limited resources for EBHV services for eligible families and prevents duplicative collection and reporting of demographic and performance measure data.

### **Program Revisions**

X X. Grantees are required to submit program revisions through a method and format determined by the Department when the following events occur:

**All Family Support Programs**

- a. Any percentage increase or decrease of the population to be served through the grant;
- b. A major change in the originally-approved design of the program, which potentially alters the program's objectives and may affect funding streams applicable to certain models, programs or enhancements;
- c. A change in the entity responsible for administering the grant agreement.
- d. A redefinition of the population to be served including geographic territory and other changes;
- e. A change in a subcontractor responsible for completion of components of the grant program;
- f. A change in curriculum or model used that does not alter the program's objectives or deviate from a model program's requirements.

**Data Collection**

X Y. The Grantee shall participate in and use the Pennsylvania Family Support Data Collection system developed by the Department.

X Z. The Grantee shall collect demographic data on all families, caregivers, and children enrolled in the program being funded by the Department through this grant award.

X AA. The Grantee shall collect Performance Measure Data on all families, caregivers, and children **enrolled in EBHV programs** being funded by the Department through this grant award.

- a. EBHV programs is defined as being an approved program on the U.S. Department of Health and Human Services, Administration for Children & Families Home Visiting Evidence of Effectiveness ("HomVEE") website (<https://homvee.acf.hhs.gov/home>)
  - i. Approved EBHV programs have a green checkmark next to the model on the appropriate page. Please be sure to review the descriptions for all models as certain EBHV models are approved with stipulations.
  - ii. Home Visiting programs not within this list will be considered Family Support Programs for the purpose of data collection.
- b. The Grantee shall select one or more tools from the approved list for each applicable Performance Measure
  - i. Due to federal and state reporting requirements alternative tool proposals will not be accepted.
  - ii. One or more approved tools may need to be selected for each applicable Performance Measure based on population served.

X BB. The Grantee shall implement its chosen Model(s) according to national Model developer guidelines, with fidelity to the Model(s).

- a. Fidelity is defined as a Grantees' adherence to Model developer requirements for high-quality implementation as well as any affiliation, certification, or accreditation required by the Model developer, if applicable. These requirements include all aspects of initiating and implementing a program, including, but not limited to:
  - a. Recruiting and retaining clients;
  - b. Providing initial and ongoing training, supervision, and professional development for staff;
  - c. Maintaining a management information system to track data related to fidelity and services; and
  - d. Developing an integrated resource and referral network to support client needs.

- b. Changes to an evidence-based/evidence-informed Model that alter the core components related to program outcomes are not permissible, as they could impair fidelity and undermine the program's effectiveness.
- c. Grantees must implement programs with fidelity to the Model, which may include development of policies and procedures to recruit, enroll, disengage, and re-enroll family participants. Enrollment policies should strive to balance continuity of services to eligible families and availability of slots to unserved families.
- d. The Grantee shall participate in existing local collaborative groups to coordinate home visiting, family support, or other early childhood initiatives as appropriate and available in the communities they serve. Through this participation, the Grantee must develop shared resources and referral strategies between their program and other community service providers. Participation will help Grantees actively work to best meet the needs of families receiving services.
- e. Consistent with Model fidelity, Grantees must develop policies and procedures in collaboration with other home visiting, family support, and early childhood partners as appropriate to transition families into other home visiting, family support, or early childhood services to sustain services to eligible families of children through kindergarten entry and beyond.

**Fiscal**

~~CC.~~ Grantees receiving federal funds shall meet all federal fiscal and program requirements including, but not limited to, implementation of fiscal guidelines regarding purchases.

~~DD.~~ The Grantee shall submit a budget revision when there is a change in the budgeted amounts in a line or category. The addition of a line or reducing a line to zero triggers a budget revision.

~~EE.~~ The Grantee will be asked to prepare a line-item budget using the Pennsylvania Family Support Data System. Grantees are strongly encouraged to include sufficient program, fiscal and data operations staff in their respective budgets. With each budget the Grantee will be asked to prepare a budget justification. The budget justification will align with the line-item budget; provide a detailed description of the planned activities and associated cost. Grantees will also be required to provide updated match verification letters if matches are required as a term of the grant award.

Grantees are required to submit General Ledger (GL) reports from their accounting system through a method determined by the Department. Grantees shall reconcile them to their submitted Final Expenditure report each year of the grant award. The Department is aware that GL reports often account for much more than the yearly Grant award. With this being the case for many Grantees, the Department will allow for tracking spreadsheets to be submitted with the GL reports to reconcile the amounts that are reported to OCDEL.

~~FF.~~ The Grantee shall develop fiscal policies on the following:

1. Procurement
2. Conflict of Interest
3. Purchasing Process
4. Record Retention & Destruction
5. Inventory
6. Proof of Insurances
7. Security & Storage of Fiscal Records

## 8. Cost Allocation Plan

The Grantee has read and agrees to comply with the requirements listed above:

GRANTEE AGENCY NAME The County of Delaware, PA

SIGNATURE 

PRINTED NAME Jessica Fink

## **I-IX. FAMILY SUPPORT DATA COLLECTION REQUIREMENTS.**

All Family Support programs funded by the Office of Child development and Early Learning are required to collect the following demographic fields for all Family/Caregiver/Child participants. A data dictionary for all demographics with FAQs is available at: <http://www.pa-home-visiting.org/data-system-guide/>.

### **Demographics**

**D-1. Family Demographics.** Previously called “Household” Demographics. Collected at enrollment and updated between June 1-30 and between September 1-30 of each year. All entries are required of all programs except entry d (Household Disability Benefits), which is optional:

- a. Family (Case) Identifier
- b. Total Number of People in the Household
- c. Annual Household Income
- d. Household Disability Benefits
- e. Users of Tobacco Products
- f. Low Student Achievement (of any Caregiver or Child in Home)
- g. Child with Developmental Delays or Disabilities (any Child in Home)
- h. Family Member is Serving, or Formally Served, in the US Armed Forces (any Family Member Living in the Home)
- i. History of Child Abuse or Neglect or Interactions with Child Welfare Services (any Caregiver or Child in the Home)
- j. Primary Referral Source for Family

**D-2. Enrollment: Caregiver.** Collected at initial enrollment. All entries are required of all programs except entry b (Middle Name), which is optional, and entries j-k, which apply only to Nurse-Family Partnership programs:

- a. First Name
- b. Middle Name
- c. Last Name
- d. Caregiver (Client) Identifier
- e. EBHV Program
- f. Family Support Programs
- g. Program Type (Funding)
- h. Date of Enrollment
- i. Multips Pilot (Nurse-Family Partnership Only)
- j. Multips Pilot Date of Enrollment (Nurse-Family Partnership Only)

**D-3. Demographics: Caregiver.** Collected at enrollment or within 15 days of enrollment. Updated between June 1-30 and between September 1-30 of each year. Updated by the 10th of the next month if notified of a change. All entries are required of all programs:

- a. Address
- b. Birth Date
- c. Gender
- d. Enrolled Prenatally
- e. Pregnancy Status
- f. If Pregnant, Number of Children Expected from Current Pregnancy (used to calculate enrollment)
- g. If Pregnant, Estimated Date of Delivery
- h. History of Substance Abuse
- i. Current Substance Use / Needs Substance Abuse Treatment
- j. Self-Identified Disability
- k. Plans of Safe Care
- l. Race
- m. Ethnicity
- n. Legal Marital Status
- o. Educational Attainment
- p. Educational Status
- q. Employment Status
- r. Housing Status
- s. Health Insurance Status
- t. Measure 15: Caregiver Education (Only on Update)
- u. Update: Caregiver
  - a. Question: Are there any changes to demographics for the Caregiver (6/30) and (9/30)? Yes/No.
  - b. Reason for Exit

**D-4. Exit: Caregiver.** Collected when exited from all Programs in the system. All entries are required of all programs:

- a. Exit
- b. Date of Exit
- c. Reason for Exit

**D-5. Demographics: Child.** Collected at enrollment or first visit after birth if caregiver enrolled prenatally. Updated between June 1-30 and between September 1-30 of each year. Updated by the 10th of the next month if notified of a change. All entries are required of all programs:

- a. First Name
- b. Middle Name
- c. Last Name
- d. Birth Date
- e. Gender
- f. Enrollment Date
- g. Caregiver's Relationship to Child
- h. Caregiver's Pregnancy Status
- i. Child's Birth Weight
- j. Child's Gestational Age at Birth
- k. Born Substance Exposed / Plans of Safe Care
- l. Race
- m. Ethnicity
- n. Self-Identified Disability
- o. Primary Language Spoken at Home
- p. Health Insurance Status
- a. Usual Source of Medical Care
- b. Usual Source of Dental Care
- c. Update: Child
  - a. See Child Demographics Above

**D-6. Exit: Child.** Collected when exited from all programs in the system. All entries are required of all programs:

- a. Exit
- b. Date of Exit
- c. Reason for Exit

## **PERFORMANCE MEASURES**

All Family Support programs funded by the Office of Child development and Early Learning **implementing EBHV programs** will be required to collect the following Performance Measures for all Family/Caregiver/Child participants. A data dictionary for all performance measures with FAQ's is available at:

<http://www.pa-home-visiting.org/data-system-guide/>.

For a Model to be considered an EBHV program, it must be included on the Home Visiting Evidence off Effectiveness (HomVEE) list of approved models available at:  
<https://homvee.acf.hhs.gov/implementation>.

### **Performance Measures**

Performance Measures. The six benchmark areas captured through these performance measures are: improved maternal and newborn health; prevention of child injuries, child abuse, neglect, or maltreatment, and reduction of emergency department visits; improvement in school readiness and achievement; reduction in crime or domestic violence; improvements in family economic self-sufficiency; and improvements in the coordination and referrals for other community resources and supports.

- 1. Performance Measure 1: Preterm Birth.** Percent of infants (among mothers who enrolled in home visiting prenatally before 37 weeks) who are born preterm following program enrollment.
- 2. Performance Measure 2: Breastfeeding.** Percent of infants (among mothers who enrolled in home visiting prenatally) who were breastfed any amount at 3 and 6 months of age.
- 3. Performance Measure 3. Depression Screening.** Percent of primary caregivers enrolled in home visiting who are screened for depression using a validated tool within 3 months of enrollment (for those not enrolled prenatally) or within 3 months of delivery (for those enrolled prenatally).
  - a. Family Support programs must use a validated tool for this measure. Depression must be defined in accordance with the validated depression screening tool's definition of depression.

- b. Current, approved depression screening tools are available at:  
<http://www.pa-home-visiting.org/data-system-guide/#DepressionScreening>

**4. Performance Measure 4: Well Child Visit.** Percent of children enrolled in home visiting who received the last recommended visit based on the American Academy of Pediatrics schedule.

**5. Performance Measure 5: Postpartum Care.** Percent of mothers enrolled in home visiting prenatally or within 30 days after delivery who received a postpartum visit with a healthcare provider within 8 weeks (56 days) of delivery.

**6. Performance Measure 6: Tobacco Cessation Referrals.** Percent of primary caregivers enrolled in home visiting who reported using tobacco or cigarettes at enrollment and were referred to tobacco cessation counseling or services within 3 months of enrollment.

- a. Other forms of tobacco consist of: Combustibles (Cigars, Pipes, Hookahs, Bidis), Non-Combustibles (Chew, Dip, Snuff, Snus, Dissolvable), Electronic Nicotine Delivery Systems known as "Vaping."

**7. Performance Measure 7: Safe Sleep.** Percent of infants enrolled in home visiting that are always placed to sleep on their backs, without bed-sharing or soft bedding.

**8. Performance Measure 8: Child Injury.** Rate of injury-related visits to the Emergency Department since enrollment among children enrolled in home visiting.

- a. Injury-related emergency department visits are defined as injuries resulting from the following causes or mechanisms of injury: motor vehicle, suffocation, drowning, poisoning, fire/burns, falls, sports and recreation, and intentional injuries, such as child maltreatment.

**9. Performance Measure 9: Child Maltreatment.** Percent of children enrolled in home visiting with at least one investigated case of maltreatment following their enrollment date within the reporting period.

- a. Collected via administrative data from the DHS Office of Children, Youth and Families.

**10. Performance Measure 10: Parent-Child Interaction.** Percent of primary caregivers enrolled in home visiting who receive an observation of caregiver-child interaction by the home visitor using a validated tool.

- a. Current approved parent-child interaction screening tools are available at:  
<http://www.pa-home-visiting.org/data-system-guide/#Parent-ChildInteraction>

**11. Performance Measure 11: Early Language and Literacy Activities.** Percent of children enrolled in home visiting with a family member who reported that during a typical week s/he read, told stories, and/or sang songs with their child daily, every day.

**12. Performance Measure 12: Developmental Screening.** Percent of children enrolled in home visiting with a timely screen for developmental delays using a validated screening tool. The current approved developmental screening tool is Ages & Stages Questionnaire (ASQ 3).

- a. Developmental delays include delays in any or all areas including cognitive, communication/language, physical/sensory, adaptive and social/emotional development.

**13. Performance Measure 13: Behavioral Concerns and Home Visits.** Percent of home visits where primary caregivers were asked if they have any concerns regarding their child's development, behavior, or learning.

**14. Performance Measure 14: Intimate Partner Violence Screening Indicator.** Percent of primary caregivers enrolled in home visiting who are screened for intimate partner violence ("IPV") within 6 months of enrollment using a validated tool.

- a. Current approved IPV screening tools are available at:  
<http://www.pa-home-visiting.org/data-system-guide/#IPVScreening-Tools>

**15. Performance Measure 15: Primary Caregiver Education.** Percent of primary caregivers who enrolled in home visiting without a high school degree or equivalent who subsequently enrolled in, maintained continuous enrollment in, or completed high school or equivalent during their participation in home visiting.

**16. Performance Measure 16: Continuity of Insurance Coverage.** Percent of primary caregivers enrolled in home visiting who had continuous health insurance coverage for at least 6 consecutive months.

**17. Performance Measure 17: Completed Depression Referrals.** Percent of primary caregivers referred to services for a positive screen for depression who receive one or more service contacts.

- a. Examples of completed referrals include an appointment with a therapist, appointment with a psychiatrist, meeting with a mental health consultant, follow up with primary care physician, follow up with OBGYN, inpatient psychiatric hospitalization, support groups.
- b. For those participants who screen positive for depressive symptoms but are already receiving services for depression, you do not need to provide a referral.

**18. Performance Measure 18: Completed Developmental Referrals.** Percent of children enrolled in home visiting with positive screens for developmental delays (measured using a validated tool) who receive services in a timely manner.

- a. A child may be excluded from the denominator if s/he has a previously identified developmental delay (prior to enrollment or prior to reaching an age-recommended screening).

**19. Performance Measure 19: IPV Referrals.** Percent of primary caregivers enrolled in home visiting with positive screens for IPV (measured using a validated tool) who receive referral information for IPV.

As of October 1, 2021, the following Performance Measures and timelines are being implemented as Optional Measures by the federal Health Resources and Services Administration. If these measures become a required data collection point they will be added to the list of required data collection measures for selected Grantees.

**20. Performance Measure 20: Substance Use Screening.** Percent of primary caregivers enrolled in home visiting who were screened for both unhealthy alcohol use and drug use using validated tool(s) within 6 months of enrollment. The current list of approved tools for alcohol and/or drug use is located here: <http://www.pa-home-visiting.org/data-system-guide/#SubstanceUseScreening-Tools>

**21. Performance Measure 21: Completed Substance Use Referrals.** Percent of primary caregivers enrolled in home visiting with positive screens for unhealthy alcohol use or drug use (measured using a validated tool) who receive services in a timely manner.

**Note:** Due to changing federal and state requirements, the Department may add, modify, or remove any data collection requirement at any time during the agreement term.

## **I-X. Strengthening Families™ Protective Factors Framework.**

Strengthening Families™ is an approach to working with families that builds upon family strengths, rather than focusing on deficits. It is not a curriculum or a program, but instead offers a framework of five research-based protective factors that give parents what they need to parent effectively. Ongoing research conducted by CSSP has shown that the presence and prominence of these five protective factors in families reduces the likelihood of child abuse and neglect, strengthens families, and contributes to excellent outcomes for young children. This approach benefits all families, not just those experiencing stress.

The five protective factors are:

- Parental resilience – managing stress and functioning well when faced with challenges, adversity, and trauma.
- Social connections – positive relationships that provide emotional, informational, instrumental, and spiritual support.
- Knowledge of parenting and child development – understanding child development and parenting strategies that support physical, cognitive, language, social, and emotional development.
- Concrete support in times of need – access to concrete support and services that address a family's needs and help minimize stress caused by challenges; and
- Social and emotional competence of children – family and child interactions that help children develop the ability to communicate clearly, recognize and regulate their emotions, and establish and maintain relationships.<sup>1</sup>

To further explain how the Strengthening Families™ approach is implemented and how organizations and direct service workers can create environments where families build these protective factors, CSSP has developed the logic model found on the next page.<sup>2</sup>

In addition to the logic model, CSSP has developed everyday actions which are the small but significant changes in our approach to parents and caregivers that create an environment where families can build protective factors. The second graphic on the next page shows the everyday actions identified by CSSP.<sup>3</sup>

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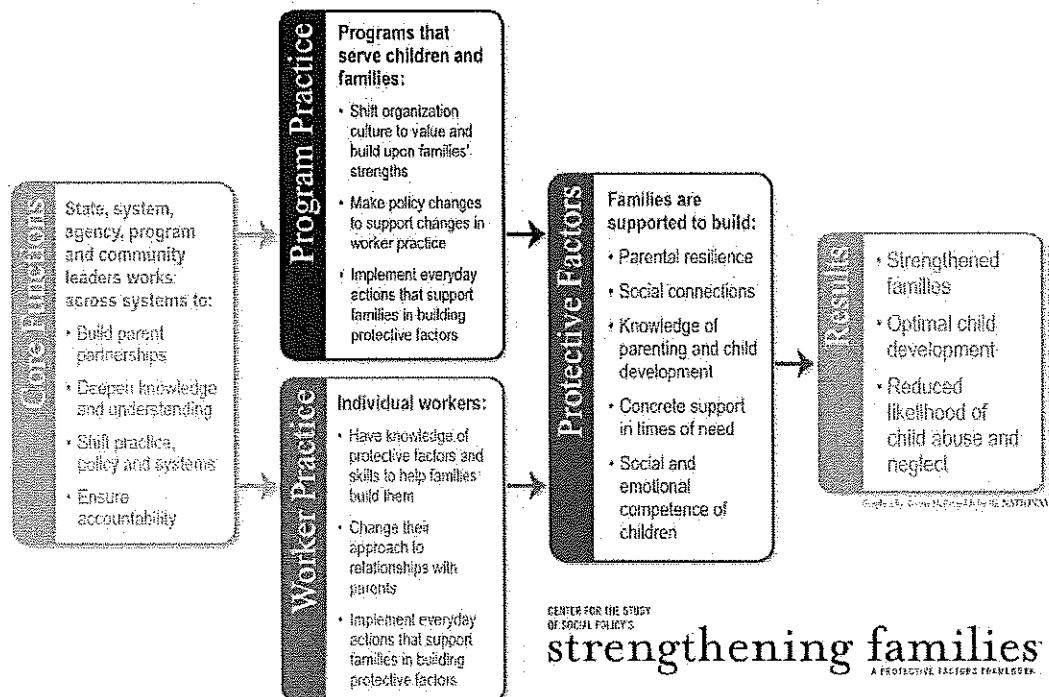
<sup>1</sup> Center for the Study of Social Policy (2015). *Core meanings of the Strengthening Families protective factors*. Washington, D.C. Retrieved from: <https://cssp.org/wp-content/uploads/2018/10/Core-Meanings-of-the-SF-Protective-Factors-2015.pdf>

<sup>2</sup> Center for the Study of Social Policy (n.d). *About Strengthening Families™ and the protective factors framework*. Washington, D.C. Retrieved from: <https://cssp.org/wp-content/uploads/2018/11/About-Strengthening-Families.pdf>

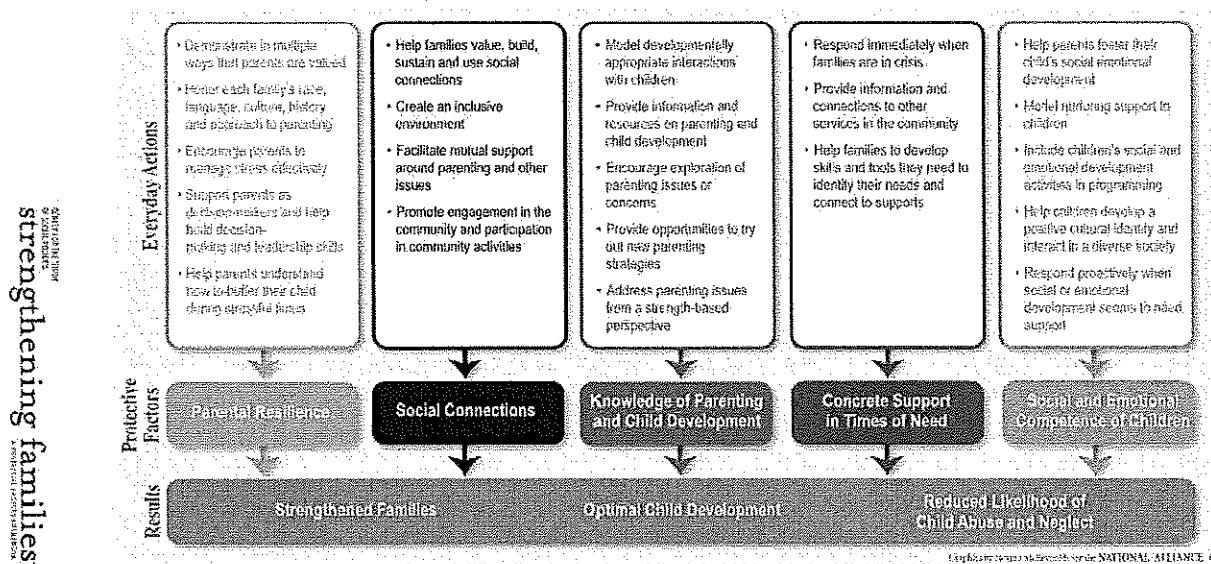
<sup>3</sup> IBID

For more information about the Strengthening Families™ approach and the five protective factors please visit [CSSP](#) and [Pennsylvania Strengthening Families](#).

### The Pathway to Improved Outcomes for Children and Families Strengthening Families™ Protective Factors Framework Logic Model



### The Pathway to Improved Outcomes for Children and Families Everyday Actions That Help Build Protective Factors



<b>Delaware County Intermediate Unit Family Center Budget</b>	<b>FY2022-2023</b>	<b>FY2023-2024</b>	<b>FY2024-2025</b>
Salaries	107,184	110,399	116,711
Benefits	49,122	52,108	53,477
Miscellaneous Personnel			-
<b>Personnel Total</b>	<b>156,306</b>	<b>162,507</b>	<b>170,188</b>
<b>Occupancy</b>			
Rent	1	1	1
Cleaning Services	1,000	1,000	1,000
Security Services (ADT Security System)	293	293	293
Repairs / Maintenance	1,000	-	-
<b>Communications</b>			
Telephones	2,150	2,150	2,150
Cell Phones	1,800	1,800	1,800
Advertising	6,000	6,000	6,000
Printing and Binding	500	500	500
<b>Supplies</b>			
Water Cooler	420	420	420
Office Supplies	3,382	3,382	3,382
Family Participation Incentives	3,000	3,000	3,000
Books	3,500	3,500	3,500
Parenting Class Supplies	3,000	3,000	3,000
PAT Evening Group Connection Supplies	2,500	2,500	2,500
Family Supplies	2,000	2,000	1,000
Food for PAT Play Group	1,000	1,000	500
PAT Food for Virtual Events	500	500	500
Catering for Family events, meetings and celebrations	2,500	2,500	2,500
<b>Transportation</b>			
Staff Travel	500	500	500
Contracted Carriers	1,500	1,500	1,500
Family Center Van	-	-	-
Automobile Insurance	766	766	766
Vehicle Repairs and Maintenance	500	500	500
Gas	750	750	750
<b>Purchased Services</b>			
Childcare Support for Programs	2,000	-	-
Guest Speaker Fees	1,000	1,000	1,000
Community Events Rental Spaces	500	500	500
<b>Other Operating Costs</b>			
Other Costs Uncategorized			
Indirect Cost (Allowable Amount)	7,460	4,259	-
Insurance	-	-	-
Facility Insurance Agreement	-	-	-
Audit	800	800	800
Training	2,500	2,500	2,500
Parent Involvement	-	-	-
Recruitment	-	-	-
Dues, Subscriptions, Employee Morale	3,500	3,500	1,578
<b>Operations Total</b>	<b>56,322</b>	<b>50,121</b>	<b>42,449</b>
Service and Office Equipment	-	-	-
Data Processing Equipment	522	522	522
<b>Purchased Assets Total</b>	<b>522</b>	<b>522</b>	<b>522</b>
<b>Total Budget</b>	<b>213,150</b>	<b>213,150</b>	<b>213,150</b>



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Theresa Shepherd, Human Services

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to Amend the Department of Human Services, Drug and Alcohol Programs Grant Agreement #4100086629 to accept additional funding from the Pennsylvania Department of Drug and Alcohol Programs to support Single County Authority prevention, case management, recovery support, and treatment services. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** 1222-9924-471204 / 1222-9925-471204 / 1222-9970-471202  
**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** \$912,586.23

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:** Approval to Accept Grant

**ADDITIONAL COMMENTS:** Amendment #4 of the Department of Drug and Alcohol Programs Grant Agreement #4100086629. See attached documentation.

**ATTACHMENTS:**

[DA\\_Programs\\_Grant\\_Agreement\\_4100086629.pdf](#)  
[DDAP\\_GrantAgreement\\_4100086629\\_Letter.pdf](#)  
[DDAP\\_GrantAgreement\\_4100086629\\_Documentation.pdf](#)

**Delaware County Human Services Request to Amend Funding/Grant**

*Program Office: Drug and Alcohol*

*Grant/Funding Title: Department of Drug & Alcohol Programs Grant Agreement 4100086629*

*Funding Entity: PA Department of Drug and Alcohol Programs*

*Amended Amount of Funding/Grant: \$ 912,586.23*

*Effective Dates of Amendment: July 1, 2021 thru June 30, 2022*

*Funding Type:*

Federal Funding Source(s): Block Grants for the Prevention and Treatment of Substance Abuse 93.959      Amount: 68,312

COVID Block Grants for the Prevention and Treatment of Substance Abuse 93.959      484,290.50

Opioid State Targeted Response 93.788      277,290.50

State Funding Source(s): State Gaming Fund      Amount: 82,693.23

Other Funding Source(s):      Amount: \_\_\_\_\_

County Funding:      Amount: \_\_\_\_\_

*Statement Summarizing Funding/Grant Amendment:*

Human Services- Drug and Alcohol is requesting to accept additional funding from the Pennsylvania Department of Drug and Alcohol Programs to support Single County Authority prevention, case management, recovery support, and treatment services.

*Specifics of Funding/Grant and Amendment:*

The Pennsylvania Department of Drug and Alcohol Programs has received additional funds to support and expand services funded by the Single County Authorities. The Pennsylvania Department of Drug and Alcohol Programs has amended the current contract with the Delaware County Single County Authority to include the additional funds approved. The additional funds approved will support expansion of prevention programming aimed at reducing the high rate of drug and alcohol abuse among the youth population as well as expanding availability of services through the Children's Education Center by funding provided by Substance Abuse Prevention and Treatment Block Grant Dollars in the amount of \$ 68,312.00. Opioid State Targeted Response II dollars in the amount of \$ 277, 290.50 will fund expansion of case management services within existing case management units at Delaware County Memorial Hospital and Prospect Crozer Chester Medical Center and was previously approved by Delaware County Council on 2/16/22.

State gaming funds in the amount of \$82,693.23 will expand funding for Gambling treatment and treatment related services through the Single County Authority's contracted provider network. COVID supplemental block grant funds in the amount of \$ 484,290.50. \$7,000.00 will partially aid in funding various prevention programs, The remainder will fund expansion of case management services that support the police diversion program with Prospect Crozer Chester Medical Center, as well as will expand recovery support services to additional providers within Delaware County through a Request for Proposal process. A portion of these COVID supplemental block grant funds in the amount of \$227,290.50 were previously approved by Delaware County Council on 2/16/22.

Date Council Approved Acceptance of Grant: 8/19/2020

Program Need for Services:

The above-mentioned initiatives are needed in Delaware County; to support the Single County Authority contracted providers Prospect Crozer Chester Medical Center and Delaware County Memorial Hospitals through expansion of case management services and recovery supportive services, as well as through expansion of funding for treatment services throughout the Single County Authority's contracted provider network. Additionally, expansion of prevention programming and services within the Children's Education Center are needed in order to support youth and families affected by substance use disorder.

Date Request Discussed with Human Services Director: 3/22/22

Program Approval: Pamela Bell Date: 3/22/22

Fiscal Approval: Taek Hartrey Date: 4-6-22

Human Services Director: JL Date: 4/6/22



Ms. Pamela Bell, SCA Administrator  
Delaware County Courthouse  
20 South 69th Street, 3rd Floor  
Upper Darby, PA 19082

Dear Ms. Bell:

Enclosed is your approved Subsequently Available Funds (SAF) Amendment #4 to Grant Agreement #4100086629 between the Department of Drug and Alcohol Programs and Delaware County. The purpose of the amendment is to provide additional funding for:

- drug and alcohol treatment services related to the State Gaming fund;
- prevention services related to the Substance Abuse Prevention and Treatment (SAPT) Block Grant funds;
- case management services related to the SOR II Grant funds;
- prevention services related to the COVID Supplemental Block Grant funds;
- case management services related to the COVID Supplemental Block Grant funds; and
- recovery support services related to the COVID Supplemental Block Grant funds.

Please submit invoices using the revised invoice template provided in accordance with Appendix B, Payment Provisions of the original grant agreement. If you have any questions regarding this Amendment, please contact your Project Officer, Robert DiLello, at 717-783-8200 or via email at [rodilello@pa.gov](mailto:rodilello@pa.gov). Thank you.

APPROVALS:

Jennifer L Newell 3/1/22  
Agency Head or Designee Date  
Department of Drug and Alcohol Programs

Karen Leavitt Digital signature by Karen Leavitt  
Date: 2022.03.04 14:13:32 -05'00'  
Comptroller Date  
Commonwealth of Pennsylvania

Enclosure

bcc: Ms. Jackie Hartney, Fiscal Officer  
Mr. Robert DiLello, Project Officer  
Ms. Erica Nocho, Bureau Director, County Program Oversight

SAF4  
APPENDIX A-4 TO SAP #4100086629  
WORK STATEMENT

**I. INTRODUCTION**

A. Pursuant to Paragraph IV, Funding Adjustments, of the original Agreement, additional funds are available to provide additional or expanded services through this Amendment.

**II. GRANTEE SERVICES**

A. State Gaming Fund- Drug and Alcohol Treatment Services

a. The Grantee shall receive State Drug and Alcohol Treatment funds under State Appropriation 20-382 in the amount of \$82,693.23 for the period of July 1, 2021 through June 30, 2022 to provide expanded treatment and treatment-related services by conducting programs in accordance with Appendix D of the original grant agreement. Any State funds that have been drawn down but not expended by the Grantee at the end of June 30, 2022, must be returned to the Department.

B. Substance Abuse Prevention and Treatment Block Grant (SABG) Fund

a. The Grantee shall receive Federal SABG Prevention funds under Federal Appropriation 70-963 in the amount of \$68,312.00 for the period of July 1, 2021 through June 30, 2022 for prevention services by conducting programs in accordance with Appendix D of the original grant agreement. Any Federal funds that have been drawn down but not expended by the Grantee at the end of June 30, 2022 must be returned to the Department.

C. State Opioid Response (SOR) II Grant Funds for Treatment and Treatment-Related Services

a. The Grantee shall receive Federal SOR II Year 4 Treatment funds under Federal Appropriation 71-084 in the amount of \$277,290.50 for the period September 30, 2021, through June 30, 2022, for treatment-related services. Any Federal SOR grant funds that have not been invoiced by the Grantee at the end of June 30, 2022, may be carried forward and utilized to reimburse expenditures occurring during the three-month period of July 1, 2022, through September 29, 2022 as applicable. Federal funds specific to the project that have not been invoiced at the end of September 29, 2022, will be liquidated by the Department. In the event a No-Cost Extension is granted by the federal agency beyond the termination date of the grant, allowance may be provided to extend the expenditure period beyond September 29, 2022. Any Federal funds for the project that have not been invoiced by the Grantee at the end of September 29, 2022 may be invoiced and utilized for expenditures beyond September 29, 2022 upon such notification from the Department and up to June 30, 2023. In the event that the Grantee does not receive the above notification, Federal funds specific to the project that have not been invoiced at the end of September 29, 2022 will be liquidated.

i. Funds in the amount of \$277,290.50 shall be used for the case management and recovery support services initiative to provide services to individuals with opioid use disorder or stimulant use disorder.

D. COVID SABG Supplemental Grant Funds for Prevention Services

a. The Grantee shall receive Federal COVID SABG Supplemental Prevention funds under Federal Appropriation 87-407 in the amount of \$7,000.00 for the period July 1, 2021 through June 30, 2022 for prevention services. Any Federal COVID Supplemental grant funds that have not been invoiced by the Grantee at the end of June 30, 2022 may be carried forward and utilized to reimburse expenditures occurring during the period of July 1, 2022 through March 14, 2023 as applicable. Federal funds specific to the project that have not been invoiced at the end of March 14, 2023 will be liquidated by the Department.

**E. COVID SABG Supplemental Grant Funds for Treatment and Treatment-Related Services**

- a. The Grantee shall receive Federal COVID SABG Supplemental Treatment funds under Federal Appropriation 87-407 in the amount of \$477,290.50 for the period July 1, 2021 through June 30, 2022 for treatment-related services. Any Federal COVID Supplemental grant funds that have not been invoiced by the Grantee at the end of June 30, 2022 may be carried forward and utilized to reimburse expenditures occurring during the period of July 1, 2022 through March 14, 2023 as applicable. Federal funds specific to the project that have not been invoiced at the end of March 14, 2023 will be liquidated by the Department.
  - i. Funds in the amount of \$277,290.50 shall be used for the COVID case management services initiative.
  - ii. Funds in the amount of \$200,000.00 shall be used for the COVID recovery support services initiative.

**III. Invoicing and Reporting Requirements for State Opioid Response and COVID SABG Supplemental Grant Funds**

- A. The Grantee shall submit monthly invoices for actual expenditures within 45 days of the last day of the month. Each invoice must be accompanied by a detailed report of expenditures as directed by DDAP.
- B. The Grantee shall complete any additional programmatic or outcome reporting required under this grant.

**IV. AGREEMENT AMOUNT**

- A. Subject to the availability of funds, whether state or federal, and the other terms and conditions of the original Agreement as amended, the Department will make payments up to the new maximum Agreement amount of \$22,244,496.47.

**V. FUNDING SOURCE(S)**

- A. Pursuant to Management Directive 305.21, Payments to Local Governments and Other Subrecipients, the Department must identify the amounts of federal and state funding it provides to Grantees. This identification follows and includes the breakdown of federal and state dollars provided and the related federal and state financial assistance program name and number:

Fund	Amount	CFDA Number	Source	Program Title
Federal 70-963	\$68,312.00	93.959	DHHS/ SAMHSA	Substance Abuse Prevention and Treatment (SAPT)Block Grant
State 20-382	\$82,693.23	N/A	State Gaming Fund	Drug and Alcohol Treatment Services
Federal 71-084	\$277,290.50	93.788	DHHS/ SAMHSA	PA State Opioid Response (SOR)
Federal 87-407	\$484,290.50	93.959	DHHS/ SAMHSA	COVID Substance Abuse Block Grant (SABG) Supplemental

**VI. ADDITIONAL TERMS AND CONDITIONS**

- A. Appendix A-4, Work Statement, is incorporated by reference into and made a part of, and supplements all previously approved work statements to the original Agreement and any subsequent amendments to that Agreement.
- B. Appendix C-4, Schedule of Funding, is incorporated by reference into and made a part of and replaces all previously approved budgets to the original Agreement and any subsequent amendments to that Agreement for time period(s) July 1, 2021 through June 30, 2022.
- C. All other terms and conditions of the original Agreement and any subsequent amendments to that Agreement not changed by this Amendment shall remain in full force and effect.

DEPARTMENT OF DRUG AND ALCOHOL PROGRAMS  
 Schedule of Funding - Appendix C-4  
 State Fiscal Year 2021-22  
 January 31, 2022

DELAWARE

STATE FUNDS

State General Assistance (Appropriation 11-029):

Base Allocation.....	\$ 1,374,976.00
Student Assistance Programs.....	\$ 68,242.00
Heroin/Opioid Crisis.....	\$ 206,703.00
Total State Appropriation 11-029 Funds.....	1,649,921.00

STATE FUNDS

State Gaming Fund - Drug & Alcohol Treatment Services  
 (Appropriation 20-382).....

245,351.23

STATE FUNDS

Compulsive & Problem Gambling Tx. (Appropriation 26-387).....

1,500.00

FEDERAL FUNDS - CFDA #93.959

SAPT Block Grant (Appropriation 70-963):

Total Substance Abuse Prevention.....	\$ 507,229.00
Total Intervention/Treatment.....	\$ 1,360,188.00
Alcohol Intervention/Treatment.....	\$ 298,309.00
Drug Intervention/Treatment.....	\$ 993,567.00
Total SAPT Block Grant Funds.....	1,799,105.00

FEDERAL FUNDS - CFDA #93.788

SOR I Year 2 Prevention.....	\$ 23,054.00
SOR I Year 2 Treatment Unin/Under.....	\$ 65,947.00
SOR I Year 2 Treatment Specialty Funds.....	\$ -
Total State Opioid Response (SOR) (Approp. 71-084).....	89,001.00

SOR II Year 3 Treatment Specialty Funds.....	\$ 300,000.00
SOR II Year 3 Treatment Unin/Under.....	\$ 375,284.00
SOR II Year 3 Housing Initiative.....	\$ 410,503.00
SOR II Year 3 Housing-Focused Case Management.....	\$ 212,013.24

SOR II Year 4 Prevention.....	\$ 16,000.00
SOR II Year 4 Treatment Unin/Under.....	\$ 330,852.00
SOR II Year 4 Housing Initiative.....	\$ 410,503.00
SOR II Year 4 Housing-Focused Case Management.....	\$ 289,085.00
SOR II Year 4 Treatment Specialty Funds.....	\$ 577,290.50
Total State Opioid Response (SOR) II (Approp. 71-084).....	2,921,530.74

COVID FUNDS - CFDA #93.959

COVID Block Grant Prevention.....	\$ 7,000.00
COVID Treatment Case Management.....	\$ 277,290.50
COVID Treatment Recovery Support.....	\$ 200,000.00
Total SABG COVID Supplemental Grant (Approp. 87-407).....	484,290.50

GRAND TOTAL ALL FUNDS.....

7,190,699.47

**BREAKDOWN OF SAPT BLOCK GRANT FUNDS**  
**State Fiscal Year 2021-22**

**DELAWARE**

Student Assistance Program (SAP).....	\$ 31,048.00
Substance Abuse Prevention.....	\$ 31,048
Alcohol Intervention/Treatment.....	\$ -
Drug Intervention/Treatment.....	\$ -
Latino Services.....	\$ -
Substance Abuse Prevention.....	\$ -
Alcohol Intervention/Treatment.....	\$ -
Drug Intervention/Treatment.....	\$ -
HIV Early Intervention Program.....	\$ -
Drug Intervention.....	\$ -
Women's Re-Entry Project.....	\$ -
Alcohol Intervention/Treatment.....	\$ -
Drug Intervention/Treatment.....	\$ -
Pregnant Women/Women w/Children Programs.....	\$ 110,408.00
Substance Abuse Prevention.....	\$ -
Alcohol Intervention/Treatment.....	\$ 27,895.00
Drug Intervention/Treatment.....	\$ 82,513.00
Block Grant Base.....	\$ 1,657,649.00
Substance Abuse Prevention.....	\$ 476,181.00
Alcohol Intervention/Treatment.....	\$ 270,414.00
Drug Intervention/Treatment.....	\$ 911,054.00
 TOTAL SAPT BLOCK GRANT FUNDS.....	 \$ 1,799,105.00

**SUMMARY FORM**

Document # :	4100086629 SAF4
Amount:	\$912,586.23
Begin Date:	7/1/2021
End Date:	6/30/2022
Execution Date:	
Subject Matter:	This Amendment provides Delaware County additional State Gaming Fund for D&A treatment services, SOR II funds for case mgt services, SABG funds for prevention services, COVID SABG Supplemental funds for prevention, case management &recovery support services.
Contracting Party(s):	Delaware County

Legal Approval/Date:

*Daniel Fellin*

3/1/22



## **CRP CHECK CERTIFICATION FORM**

**Search Id:** 47fdec2e-13ee-4a9f-93da-5723cdd6d6ef

**Contractor TIN :** XXXXX3046

**Contractor Name :** DELAWARE COUNTY EXECUTIVE DIRECTOR

**User Performing Check :** rupatel

**Result:** No Records(s) Found

### **CONTRACTOR RESPONSIBILITY CERTIFICATION**

I, the undersigned individual, hereby certify the above-referenced contractor has been determined to be a responsible contractor in accordance with the policies and procedures set forth in *Management Directive 215.9, Contractor Responsibility Program*.

I also certify that the contractor has certified in writing that:

- a neither the contractor nor any subcontractors as defined in Management Directive 215.9, Contractor Responsibility Program are under suspension or debarment by the Commonwealth, the federal government, or any governmental entity, instrumentality, or authority or, if the contractor cannot so certify, it has instead provided a written explanation of why such certification cannot be made; and
- b the contractor has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

---

RUSHIKESH PATEL

Authorizing Signature

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# SAP FORM FOR CONTRACTUAL AGREEMENTS



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Theresa Shepherd, Human Services

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to Amend Contract ELRC #451/18 between the County of Delaware, Early Learning Resource Center and Heavenly Hall & Supreme Council Inc., to update their rates effective March 1, 2022. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** 1922-4204-631000

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** N/A

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** This Amendment request's approval to update their rates to their Early Learning Resource Center Agreement, site #1 located at 4012 Poplar Street, Philadelphia, PA 19104. See attached documentation.

**ATTACHMENTS:**  
[HeavenlyHall\\_Amd1\\_ELRC\\_451\\_18.pdf](#)

AMENDMENT # 1

FISCAL YEAR 21/22

Agreement #ELRC 451/18

Date of Agreement July 1, 2018

Date of Amendment April 20, 2022

Between: County of Delaware and Heavenly Hall & Supreme Council Inc

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For the following services: Subsidized Day Care

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is hereby amended for the updated rates applied to their fiscal year 21/22 Agreement, effective March 1, 2022. See attached Appendix C-1 – Provider's Reported Rates and Appendix C-2 – Provider's Payment Rates.

The maximum County dollars now available under this Agreement are N/A.

In all other respects, Agreement #ELRC 451/18 is incorporated by reference herein, ratified and in full force and effect.

Provider of Service

County of Delaware

Heavenly Hall & Supreme Council Inc

NAME OF AGENCY

COUNTY COUNCIL CHAIR

---

AUTHORIZED SIGNATURE

---

DATE

---

DATE

---

COUNTY CLERK

ATTEST:

**AGREEMENT #ELRC 451/18**

***For Official Use Only******CERTIFIED PROVIDER AGREEMENT*****Type of Care (check one):**

( Family Child Care Home (FCCH)  
( Group Child Care Home (GCCH)  
( Child Care Center (Center)

Legal Entity Name: Heavenly Hall & Supreme Council IncPhysical Address: 4012 Poplar Street  
Philadelphia PA 19104Payment/Mailing Address:  
PO Box 19023  
Philadelphia PA 19138Telephone Number: 215-386-4445 Fax Number (if you have one): 215-386-1127E-mail Address (if you have one): heavenlyhalldaycare@gmail.com

Web Site (if you have one): \_\_\_\_\_

Name of Contact Person: Joseph StaffordTitle of Contact Person: ManagerFEIN Number: 23-2220692

Social Security Number (Family Child Care only, if no FEIN): \_\_\_\_\_

**Legal Entities with Multiple Locations:**

Legal entities with multiple locations must use Appendix E to list all location-specific information.

**PURPOSE:**

Provider wishes to participate in the Pennsylvania subsidized child care program, Child Care Works. Provider agrees to provide subsidized child care services for those children who are eligible for child care subsidy and authorized for payment by the Early Learning Resource Center (ELRC). This Certified Provider Agreement (Agreement) explains what must be done in order to participate. By signing this Agreement, provider agrees to comply with the requirements of program participation, enforced by the ELRC and the Department of Human Services (DHS). Provider knows that information about the provider's program may be shared with DHS and its agents, including the employees of the ELRC, the Office of Child Development and Early Learning (OCDEL), the Office of Income Maintenance (OIM), the DHS County Assistance Offices (CAO), the Office of State Inspector General (OSIG), the U.S. Comptroller General's Office and its agents, the U.S. Department of Health and Human Services and its agents, and the Internal Revenue Service (IRS).

County Code: \_\_\_\_\_ 23 \_\_\_\_\_ PELICAN ID 7111212780-1

**APPENDIX C-1: ELRC SUBSIDIZED CHILD CARE PROVIDER REPORTED RATES, FY 2021 - 2022 (Certified Providers Only)**

Facility Name: Heavenly Hall & Supreme Council Inc	Address: 4012 Poplar Street	City: Philadelphia	Telephone: 215-386-4445	Type of Program: <input checked="" type="checkbox"/> Center
State: PA	County: Philadelphia	Group		Family

Provider's Rate(s):

A copy of your published rate must accompany this form

Enter your current rates. Enter N/A if the service is not provided.	0-12 months	13-24 months	25-36 months	37 months to date child enters Kindergarten	Kindergarten up to 13 <sup>th</sup> birthday SCHOOL YEAR	Kindergarten up to 13 <sup>th</sup> birthday SUMMER ONLY
What is your weekly rate per child for <b>FULL-TIME</b> care (five days per week, Monday through Friday)? Full-Time = 5 or more hours of care per day	\$246.65 per week	\$234.00 per week	\$200.20 per week	\$192.30 per week		\$170.50 per week
What is your weekly rate per child for <b>PART-TIME</b> care (five days per week, Monday through Friday)? Part-Time = less than 5 hours of care per day	\$NA per week	\$NA per week	\$NA per week	\$NA per week	\$NA per week	\$107.50 per week

\*  I will accept a blended school year rate.

I confirm that these are my current rates.

Provider Representative Signature and Title

Print Provider Representative Signature

Date

\*The subsidized child care program "blended rate" averages rates for 180 part days and 25 full days to create a standard school year rate. This creates one rate for the school year that incorporates days when a child attends child care full day. Failure to accept the blended rate will result in payment of a part-time rate for all 205 days during the school year.

Effective October 1, 2019

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**Regulated Rates Appendix C-2: ELRC SUBSIDIZED CHILD CARE PROVIDER  
PAYMENT RATES EFFECTIVE 3/1/2022**

Provider Type: Center

HEAVENLY HALL & SUPREME COUNCIL INC  
HEAVENLY HALL DAY CARE CENTER  
PO BOX 19023  
PHILADELPHIA, PA, 19138-0023

County: Philadelphia

Provider ID: 7111212780-1

CARE LEVEL	UNIT OF CARE	SUBSIDY PAYMENT RATE
Infant	Full Time	\$49.33
Infant	Part Time	N/A
Young Toddler	Full Time	\$46.00
Young Toddler	Part Time	N/A
Older Toddler	Full Time	\$40.04
Older Toddler	Part Time	N/A
Preschool	Full Time	\$38.46
Preschool	Part Time	N/A
School Age	Full Time	\$34.10
School Age	Part Time	\$21.50

The **full-time subsidy payment rate** is paid for five or more hours of child care per day.

The **part-time subsidy payment rate** is paid for up to four hours and 59 minutes (not five hours) of child care per day.

The **blended rate** is paid for child care for children attending school during the school year. It combines days during the school year when the child requires part-time care with days during the school year when the child requires full-time care.



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Jonathan Lichtenstein, Solicitor

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to transfer approximately three acres of County property in Chester, PA (County Tax Parcel number 49-07-00041-06) to ISWG, LP, in consideration for Buyer's assumption of environmental risks associated with property. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** NA

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** NA

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Parcel is land-locked, near Delaware River, subject to environmental risks, and wholly surrounded by Buyer's parcel. Buyer seeks parcel to allow preferred development plan of its existing parcel. The County's transfer will be subject to long-term deed restrictions to limit noxious uses on both County parcel and Buyer's parcel. Buyer will assume the risk and cost of environmental remediation. The intended use of the property is for a warehouse/ distribution facility.

**ATTACHMENTS:**

[3.23.22 Draft GWSI Agreement of Sale for County Parcel-c1.docx](#)

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of \_\_\_\_\_, 2022 (the "Effective Date"), by and between the COUNTY OF DELAWARE, a political subdivision of the Commonwealth of Pennsylvania, having its offices located at 201 West Front Street, Media, Pennsylvania 19063 ("Seller") and ISWG, LP, a Delaware limited partnership having an address c/o ISWG, LLC, 214 North Jackson Street, Media, Pennsylvania 19063 or its assignee ("Buyer").

### RECITALS

WHEREAS, Seller owns vacant ground located within the City of Chester which is a landlocked parcel and defined as County Tax Parcel No. 49-07-00041-06 and also known as Lot 4 as more particularly described in Exhibit A attached hereto and made a part of this Agreement, together with all reversions, remainders, privileges, easements, rights-of-way, appurtenances, agreements, rights, licenses, tenements and hereditaments appertaining to or otherwise benefiting or used in connection with said real property or any improvements, together with all of Seller's right, title and interest in and to any strips and gores of land, streets, alleys, public ways or rights-of-way abutting, adjoining, adjacent, connected or appurtenant to such real property, and together with any and all minerals and mineral rights, oil, gas, and oil and gas rights, other hydrocarbon substances and rights, development rights, air rights, water and water rights, wells, well rights and well permits, water and sewer taps (or their equivalents), and sanitary or storm sewer capacity appertaining to or otherwise benefiting or used in connection therewith (the "Property");

WHEREAS, the Property is adjacent to the Buyer's Existing Property. Buyer's Existing Property is defined as 800 W. Front Street, Chester, PA 19013 specifically consisting of County Tax Parcel Nos. 49-07-00041-03, 49-07-00041-04, 49-07-00041-05, 49-07-00041-07, 49-07-00041-08, 49-07-00041-00, 49-07-00041-12, 49-07-00041-15, 49-07-00041-18, 49-07-00041-20, and also known as Lots 1-3, 5, 6, 7B through 7F as more particularly described in Exhibit A attached hereto;

WHEREAS, the Property is known to be contaminated, having been used historically for industrial operations and activities, including the burning of trash and other materials, which introduced hazardous materials into the soil at and the groundwater under the Property;

WHEREAS, the Seller, pursuant to an Agreement dated August 15, 1993 (the "1993 Agreement"), between Seller and Industrial Investments, Inc. ("III") granted III a right of first refusal with respect to any offers the Seller receives to buy the Property;

WHEREAS, on August 14, 2015, III assigned all its rights under the 1993 Agreement to Buyer's affiliate GWSI, Inc.;

WHEREAS, Buyer has the best opportunity to put the Property into productive use, as the Property would allow for the expansion of the existing warehouse and logistic operations currently conducted on the Buyer's Existing Property; and

WHEREAS, Buyer is willing to restrict the use of the Property in perpetuity and is also willing to restrict the use of the Buyer's Existing Property for a twenty (20) year period.

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

## AGREEMENT

### **1. Purchase and Sale of the Property**

1.1. Purchase. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property all in accordance with the terms and conditions set forth in this Agreement.

1.2. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be the nominal amount of \$1.00, payable at Closing. No deposit is required.

2. Seller's Deliveries. On or before the 2<sup>nd</sup> business day after the Effective Date, Seller shall make available any information, data or reports in Seller's possession which relate to the Property.

### **3. Investigation of the Property**

3.1. Inspection of Property. During the period commencing on the Effective Date and ending on the 30<sup>th</sup> day after the Effective Date (the "Inspection Period"), Buyer, and its employees, agents, consultants and representatives shall be entitled, at Buyer's sole cost and expense, to investigate and evaluate the Property, including entering the Property, and making any studies, tests or inspections of the Property as Buyer may deem necessary or appropriate. During the performance of any investigations at the Real Property, Buyer shall maintain or shall require Buyer's consultant(s) to maintain (a) commercial general liability insurance with coverages of not less than \$1,000,000.00 for injury or death to any one person and \$2,000,000.00 for injury or death to more than one person and \$1,000,000.00 with respect to property damage, and (b) worker's compensation insurance for all of its employees. Seller shall be shown as an additional named insured on all such policies.

3.2. Buyer's Termination Right. Buyer shall have the right at any time during the Inspection Period to terminate this Agreement in its sole and absolute discretion. Upon receipt by the Seller of Buyer's written notice of termination, this Agreement shall automatically terminate and be rendered void, whereupon neither party shall have any further obligation to the other, except that Seller shall still provide Grant Cooperation as defined in Section 5.6 below and the 1993 Agreement shall remain in full force and effect.

### **4. Title**

4.1. Buyer's Objections and Resolutions of Buyer's Objections. Buyer shall order from the Title Company, at its sole cost and expense, a current ALTA title insurance commitment for the Property, including copies of all recorded exceptions to title referred to therein (collectively, the "Title Commitment"), showing marketable, fee simple title to the Real Property to be vested in Seller and committing to insure such title to the Real Property in Buyer (or its assignee). Buyer may also order, at its sole cost and expense, a survey of the Real Property (the "Survey"), prepared by a surveyor selected by Buyer, and certified to Buyer (and/or its assignee), any lender specified by Buyer and the Title Company. Buyer shall have until five (5) days prior to the expiration of the Inspection Period (the "Buyer Objection Deadline") to notify Seller in writing of any objection (the "Buyer Objection Notice") which Buyer may have to any matters reported or shown in the Title Documents. If Buyer delivers the Buyer Objection Notice, then, Seller may deliver in Seller's sole and absolute discretion, a response (the "Seller Response") no later than 3 days after the date of the Buyer Objection Notice (the "Response Deadline"). If Seller fails to deliver the Seller Response on or before the Response Deadline, Seller shall be deemed to have elected

not to cure any of the matters set forth in the Buyer Objection Notice. If Buyer waives its right to terminate this Agreement and the Seller Response contains any commitment to cure any of the items set forth in Buyer's Objection Notice, Seller's obligation to cause such cures as set forth in the Seller Response shall be an additional Seller covenant and also a condition precedent to Buyer's obligations to close. "Title Documents" means, collectively, the Title Commitment, Survey, Litigation Searches and UCC Searches.

Notwithstanding anything herein to the contrary, if the Title Documents are re-issued or updated after the Buyer Objection Deadline, Buyer shall have the right to object (each, a "New Buyer Objection") to any additional matter disclosed or contained (each, a "New Title Document Matter") in any such update of the Title Documents (notwithstanding the passage of the Inspection Period). If Seller is unable or unwilling to cure any such New Title Document Matter to the reasonable satisfaction of Buyer within the lesser of five (5) days following receipt by Seller of a New Buyer Objection or the Closing Date, Buyer shall have the right either to (i) waive such New Title Document Matter and proceed to Closing without any adjustment in the Purchase Price, or (ii) terminate this Agreement (in addition to any other remedies that Buyer may have under this Agreement if the New Title Document Matter was caused by a breach of a covenant or representation of Seller under this Agreement).

4.2. Permitted Exceptions. The exceptions to title disclosed in the Title Commitment, other than (i) those title exceptions to which Buyer has tendered an objection in the Buyer Objection Notice or New Title Document Matter which are not subsequently cured or waived, and (ii) any standard printed exceptions, shall be the "Permitted Exceptions" hereunder. Notwithstanding anything to the contrary contained herein, Seller shall discharge and remove any and all Liens affecting the Property which secure an obligation to pay money (other than installments of real and personal property taxes and liens for special improvements not delinquent as of the Closing) and such Liens shall not be Permitted Exceptions (whether or not Buyer expressly objects to such Liens). "Liens" means liens, encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, pledges, judgments or other similar matters.

4.3. Issuance of Title Policy. Delivery of title in accordance with the foregoing provisions shall be evidenced by the willingness of the Title Company to issue to Buyer, at Closing, a current ALTA form of extended coverage owner's policy of title insurance insuring good, marketable, insurable title to the Real Property in Buyer or its assignee in the amount of the Purchase Price, subject only to the Permitted Exceptions and with all endorsements agreed to by Buyer in satisfaction of the items raised in the Buyer Objection Notice (the "Title Policy"). The issuance of the Title Policy shall be a condition to Buyer's obligation to close hereunder.

4.4. Bulk Sales. If this transaction is deemed to be a bulk sales transfer under Pennsylvania law, Seller shall promptly obtain a Pennsylvania Bulk Sales Clearance Certificate and deliver the same to Buyer. If Seller cannot produce the same by Closing, Seller shall execute a reasonable indemnification agreement in favor of Buyer.

5. Seller's Representations and Warranties. Seller represents, warrants and covenants to Buyer as follows as of the Effective Date and Closing (collectively, "Seller's Representations"):

5.1. Authority. Seller is a political subdivision of the Commonwealth of Pennsylvania. This Agreement (i) does not violate any contract, agreement, commitment, order, judgment, or decree to which Seller is a party; and (ii) has been duly authorized by resolution of the County Council of Delaware County. The individual(s) executing this Agreement and the instruments referenced herein on behalf of

Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Seller.

**5.2. No Conflicts.** The execution, delivery and performance by Seller of this Agreement and the instruments referenced herein and the transaction contemplated hereby will not conflict with, or with or without notice or the passage of time or both, result in a breach of, violate any term or provision of, or constitute a default under the state constitution or any agreement, indenture, mortgage, judicial or administrative order, or any Law to which Seller or any portion of the Property is bound.

**5.3. Consents; Binding Obligations.** No other approval or consent is required from any person for Seller to execute, deliver or perform this Agreement or the other instruments contemplated hereby or for Seller to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms. There are no leases, licenses, or rights of first refusal affecting the Property, except for the 1993 Agreement.

**5.4. No Actions/Compliance with Laws.** There are no actions, suits, proceedings or claims pending, or to Seller's knowledge, contemplated or threatened, before any court, commission, regulatory body, administrative agency or other governmental or quasi-governmental body with respect to the Property, or the ability of Seller to consummate the transaction contemplated by this Agreement. Seller has not received written notice of any violations of any Laws affecting or applicable to any or all of the Property. "Laws" means all federal, state and local laws, statutes, codes, regulations, rules, ordinances, orders policy directives, judgments or decrees, including those of administrative or judicial bodies.

**5.5. Hazardous Materials.**

(a) Seller has not received written notice from any governmental entity alleging that Seller is not in full compliance with Environmental Laws. Except for the environmental reports listed in Schedule 5.5 attached hereto and made a part hereof, Seller has no knowledge of any other environmental reports or of any person having used, generated, processed, stored, released, discharged, transported or disposed Hazardous Materials on the Property other than as disclosed in the reports listed in Schedule 5.5. There is no claim pending or, to Seller's knowledge, threatened with regard to the Property alleging a violation of Environmental Laws. Seller has provided to Buyer all written assessments, reports, data, results of investigations or audits, or other information that is in Seller's possession or reasonable control relating to the environmental matters at or the environmental condition of the Property.

(b) "Environmental Law" means any Law, including requirements under permits, licenses, consents and approvals, relating to pollution or protection of human health or the environment, including those that relate to emissions, discharges, releases or threatened releases, or the generation, manufacturing, processing, distribution, use, treatment, storage, disposal, transport, or handling, of Hazardous Materials

(c) "Hazardous Materials" means those materials that are regulated by or form the basis of liability under any Environmental Law, including: (a) any substance identified under any Environmental Law as a pollutant, contaminant, hazardous substance, liquid, industrial or solid or hazardous waste, hazardous material or toxic substance; (b) any petroleum or petroleum derived substance or waste; (c) any asbestos or asbestos-containing material; (d) any polychlorinated biphenyl

(PCB) or PCB-containing or urea-formaldehyde-containing material or fluid; (e) any radioactive material or substance, including radon; (f) any lead or lead based paints or materials; and (g) any mold, fungi, yeast or other similar biological agents that may have an adverse effect on human health

**5.6. Grant Cooperation.** In connection with any plans to remediate and/or develop the Property after Closing in conjunction with an Act 2 remediation plan approved by the Pennsylvania Department of Environmental Protection, Seller shall cooperate with the pursuit of government grants to pay for the remediation of Hazardous Materials at, on, under or emanating from the Property and remedying any other condition on the Property which may adversely development of the Property. Seller's aforementioned required cooperation shall not require it to incur out of pocket costs. The terms of this Section 5.6 shall survive Closing.

**6. Buyer's Representations and Warranties.** Buyer represents and warrants to Seller as follows:

**6.1. Authority.** Buyer is a Delaware limited liability company duly organized, validly existing and in good standing under the laws of the state of its organization. Buyer has the full right, power and authority to enter into this Agreement and all documents contemplated hereby, and consummate the transaction contemplated by this Agreement. All requisite action has been taken by Buyer in connection with entering into this Agreement and will be taken by Buyer prior to the Closing in connection with the execution and delivery of the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each of the persons and entities signing this Agreement and the other documents contemplated by this Agreement on behalf of Buyer has the legal right, power and authority to bind Buyer.

**6.2. No Conflicts.** The execution, delivery and performance by Buyer of this Agreement and the instruments referenced herein and the transaction contemplated hereby will not conflict with, or with or without notice or the passage of time or both, result in a breach of, violate any term or provision of, or constitute a default under any articles of formation, bylaws, partnership agreement, operating agreement, indenture, deed of trust, mortgage, contract, agreement (oral or written), judicial or administrative order, or any Law to which Buyer is bound.

**6.3. Consents; Binding Obligations.** No approval or consent from any person (including any partners, shareholder, member, creditor, investor or governmental body) is required for Buyer to execute, deliver or perform this Agreement or the other instruments contemplated hereby or for Buyer to consummate the transaction at Closing contemplated hereby; provided, however, that Buyer will require approval of its general partner in order to consummate the acquisition of the Property, which approval Buyer intends to seek prior to the end of the Inspection Period and which approval shall be deemed obtained in the event Buyer does not terminate this Agreement prior to the end of the Inspection Period. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms.

**6.4. No Bankruptcy.** No petition in bankruptcy (voluntary or otherwise), attachment, execution proceeding, assignment for the benefit of creditors, or petition seeking reorganization or insolvency, arrangement or other action or proceeding under federal or state bankruptcy law is pending against or contemplated (or, to buyer's knowledge, threatened) by or against Buyer or any general partner or managing member of Buyer.

**7. Buyer's Obligation to Close.**

7.1. Buyer's Conditions. Buyer shall not be obligated to close hereunder unless each of the following conditions shall exist on the Closing Date:

(a) Title Policy. The Title Company shall issue (or shall be prepared and irrevocably and unconditionally committed to issue) the Title Policy;

(b) Buyer Seller Agreement. Buyer and Seller shall have executed a consent order with the Pennsylvania Department of Environmental Protection (the "Department") colloquially referred to as a "Buyer Seller Agreement" for the purpose of entering the Property into the Department's Act 2 program and securing for Buyer statutory protection from liability for the Hazardous Materials located at, on under or emanating from the Property.

(c) Accuracy of Representations. All of the representations and warranties made by Seller in this Agreement or any of the documents requires to be provided at Closing shall be true, correct and complete in all material respects on and as of the Closing Date, and Seller will so certify;

(d) No Liens. The Property shall be conveyed free and clear of all Liens, except Permitted Exceptions;

(e) Consents. All consents required to effect the transaction shall have been obtained by Seller.

7.2. Failure of Conditions. If any condition specified in this Article 7 is not satisfied on or before the Closing Date, Buyer may, at its option, and in its sole and absolute discretion, (a) extend the Closing Date to allow Seller a sufficient time (but not to exceed 15 days) within which to cure or satisfy such condition, (b) waive any such condition which can legally be waived either at the time originally established for Closing or at any time on or before the 15th day thereafter and proceed to Closing without adjustment or abatement of the Purchase Price, or (c) terminate this Agreement by written notice thereof to Seller.

7.3. As Is, Where Is. Except as expressly set forth in this Agreement, Buyer hereby acknowledges and agrees that it is purchasing the Property in its present "as is/where is" condition with all defects, and neither Seller nor any employee or agent of Seller has made or will make, either expressly or impliedly, any representations, guaranties, promises, statements, assurances or warranties of any kind.

**8. Closing.**

8.1. Time of Closing. Subject to the provisions of this Agreement, the closing of this transaction (the "Closing") shall take place on or before 3:00 p.m. (EST) on April 29, 2022, the "Closing Date," or such earlier date as may be mutually acceptable to the parties. Notwithstanding anything contained herein to the contrary, Buyer has the option to cause Closing to occur later, by delivery of written notice of the exercise of such option prior to the Closing Date in which event Closing shall occur on the new date established by Buyer, but in any event no later than May 20, 2022.

8.2. Deliveries at Closing by Seller. On or before the Closing, Seller shall deliver the following, each dated as of the Closing Date:

(a) Deed. Seller shall deliver an original duly executed and acknowledged Special Warranty Deed (the "Deed"), in the form attached hereto as Exhibit B, conveying good and marketable fee simple title to the Property to Buyer, free of all Liens but subject only to the Permitted Exceptions. Buyer acknowledges and agrees to the language in the Deed creating deed restrictions against certain uses of the Property in the future.

(b) Title Affidavits. Seller shall execute and deliver to the Title Company such agreements or statements as may be reasonably required by the Title Company in order to issue the Title Policy.

(c) Closing Statement. Seller shall deliver a settlement statement of all prorations, allocations, closing costs and payments of moneys related to the Closing of this transaction (the "Closing Statement").

(d) Other Documents. Seller shall, as reasonably requested by the Title Company, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement.

8.3. Deliveries at Closing by Buyer. On or before the Closing, Buyer, at its sole cost and expense, shall deliver the following, each dated as of the Closing Date, in addition to all other items and payments required by this Agreement to be delivered by Buyer at the Closing:

(a) Purchase Price. Buyer shall deliver the Purchase Price in cash.

(b) Closing Statement. Buyer shall deliver an executed Closing Statement.

(c) Deed Restrictions on Buyer's Existing Property. Buyer shall deliver at Closing, in recordable form, a Declaration of Deed Restrictions in form and content as set forth on Exhibit C which shall be recorded against Buyer's Existing Property.

(d) Other Documents. Buyer shall, as reasonably requested by the Title Company, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement.

## 9. Prorations and Closing Expenses.

9.1. Closing Adjustments. In addition to any other credits or prorations provided elsewhere in this Agreement, Buyer and Seller shall cooperate in the preparation of a proration schedule (the "Proration Schedule"), if required, of any adjustments prior to Closing. The Proration Schedule shall include the party responsible for paying any such adjustments at Closing. For purposes of this Section 9.1, Buyer shall be deemed to be title holder of the Property, and therefore entitled to the revenue and responsible for the expenses, after 12:00 a.m. on the Closing Date.

9.2. Closing Costs. Each party shall pay its own costs and expenses arising in connection with the Closing (including its own attorneys' and advisors' fees, charges and disbursements), except as set forth in the Proration Schedule. Seller shall pay (i) the cost of recording the Deed, (ii) one-half of transfer taxes, if any, related to the transfer of the Property, (iii) the cost of discharging any Liens against the Property and recording any instruments in connection therewith; and (iv) one half of the closing costs and escrow fees of the Title Company to conduct Closing. Buyer shall pay (a) the premium of the Title Policy, (b) the cost of any Survey, (c) one-half of transfer taxes, if any, related to the transfer of the Property and (d) one half of the closing costs and escrow fees of the Title Company to conduct Closing.

9.3. Settlement Sheet. At the Closing, Seller and Buyer shall execute a closing settlement sheet to reflect the credits, prorations and adjustments contemplated by or specifically provided for in this Agreement.

9.4. Post-Closing Adjustments. Buyer and Seller shall undertake, following Closing, to adjust between themselves, as of the Closing Date, any revenue or expenses of the Property that are not adjusted on the settlement statement.

The terms of this Article 9 shall survive Closing.

## **10. Remedies.**

10.1. Breach by Seller. If Seller defaults on any provision of this Agreement, Buyer, as a condition precedent to the exercise of its remedies or termination of this Agreement, shall be required to give Seller written notice of the same. Seller shall have five (5) business days from the receipt of such notice to cure the default. If Seller timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If Seller fails to timely cure such default, Buyer, at Buyer's option, either may: (i) terminate this Agreement; OR (ii) pursue and obtain specific performance of Seller's obligations hereunder (without the necessity of proving irreparable harm or posting any security), including to convey the Property as provided herein. If Buyer elects to pursue specific performance pursuant to this Section 10.1 but specific performance is unavailable to Buyer as a result of any action taken by Seller, Seller shall reimburse Buyer for Buyer's direct and actual damages, as permitted by applicable law. The terms of this Section 10.1 shall survive Closing.

10.2. Breach by Buyer. If Buyer defaults on any provision of this Agreement, Seller, as a condition precedent to the exercise of its remedies or termination of this Agreement, shall be required to give Buyer written notice of the same. Buyer shall have five (5) business days from the receipt of such notice to cure the default. If Buyer timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If Buyer fails to timely cure such default, Seller shall be entitled to terminate this Agreement pursuant to the terms of this Section 10.2, as Seller's sole remedy.

## **11. Miscellaneous.**

11.1. Brokers. Seller and Buyer each hereby represent, warrant to and agree with the other that it has not had, and it shall not have, any dealings with any brokers or agents to whom the payment of any broker's fee, finder's fee, commission or similar compensation shall or may become due or payable in connection with this transaction.

11.2. Further Assurances. Each of the parties hereto agrees to perform, execute and deliver such documents and further assurances as may be necessary to carry out the intent and purpose of this Agreement.

11.3. Survival of Representations and Warranties. The provisions of Article 10 and this Article 11 shall survive Closing. Any provision of this Agreement which requires observance or performance subsequent to the Closing, whether or not there is an express survival provision, shall continue in force and effect following such Closing.

11.4. Partial Invalidity. If any provision of this Agreement is determined to be unenforceable, such provision shall be reformed and enforced to the maximum extent permitted by Law. If it cannot be reformed, it shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portions of this Agreement shall remain in full force and effect and shall, for all purposes, constitute this entire Agreement.

11.5. Time of Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.

11.6. Construction of Agreement. All parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship.

11.7. Amendments/Waiver. No amendment, change or modification of this Agreement shall be valid unless the same is in writing and signed by the party or parties to be bound. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision shall be deemed a continuing waiver of such provision or of this Agreement.

11.8. Entire Agreement. This Agreement, together with the Exhibits and Schedules attached hereto, constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior negotiations, agreements, understandings, letters of intent and discussions (whether oral or written) between the parties, and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as expressly herein set forth.

11.9. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement. Executed copies of this Agreement may be delivered by facsimile, PDF or email, and, upon receipt, shall be deemed originals and binding upon the parties hereto.

11.10. Dates. If any date set forth in this Agreement for any event (for example, the expiration of the Inspection Period or the Closing Date) should, under the terms of this Agreement, fall on a non-business day, then such date shall be extended automatically to the next succeeding business day.

11.11. Governing Law/Jurisdiction. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the Commonwealth of

Pennsylvania, without regard to the conflicts of laws principles thereof. Any action brought to interpret or enforce this Agreement shall be brought in a court of competent jurisdiction in the state in which the Property is located and each party hereto hereby consents to jurisdiction and venue in such court.

**11.12. Notices.** All notices, consents, reports, demands, requests and other communications required or permitted hereunder ("Notices") shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; or (c) sent by PDF or email with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) or (b). All Notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the Notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this section, then the first attempted delivery shall be deemed to constitute delivery; and provided further, however, that Notices given by PDF or email shall be deemed given when received. Each party shall be entitled to change its address for Notices from time to time by delivering to the other party Notice thereof in the manner herein provided for the delivery of Notices. All Notices shall be sent to the addressee at its address set forth below:

To Seller:

County of Delaware, Pennsylvania  
201 West Front Street  
Media, PA 19063  
Attention: Dr. Monica Taylor, Chair  
Email: [TaylorM@co.delaware.pa.us](mailto:TaylorM@co.delaware.pa.us)

With a copy to:

County of Delaware, Pennsylvania  
201 West Front Street  
Media, PA 19063  
Attention: William F. Martin, Esq.  
Email: [martinw@co.delaware.pa.us](mailto:martinw@co.delaware.pa.us)

To Buyer:

ISWG, LP  
c/o Michael Gerace, ISWG, LLC  
214 N. Jackson Street  
Media, PA 19063  
Email: [mike@mgeraceinc.com](mailto:mike@mgeraceinc.com)

With a copy to:

Kevin R. Boyle, Co-Chairman  
Stradley Ronon Stevens & Young, LLP  
2600 One Commerce Square

2005 Market Street  
Philadelphia, PA 19103  
Email: [kboyle@stradley.com](mailto:kboyle@stradley.com)

11.13. Headings/Use of Terms/Exhibits. The paragraph and section headings that appear in this Agreement are for purposes of convenience of reference only and are not to be construed as modifying, explaining, restricting or affecting the substance of the paragraphs and sections in which they appear. Wherever the singular number is used, and when the context requires, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

11.14. Assignment. Subject to the provisions of this section, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

11.15. Attorney's Fees. If litigation or arbitration is required by either party to enforce or interpret the terms of this Agreement, the substantially prevailing party of such action or arbitration shall, in addition to all other relief granted or awarded by the court or arbitrator, be awarded costs and reasonable attorneys' fees, charges and disbursements and expert witnesses fees and costs incurred by reason of such action or arbitration and those incurred in preparation thereof at both the trial or arbitration and appellate levels.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have caused this Agreement to be executed as of the date first set forth above.

SELLER:

COUNTY OF DELAWARE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYER:

ISWG, LP, a Delaware limited partnership,

By: ISWG, LLC, a Delaware limited liability company, its  
general partner

By: \_\_\_\_\_  
Name: Michael A. Gerace  
Title: Managing Member

EXHIBIT A

Legal Description

ALL THAT CERTAIN lot or tract of land situate in the City of Chester, County of Delaware and Commonwealth of Pennsylvania, being known as Lot No. 4, as shown on a certain plan entitled Subdivision Plan for Riverbridge Industrial Park, as recorded in the Office of the Recorder of Deeds of Delaware County, Pennsylvania in Plan Book 18 Page 381.

BEING Folio No. 49-07-00041-06

BEING PART OF the same premises which Delaware County Economic Development Center, Inc., a Pennsylvania non-profit corporation, by Deed dated 09/17/1986 and recorded 09/19/1986 in Delaware County at Volume 382 Page 305, granted and conveyed unto County of Delaware, in fee.

EXHIBIT B

Special Warranty Deed

PREPARED BY:

Kevin R. Boyle, Co-Chairman  
Stradley Ronon Stevens & Young, LLP  
2600 One Commerce Square  
2005 Market Street  
Philadelphia, PA 19103

TAX PARCEL NO.: 49-07-00041-06

RECORD AND RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED made the \_\_\_\_\_ day of \_\_\_\_\_, 2022, with an effective date of \_\_\_\_\_, 2022, between the COUNTY OF DELAWARE, a public Delaware limited partnership (hereinafter called "Grantor"), and \_\_\_\_\_, a \_\_\_\_\_ with a mailing address of \_\_\_\_\_ (hereinafter called "Grantee").

WITNESSETH, that the said Grantor for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery, hereof, the receipt whereof is hereby acknowledged, has granted and conveyed, and by these presents does hereby grant and convey, unto the said Grantee, its successors and assigns, fee simple title to:

ALL THOSE CERTAIN lots or pieces of ground with the buildings and improvements thereon erected, SITUATE in the City of Chester, Commonwealth of Pennsylvania as more particularly described in the attached Exhibit A.

SUBJECT TO, restrictions and easements of record, to the extent valid and enforceable.

ALSO SUBJECT TO the following restrictions which shall run with the land from the date of this deed as set forth above:

- (a) Without the approval of the County of Delaware, which shall not be unreasonably withheld, conditioned or delayed, there shall be no installation of potable water wells on the property for the purpose of consumption. Wells for the purpose of testing and monitoring possible contamination levels shall be permitted and no prior approval from the County of Delaware shall be required unless otherwise required by applicable law.

EXHIBIT B  
SPECIAL WARRANTY DEED

(b) There shall be no use of the property as a liquified natural gas plant, a trash to steam facility or waste-water treatment facility, except for a waste-water treatment facility serving only an on-site private operation.

TOGETHER WITH all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said grantor, as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lots or pieces of ground described in Exhibit A, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

AND the said Grantor, for itself, and its successors and assigns, does, by these presents, covenant, grant and agree, to and with the said Grantee, and its successors and assigns, that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against it, the said Grantor, and its successor and assigns, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor.

(SIGNATURE LINES ON NEXT PAGE)

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

**WITNESS:**

## COUNTY OF DELAWARE

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

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

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

Commonwealth of Pennsylvania )  
 )  
 County of Delaware )

On the \_\_\_\_ day of \_\_\_\_\_, 2022 before me, the subscriber, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared \_\_\_\_\_, who I am satisfied is the person who signed the within instrument and acknowledgements and that he signed, sealed and delivered same as her/his voluntary act and deed and she/he desired that the same be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

---

## Notary Public

The address of the above-named Grantee is:

---

---

On behalf of the Grantee

## SPECIAL WARRANTY DEED

EXHIBIT A TO SPECIAL WARRANTY DEED

Legal Description of the Property

ALL THAT CERTAIN lot or tract of land situate in the City of Chester, County of Delaware and Commonwealth of Pennsylvania, being known as Lot No. 4, as shown on a certain plan entitled Subdivision Plan for Riverbridge Industrial Park, as recorded in the Office of the Recorder of Deeds of Delaware County, Pennsylvania in Plan Book 18 Page 381.

BEING Folio No. 49-07-00041-06

BEING PART OF the same premises which Delaware County Economic Development Center, Inc., a Pennsylvania non-profit corporation, by Deed dated 09/17/1986 and recorded 09/19/1986 in Delaware County at Volume 382 Page 305, granted and conveyed unto County of Delaware, in fee.

## EXHIBIT C

### DECLARATION OF DEED RESTRICTIONS

ISWG, LP ("ISWG") hereby files this DECLARATION OF DEED RESTRICTIONS dated, and hereby effective as of April \_\_\_\_\_, 2022.

#### BACKGROUND

ISWG is the owner of that certain parcel of land, together with the buildings and other improvements located thereon, known as 800 W. Front Street, Chester, Pennsylvania 19013 specifically consisting of County Tax Parcel Nos. 49-07-00041-03, 49-07-00041-04, 49-07-00041-05, 49-07-00041-07, 49-07-00041-08, 49-07-00041-00, 49-07-00041-12, 49-07-00041-15, 49-07-00041-18, 49-07-00041-20, and also known as Lots 1-3, 5, 6, 7B through 7F as more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

The County of Delaware has agreed to convey certain real property it owns to ISWG or its assignee subject to ISWG placing certain deed restrictions on the Property.

NOW THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ISWG, intending to be legally bound, hereby agrees to the recording of this Declaration of Deed Restrictions thereby creating the following deed restrictions against the Property:

For a period of twenty (20) years from the date of this Declaration of Deed Restrictions as set forth at the top of this page, there shall be no use of the Property as a liquified natural gas plant, a trash to steam facility or wastewater treatment facility, except for a wastewater treatment facility serving only an on-site private operation.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Deed Restrictions as of the date first above written.

ISWG, LP, a Delaware limited partnership,  
By: ISWG, LLC, a Delaware limited liability  
company, its general partner

---

By: Michael A. Gerace  
Title: Managing Member

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF PHILADELPHIA :

On the \_\_\_\_ day of \_\_\_\_\_, 2022 before me, the subscriber, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared Michael A. Gerace, the Sole Member of ISWG, LLC, the General Partner of ISWG, LP, who I am satisfied is the person named in and who executed this document and he did acknowledge that he signed, sealed and delivered the same as and for the duly authorized, voluntary act and deed of the said Company and for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

---

Notary Public

EXHIBIT C

SCHEDULE 5.5

1. 8.16.93 Environmental Audit Report
2. 8.12.94 Phase II Site Assessment Rpt Gasoline UST
3. 8.12.94 Phase II Site Assessment Rpt Burn Pit
4. Appendix 1 to Phase II Site Assessment Rpt Burn Pit
5. 8.25.95 Agreement re Lot 4
6. 10.23.95 Property Reinspection Report
7. 2.26.07 Phase II Environmental Site Assessment Report



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Howard Lazarus, Personnel

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to Amend Professional Services Agreement with Affion Public by \$25,000 to add the search for a Planning Director.

**EXPENSE BUDGET LINE ITEM** 01.1000.0714.603000

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** \$25,000

**REQUEST:**

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[Delaware County, PA - Director of Planning - proposal.pdf](#)



Delivering Leaders



*We deliver leaders. Our executive recruiting specialists have national contacts within the public sector and professional organizations – allowing us to find a broad range of talent. We rigorously qualify and investigate each candidate. We won't just pull names out of a database. When we are finished, you will have candidates that meet or exceed your expectations.*

04/07/2022

Howard Lazarus  
Executive Director  
201 West Front Street  
Media, PA 19063

Dear Howard,

Thank you for the opportunity to submit our offer of executive search services for the Director of Planning position.

As you know, Affion Public is an executive search firm that specializes in identifying and placing exceptional executive level candidates within the public sector. We have built a successful practice on placing public sector executives and have a reputation for developing excellent working relationships with the clients we serve.

Our partnership approach and high quality of work fosters the level of comfort our clients' value and deserve. With our high touch style, we'll be able to provide you with the attention that you warrant and deserve for this very important search. Our search process and collaborative approach has enabled Affion Public to conduct multiple searches for the majority of the clients we serve.

We differentiate ourselves from our competition by seeking out passive, as well as, active candidates that will best meet the needs of our clients. By conducting searches in this manner, we are able to provide a tailored pool of candidates rather than recycling the same candidates search after search. Our commitment to diversity and success at targeting minority candidates has also helped to set us apart from other firms.

On behalf of Affion Public, we will be thrilled to be your firm of choice! Please feel free to contact me directly at 717-576-9847 or via email at [reilly@affionpublic.com](mailto:reilly@affionpublic.com). I look forward to speaking with you in the near future.

Best Regards,



Scott Reilly  
CEO, Affion Public

*Delivering Leaders.*



**Delaware County, PA  
Executive Search Services  
Director of Planning  
04/07/2022**

**Corporate Mailing Address:**

**P.O. Box 794  
Hershey, PA 17033  
888-321-4922  
[www.affionpublic.com](http://www.affionpublic.com)**



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### **Affion Disclaimer**

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## Company Profile

Affion Public is deeply rooted in the public sector, providing executive search services for state and local government, education and non-profit organizations since 2000.

Our executive search division specializes in identifying the nation's best and brightest executives and delivering those individuals to our public sector clients. Our partners are typically state, county, city, and government organizations as well as non-profits. Recognized as a leader in public sector executive searches, Affion has attained "preferred" vendor status or an exclusive relationship with a majority of its client partners.

Affion's corporate address is P.O. Box 794, Hershey, PA 17033.

### **Why Affion?**

We are different. As a company, our strengths lie in our people, our passion, and our commitment. Affion employs an extremely talented group of professionals that bring a diverse set of skills and an average of over 10 years of experience in government and private sector venues. Extraordinary, trusted client partnerships have separated us from others in the industry. Embracing a small business approach has enabled the entrepreneurial spirit of Affion, while also ensuring a personalized approach and customized solution for our partners.

It is our unique understanding of the complexities of the public sector that gives us an edge. We know what to challenge potential candidates on, and we know how to discern and qualify the very specific set of skills an executive needs in order to succeed within the public realm. Our particular expertise lies in our ability to reach out to and ultimately attract the best and the brightest into the public executive domain. Short and long term, Affion is looking for valued, long lasting partnerships, where we can have a real and positive effect for our client.

Our public sector team provides a full range of customized executive recruiting and management consulting services. Particular areas of expertise lie within strategy, human resources, process and solutions. We have served in an advisory capacity to state, city, and municipal governments across the country.

Historically, our specialized executive recruitment services have been client driven. By building strong client partnerships, and practicing due diligence, we gain an invaluable understanding of the mission, motivation and culture of our client. This has allowed us to successfully recruit across all departmental disciplines and ultimately to provide top executives to an array of governmental agencies and authorities (e.g. Information Systems, Public Safety, Engineering, Health and Human Services, Water Utilities, Economic Development, Assistant City Managers, City Managers, etc.).



### **What We Do Differently**

Our executive search goal is to specify, identify, qualify and deliver candidates that meet or exceed your expectations. After consulting with client executives and stakeholders, we utilize a systematic search methodology to customize and tailor the ideal candidate and position profile to meet the specified need.

Targeting organizations that are similar to our client, we set out to find individuals that meet and exceed the background, education, experience, and personal characteristics required. This is done in a highly confidential manner and in compliance with applicable legal standards. Once a potential candidate has been identified, they will enter into a rigorous qualifying process to further establish the “fit”. A comprehensive confidential report on each of the selected candidates is prepared to include pertinent information relative to the candidates work history and background. A professional appraisal of the candidates’ competencies compared to the specific requirements will be provided as a continuum to the report. In the form of a portfolio presentation, we meet with the stakeholders to make our recommendations. We deliver individuals that are competent, qualified, and capable. We deliver solutions.



## Relevant Search Experience

### **City of Arlington, TX**

- Director of Community Development and Planning (2015)

### **City of Asheville, NC**

- Urban Planning and Design Director (2014)

### **City of Austin, TX**

- Redevelopment Division Manager (2015)
- Director of Development Services (2019)
- Assistant Director, Housing and Planning (2021)

### **City of Bellevue, WA**

- Director of Planning and Community Development (2010)

### **City of Boise, ID**

- Planning and Development Services Director (2021)

### **City of Boulder, CO**

- Comprehensive Planning Manager (2012)
- Deputy Director of Community Planning and Sustainability (2011)

### **City of Chandler, AZ**

- Director of Planning and Development (2008)

### **City of College Station, TX**

- Assistant Director of Planning & Development (2008)
- Director of Planning and Development Services (2018)

### **City and County of Denver, CO**

- Manager of Community Planning and Development (2012)

### **City of El Paso, TX**

- Director of Planning and Inspections (2018)

### **City of Eugene, OR**

- Executive Director of Planning and Development (2010)

### **City of Fort Collins, CO**

- Director of Planning, Development and Transportation (2019)

### **City of Missouri, City, TX**

- Director of Development Services (2016)

### **City of Tamarac, FL**

- Director of Community Development (2013)

### **Minneapolis Parks and Recreation Board, MN**

- Assistant Superintendent of Planning (2011)



## Objectives and Approach

- 1. Establishing the Timeline** – we will work closely with you to determine your ideal start date for your executive and then work to make sure that we agree on all target dates and activities.
- 2. Input from Key Decision Makers** – we will meet with all parties who will be impacted by this executive to seek input, which will also help us understand the company, the people and the working environment. This can include setting up public forums to engage the community in assisting in the process.
- 3. Developing the Candidate Profile** – through extensive interviews we will gain a complete understanding of the mission and goals of the company and begin to create the profile of the executive you are seeking.
- 4. Candidate Pool and Search Techniques** – we will use our own extensive internal database, our personal and professional connections, competitor intelligence, targeted recruiting, industry specific sourcing and other recruiting tools to begin to identify the perfect candidate.
- 5. Screening Process** – we will conduct interviews to qualify each candidate, whether it is an internal candidate or an external one, prior to presentation to you, and will conduct an extensive background check on each potential candidate.
- 6. Selecting Candidates for Client Review** – we will present the key decision makers with a portfolio of candidates for consideration and will discuss each candidate's skills and qualifications in detail.
- 7. Choosing the Finalists and the Interview** – once the client has reviewed the candidates and has selected the finalists, interviews with the key decision makers or the selection committee will begin.
- 8. Hiring** – all candidates will have been pre-qualified on the salary range; benefits and we will assist in all final employment matters.

## Developing the Candidate Profile

Affion's approach to executive searches is a very personal and systematic one. Our success is dependent on the access and information granted to us by the client organization, so that we can gather all the information possible to have a true understanding of the client's needs. Only if we know the organization intimately and develop a very thorough and detailed profile of the ideal candidate, can we be assured of the right match for the organization and the individual who is ultimately selected.

We pride ourselves in the value we bring to the table by working with the client to develop the profile of the ideal candidate from which to conduct our search. We do this by spending a great deal of time with the chief decision makers, elected officials, etc. at the very beginning, learning the history of the position, the mission and goals of the organization, the past successes and failures of the position, staff, budget and virtually everything the selected candidate would need to have experience and success addressing. In order for us to locate the ideal leader for an organization, we must know where that organization wants to go and what it will take to get it there.

Each search is different, and we invest as much time in getting to know the style and organizational culture of our client as we do getting to know each candidate under consideration. We develop a strong relationship with the decision makers and people with whom the potential candidates would be working to ensure the right match. We spend time with the decision maker(s) to understand their idea of the "ideal" candidate, their own management style, and what the position means to them and to the organization. We learn and adopt the organization's vision, so that we are able to recruit candidates who will embrace those goals and lead a strategy that will support that vision.

We prefer to interview other successful executives at the peer level of the vacant position to get an understanding of the kind of leaders who are successful in the organization. We also find it valuable to interview some subordinate level staff, if possible, to assess some of the challenges or strengths within the current resources that the incoming executive would find.

These early stages of the search are, in our mind, the most important. Our entire search team, including our assigned recruiter(s), is involved in this information gathering/ relationship process from the beginning so we all know exactly what our client is seeking in applicants and are qualifying candidates on the client's organizational culture.

For national searches, our team also investigates the community in which the position resides. We investigate the public and private school options, and even spend time with a realtor to get a feel of the local housing market for relocation. All of this helps us when we screen and sell candidates on the position.

From the interviews and fact gathering, we will prepare a comprehensive candidate recruitment profile for the position, with the desired qualifications and characteristics, for approval by the client's designee(s). It is from this customized profile that we conduct our systematic search.

## Input from Stakeholders

The first steps in any search begin with our onsite stakeholder meetings. The purpose of the stakeholder interviews is to allow Affion an intimate understanding of the organization, the people and the environment. These interviews are how we develop the two key profiles in which the search is built around. The first profile is the position profile. The position profile includes not only the requirements the successful individual will possess but also what they will be doing on a daily, weekly and monthly basis. This profile is critical in analyzing the potential candidate's previous experience. The second profile is the candidate profile in which we spoke previously about. This profile allows Affion to define the type of individuals that will be successful in your organization.

The stakeholder meetings begin with developing the list of individuals that will be working directly with this person. This list should include whomever the individual is responsible for reporting to and anyone who may be directly involved with the hiring and interview process. Affion is committed to spending as much time as necessary on the stakeholder meeting to ensure a successful placement.

The stakeholder meetings are approximately one-hour interview session in which our team will ask probing questions to what will make the candidate successful. These are generally done on an individual basis.

Additional stakeholder meetings including public input will be scheduled at the discretion of the selection team. We have a long history of being very inclusive with our stakeholder process and often meet with community leaders, business leaders, civic and religious leaders as well as neighborhood associations.

### **Candidate Pool**

Affion is a relationship driven, select targeting firm. We use our own internal database to draw upon potential candidates with whom we have built relationships and/or referrals. We use the telephone to reach out to referrals and candidates initially. We use the Internet as well as select research firms to investigate credit, criminal and other background checks and to obtain any written publications authored by, or regarding, the candidates. Beyond this limited use of technology, our efforts are all carried out in person. We post the job on the Internet or advertise in print as required by the client organization. Even our utilization of networks of professional or trade associations, is done in person. This personal approach is how we have been most successful in targeting and attracting the best and most diverse selection of candidates.

Each Affion recruitment effort is customized specifically to the client organization's needs and preferences. One of the additional values achieved from the time we spend in the beginning is getting to know the client organization and its culture and obtaining mutual agreement on a process that works for both of us. While we have a very strict and systematic internal qualifying/screening process, it is only visible to the client in the result it produces. Any processes external to our qualifying/screening process may be modified to accommodate the client's organizational needs.

### **Affion Process in Screening**

While the general steps outlined herein are the basis of the Affion search, flexibility is built into our model to accommodate a particular client's preferences. Our search is customized to best meet the needs of our client and as long as we are not asked to forego steps to ensure quality, modifications or additions can be made.

### ***Sourcing/Recruiting Candidates***

Our senior executive recruiters (100% dedicated to this search) will identify candidates who have been successful in like organizations in similar positions. We search from a variety of sources to ensure development of a broad representative pool in terms of affirmative action efforts and experience; including our own network of contacts and files; public or private entities, professional and other associations and organizations related to the position and referrals. We do targeted advertising in publications specific to the position.



## **Targeted Recruiting**

Affion maintains a national database through extensive networks in industry specific business groups, trade and professional organizations. To further ensure a diverse candidate pool, we also source candidates from professional organizations and networks that are ethnic and gender specific. We reach out to a variety of sources to collectively find the best talent available.

As a result of our previous and ongoing recruiting efforts within government and quasi-government organizations, (local, city, county, and state) Affion has, and continues to build, an expansive network of candidates that includes the best and the brightest in the public sector. That network of candidates exemplifies our professional commitment to building valued relationships, knowing the individuals' experience and leadership styles, and understanding their needs and career goals. By operating within these guidelines, our deliverable to our client results in being a known and trusted entity.

## ***Screening/Qualifying Candidates***

Our senior executive recruiter conducts preliminary screening interviews of all candidates and the most promising candidates to determine their qualifications, pertinent accomplishments, experience, ability to meet special needs of the position and their interest in being considered. Preliminary screening will be based on a resume rating developed from criteria contained in the customized Candidate Recruitment Profile, information contained in the resumes submitted to Affion, and Affion's knowledge of the people and organizations with whom and in which we work. At this point in the search, our recruiter is also securing preliminary, confidential reference information on the most promising candidates (as available and appropriate) to verify experience and qualifications; i.e., to ensure that it is worthwhile proceeding with them.

After qualifying the best candidates into our process, those individuals are subjected to further rounds of interviews by additional Affion executive staff. The same criteria are used, but the emphasis here, is on organizational and cultural fit, and political acumen. This process assures the quality we demand of the short list of semi-finalists that are selected.

All candidates are met face-to-face when possible. If the face-to-face interviews cannot be arranged, then video conferencing is arranged to ensure that the recruiters and executives within Affion are comfortable with the candidates they are presenting for consideration.

## ***Background Investigation***

When all members of the Affion qualifying team have agreed that the candidate fits the desired profile we begin extensive background checks to include criminal, education, and financial investigations. Reference calls are completed. Internet and media searches are conducted. This entire procedure is intended to further eliminate unqualified candidates, and to validate the credentials of the final candidates in process.

## ***Selecting Finalists for Promotion to Client***

From our rigorous qualifying process and investigation, Affion typically narrows the field of qualified candidates to the top 6-8. We present all of the client's designated representatives with a comprehensive book of material on each of the selected individuals. These books contain summary profiles, resumes, applications, articles by or regarding the candidate, pertinent work product, and photographs of those candidates whose qualifications, work experience, achievements, and/or other special qualities qualify them for the position. This comprehensive confidential report on each candidate covers not only the candidate's working career and those personal aspects that are relevant to the position, but also our appraisal of how the candidate's competencies compare to your specific needs and environment. Affion and the client's representatives will meet to review the detailed contents of the book.

## ***Internal Candidates***

Affion always screens and evaluates those applications and resumes received by the client from in-house or outside applicants to insure, on the client's behalf, that the process is considered fair to all applicants and to determine if any of these individuals are qualified, viable candidates. Often, at the client's preference we keep all in-house applicants in process until the final qualifying phases of the search process, unless it is clearly established that certain individuals are not qualified.

We review, evaluate and acknowledge in writing all applications and resumes received. Additionally, we ask that all solicitations for consideration made directly to the client be forwarded to Affion immediately to avoid duplication of efforts and take work off the client's shoulders.

### **Client Selection of Candidates for Interview**

Affion would work closely with the hiring team for selecting the finalist. Affion will make a portfolio presentation to the key stakeholders which will include; the resume, a brief bio written by the candidate, a description of the candidate's strengths and weaknesses, and an answer to the questions "Why Should I be the Next..." Upon our face-to-face presentation of the finalists, with our recommendations and comprehensive background information, we require that the client select the number and names of the candidates it wishes to interview in person.

Upon the client's direction, Affion personnel will coordinate with client personnel to arrange interviews with the top candidates selected for consideration. Affion will work with the client to coordinate any travel or accommodation details that may be needed for each outside candidate.

### **Client Interviews and Final Selection**

The finalist interviews would be conducted in conjunction with the wishes of the hiring team. Affion typically suggests that the hiring team utilize panel interviews and also perhaps a candidate presentation. The candidate presentation would be an oral presentation accompanied by a visual presentation. We typically ask all candidates to prepare a twenty-minute presentation in a power-point format. This presentation can be on a topic agreed upon by Affion and the client. The purpose of this presentation is to allow the selection committee to see how the candidates communicate their thought process and the candidate's ability to effectively express those thoughts to their audience.

The formal interview would involve the same set questions asked to each candidate by the same panel member. This allows the selection committee to evaluate each candidate on a fair and equal field. These questions are agreed upon in advance with Affion and the selection committee. Affion will be involved throughout the entire interview process to facilitate the interviews.

### **Hiring**

Once it is time for a hiring decision, Affion will provide assistance on final employment matters, such as the negotiation process with successful candidates and notification to unsuccessful candidates.

Any candidate that is presented for consideration will have been pre-qualified on the salary range, benefits and relocation package. Once the finalist has been selected it is our standard practice that the client sends a formal offer letter to Affion on behalf of the successful candidate. Affion will facilitate the signature and closing of the process.



## **Statement of Diversity**

Diversity is one of our core values, as well as part of our heritage. It acknowledges and celebrates the richness and value created by the differences among our employees, our customers, our service offerings, and our businesses. It is about people, backgrounds, lifestyles, ideas and balance between our work and personal lives. It is about maximizing the contributions from all members of our team so that we deliver greater value to our customers. It is about valuing differences. It is not a code word for affirmative action. It is much larger than that. It is about valuing differences. It is about inclusion. It relies on standards of performance and behavior, which lead to mutual respect. Diversity is about effectively using our collective talent to create a competitive advantage that leads to success – both for our internal support staff and contract workforce. Affion is truly committed to effectively recruiting and maintaining a diverse workforce.

Affion maintains an Affirmative Action Program and policy to afford equal employment opportunity to all without regards to race, color, religion, sex, national origin, sexual orientation, handicap or disability or status as a disabled veteran or a veteran of the Vietnam War era. We take affirmative action to ensure applicants for employment and employees are treated without regard to these characteristics. The sole basis for decisions regarding employment status has been, and will continue to be, an individual's qualifications, and based only on valid, non-biased job requirements in positions being filled. To carry out our policy, the commitment includes, but is not limited to recruitment, hiring, promotions, transfers, compensation, benefits, layoffs, terminations, educational tuition assistance and company sponsored training and recreational programs.

Affion employs responsible reporting and monitoring procedures to ensure that all personnel actions are in strict compliance with the Equal Opportunity Policy and our Affirmative Action program. We are further committed to be an Equal Opportunity Employer by various federal, state and city laws on fair employment practices. All of Affion's advertising reflects these same important standards.

We are proud of our success in ensuring a diverse candidate pool and thrilled to have placed multiple women and minority candidates in executive level municipal positions, nationwide.



## **Sustainability Efforts**

Our commitment to climate action includes improving the environmental footprint of our operations by going paperless. All the steps involved in creating paper have significant impacts on the environment. Because of this we have made the commitment to go paperless by providing pdfs of our candidate binder presentations, proposals, and additional written communication.

We have also taken steps to reduce our carbon footprint by implementing less travel and utilizing technology for stakeholder meetings, initial interviews, etc. We hope by taking these actions, we are helping to protect the health of our planet today and for generations to come.



### **Individuals Assigned to Search:**

#### **Scott Reilly**

**CEO, Affion Public**

**[reilly@affionpublic.com](mailto:reilly@affionpublic.com)**

**717-576-9847**

Scott will be the lead on this search and responsible for quality assurance during the length of your project. During the engagement, he will be responsible for ensuring the success of the process.

Scott, previously the Vice President of Arcus Public, has more than 20 years' experience in Sales, Executive Recruiting and Technology. His depth of knowledge and experience placing top executives and technology professionals enables him to lead the talented group of professionals at Affion Public. Throughout his tenure in the public sector, he has been responsible for leading the engagement process and successfully placing more than 100 professionals in key roles. He's worked in the trenches performing the searches, as well as in leadership roles guiding his team and building relationships with clients while at the helm. He truly understands and appreciates the intricacies of the market, and as CEO for Affion Public, he is responsible for the strategic direction and approach of each of the firm's key service areas.

Scott has been a speaker/presenter on various topics nationally working with leading government officials; to help identify opportunities for technology research and share best practices as well as executive search forums. He was named a founding Honorary Alumni to the Harrisburg University of Science and Technology first graduating class. He currently serves as the vice-chairman of the Derry Township Municipal Authority and has been an active member on the Hershey Country Club Board of Governors. Scott was also recognized by the Central Penn Business Journal as one of the region's Top 40 Under 40. He holds a Bachelor of Science degree in Marketing from Rider University.

Scott has been directly involved with all executive level searches through Arcus Public and Affion Public since 2003.

#### **Gina Sprowls**

**Recruiting Manager**

**[sprowls@affionpublic.com](mailto:sprowls@affionpublic.com)**

**717-763-1987**

Gina will manage the recruitment efforts of your executive search. During the engagement, she will provide the direction and coordination for the recruitment to ensure the profile of the ideal candidate is adhered to, so the best candidate is hired for the job.

Gina will be responsible for identifying, profiling, and screening the candidates. Her role will include qualifying potential candidates and conducting interviews of candidates. Additionally, she will assist in coordinating interviews, soliciting feedback, and conducting professional reference checks. She may be involved in the presentation of the final candidates to the stakeholders for consideration.

Gina brings over ten years of diverse experience in recruitment, sales and management. She offers a strong background in Human Resources with an emphasis on executive level recruitment and training. Her recruitment career has crossed over several industries including Public Sector, Technology, Finance, Healthcare, Sales and Education. She has worked on multiple executive level searches for clients across the nation and is known for building and maintaining excellent relationships with our clients and candidates. She holds a Bachelor of Science degree in Business Administration from Capella University and an Associate of Arts degree in Human Resources.

Gina has been directly involved with all executive level searches through Arcus Public and Affion Public since January 2008.



### Individuals Assigned to Search continued..

**Brittany Schwaber**  
**Executive Recruiter**  
[bschwaber@affionpublic.com](mailto:bschwaber@affionpublic.com)  
**717-468-6466**

Brittany will focus on the recruiting efforts of your search. As she works through this process, she will adhere to providing a detailed and informative profile of ideal candidates to ensure that the best individual for the position is identified and hired.

Brittany will be responsible for discovering, sourcing and screening candidates that present as qualified contenders for the role. In addition, she will be conducting candidate interviews, coordinating the logistics of interviews, gathering feedback and performing reference checks.

Brittany brings over seven years of experience in recruiting with a dynamic approach to her work. Her career has been diverse in different industries that include biopharmaceuticals, construction, and manufacturing. She has a well-rounded background in the field of Human Resources with an emphasis and passion for talent management strategies, employee retention and engagement initiatives and career development. Brittany is known for her ability and ease in establishing and building relationships with candidates. Her keen eye for detail coupled with her responsiveness makes for a great partnership between clients and candidates. She holds a Bachelor of Science degree in Business Management from Kutztown University and a Professional in Human Resources (PHR) certificate from HRCI.



### Proposed Project Timeline:

Timeframe	Activity
Upon Selection	<ul style="list-style-type: none"><li>• Affion to negotiate and finalize contract</li></ul>
Once contract is finalized	<ul style="list-style-type: none"><li>• Facilitate a meeting to discuss timelines, recruitment process and plan for completing the Position and Candidate Profiles</li><li>• Affion to meet with identified stakeholders to begin the due diligence process</li><li>• Conduct Public Forums if needed</li><li>• Simultaneous industry research taking place</li></ul>
Within 10 days after the contract is finalized	<ul style="list-style-type: none"><li>• Affion presents draft of Profile</li></ul>
Upon approval of profile/brochure	<ul style="list-style-type: none"><li>• Search Firm conducts recruitment to include:<ul style="list-style-type: none"><li>◦ Referrals, LinkedIn, Sourcing, etc.</li><li>◦ Post the job on websites</li></ul></li></ul>
Ongoing	<ul style="list-style-type: none"><li>• Progress Report—check for quality and diversity of applicants. Determine need to target any specific group or area.</li><li>• Review and qualify all potential candidates</li></ul>
30 days after posting	<ul style="list-style-type: none"><li>• Deadline to receive resumes</li></ul>
45 days after resume deadline	<ul style="list-style-type: none"><li>• Binder Presentation of 6-8 candidates to the Selection Panel</li><li>• Affion will facilitate a review of the final candidates</li></ul>
2 weeks after binder presentation	<ul style="list-style-type: none"><li>• Conduct first round of candidate interviews with the Search Committee and key stakeholders</li><li>• Finalize decision on the candidate of choice and negotiate employment agreement with the candidate</li></ul>
2 weeks after final interviews	<ul style="list-style-type: none"><li>• Successful Candidate accepts offer of employment</li></ul>



## Cost

### **Full Executive Search:**

Affion executive searches are full-service searches conducted by senior executives within our firm. The fee we have outlined herein is all inclusive of all phases of the search including stakeholder meetings, profile development, job postings, sourcing, recruitment, interviewing, reference checking, background checks, media checks, and candidate offer negotiation.

### **Fee for the Director of Planning position: \$25,000 (all inclusive)**

Additional expenses, which are not included in the overall fee but are expected to be reimbursed by Delaware County, PA include all candidate travel expenses for the purpose of interviews with Delaware County, PA. This will vary depending on the location of the finalist selected.

While invoice procedures can be adjusted, our typical billing practice is to spread the fee payment over three equal installments. (One-third to be billed when the contract is signed, one-third to be billed upon presentation of the Final Candidates, and the last one-third to be billed upon the hiring of the desired Candidate.) Adjustments to our payment and billing processes are negotiable in order to best accommodate our clients' needs.

### **Guarantee:**

As with all of our executive searches, we are prepared to offer our standard professional service guarantee. If the hired candidate is asked to leave for reasons of non-performance or leaves of his/her own volition in the first 24 months of employment, we will re-launch a search for a new candidate, under the original position specifications. In such a case, we will do so for no additional professional fee, though charging expenses that may incur to include all Affion travel, hotel, and re-posting of job advertisements. It is our commitment to partner with you from the initial signing of the contract until the candidate accepts and offer and begins employment.



## Reference List

### City of Austin, TX

#### **Sonya Alexander-Harry**

HR Consultant

301 W. Second St. Austin, TX 78701

512-974-3228

[Sonya.Alexander-Harry@ci.austin.tx.us](mailto:Sonya.Alexander-Harry@ci.austin.tx.us)

*Affion has completed several searches with the City of Austin. We placed the City Manager (2008), CIO, Fire Chief, Director of Solid Waste Service, Chief Sustainability Officer, Director of Code Compliance, Chief Financial Officer; Assistant Director, Engineering Services, Assistant Director, Pipeline and Operational Maintenance, and the Water Resource Planning & Analysis positions within the Austin Water Utility, an Assistant City Manager, a Purchasing Officer, and the Deputy Director, Economic Development, a Redevelopment Division Manager, and a Chief Technology Officer search with Austin Energy. We completed their Fire Chief search (2018), Director of Economic Development search (2018), their Director of Development Services (2019) and Homeless Strategy Officer (2019) Chief Information Security Officer search (2019), their Assistant Director of Economic Development (2020), the Director of Austin Code position, their Homeless Strategy Officer (2020), and their Assistant Director, Housing and Planning search (2021). We just finished working with them on their Chief Resiliency Officer (2021), and EMS Chief searches (2021). Sonya has worked closely with us on several of the searches.*

### City of Boise, ID

#### **Kristine Miller**

Deputy Chief of Staff

150 North Capitol Blvd., Boise, ID 83702

208-761-0514

[kmmiller@cityofboise.org](mailto:kmmiller@cityofboise.org)

*Affion had the recent pleasure of working with the City of Boise on their Planning and Development Services Director position (2021). We worked closely with Kristine throughout the search process.*

### City of San Antonio, TX

#### **Jeff Baldwin**

Executive Recruiter

City of San Antonio

111 Soledad San Antonio, TX 78205

210-207-7939

[Jeffrey.Baldwin@sanantonio.gov](mailto:Jeffrey.Baldwin@sanantonio.gov)

*Affion had the pleasure of working with the City of San Antonio on their City Manager and Assistant City Manager searches in 2006. We recently worked with them on their Director for the Office of Management in Budget (2020), their Communications and Public Engagement Director position and their Government Affairs Director searches (2021), and we are currently working with them on several searches within their new Transportation department. We have worked closely with Jeff on the most recent searches.*



## Client List

### **Cities:**

#### **Borough of State College, PA**

- Director of Public Works (2016; 2021)

#### **City of Ann Arbor, MI**

- Parks and Recreation Services Manager (2008)
- Parks and Recreation Services Deputy Manager (2008)
- City Administrator (2011)
- Fire Chief (2014)
- Police Chief (2015)
- City Administrator (2016)

#### **City of Arlington, TX**

- City Auditor (2014)
- Director of Community Development and Planning (2015)

#### **City of Asheville, NC**

- Urban Planning and Design Director (2014)
- Police Chief (2015)

#### **City of Austin, TX**

- City Manager (2008)
- Fire Chief (2008)
- Chief Information Officer (2008)
- Director of Solid Waste Services (2009)
- Chief Sustainability Officer (2010)
- Director of Code Compliance (2011)
- Chief Financial Officer (2012)
- Austin Water Utility (AWU) Assistant Director, Engineering Services (2013)
- Austin Water Utility (AWU) Assistant Director, Pipeline Operations and Maintenance (2013)
- Assistant City Manager (2013)
- Purchasing Officer (2014)
- Deputy Director, Economic Development (2015)
- Redevelopment Division Manager (2015)
- Assistant Director of Water Res Planning & Analysis (2015)
- Austin Energy – CTO (2016)
- Austin Energy – Chief of Staff (2017)
- Fire Chief (2018)
- Director of Economic Development (2019)
- Director of Development Services (2019)
- Chief Information Security Officer (2020)
- Assistant Director of Economic Development (2020)
- Director of Austin Code (2020)
- Homeless Strategy Officer (2020)
- Assistant Director of Housing and Planning (2021)
- Chief Resiliency Officer (2021)
- Emergency Medical Services Chief (2021)

### **City of Aurora, CO**

- City Manager (2018)
- Court Administrator and Detention Director (2021-present)

### **City of Atlanta, GA**

- Chief Information Officer (2003)

### **City of Bellevue, WA**

- Director of Planning and Community Development (2010)
- Chief Communications Officer (2012)
- Chief Economic Development Officer (2014)
- Chief Communications Officer (2016)
- Director of Planning and Community Development (2016)

### **City of Boise, ID**

- Planning and Development Services Director (2021)

### **City of Boulder, CO**

- Director of Public Works for Utilities (2011)
- Deputy Director of Community Planning and Sustainability (2011)
- Comprehensive Planning Manager (2012)
- Human Resources Director (2013)

### **City of Bozeman, MT**

- Human Resources Director (2021)
- Director of Transportation and Engineering (2021)
- Director of Utilities (2021)
- City Engineer (2022 – present)

### **City of Broken Arrow, OK**

- Fire Chief (2010)
- Police Chief (2011)
- City Manager (2012)
- Assistant City Manager (2013)
- Director of Engineering/Construction (2014)
- Fire Chief (2014)
- City Manager (2015)

### **City of Burbank, CA**

- Director of Finance (2009)
- Director of Parks and Recreation (2007)

### **City of Burleson, TX**

- Chief Technology Officer (2021)

### **City of Chandler, AZ**

- Chief Information Officer (2007)
- Director of Economic Development (2008)
- Director of Planning and Development (2008)
- Municipal Utilities Director (2015)

### **City of Cedar Park, TX**

- Director of Information Services (2018)
- Police Chief (2021)

### **City of College Station, TX**

- Assistant Director of Planning & Development (2008)
- Fire Chief (2016)
- Chief Information Officer (2017)
- Director of Water Services (2018)
- City Manager (2018)
- Director of Planning and Development Services (2018)

### **City of Columbia, MO**

- City Manager (2011)
- CIO (2015)

### **City of Commerce City, CO**

- City Manager (2021)

### **City of Corpus Christi, TX**

- City Manager (2008)

### **City and County of Denver, CO**

- Manager of Community Planning and Development (2012)
- Independent Monitor (2021)

### **City of Dallas, TX**

- Deputy Director CIS (2005)
- Public Information Officer (2005)
- Assistant Director Dallas Water Utilities (2005)
- Assistant Director CIS (2005)
- Director and Chief Information Officer (2005)
- Director of Housing (2014)
- Assistant City Manager (2014)
- Director of the Department of Trinity Watershed Management (2015)
- Fire Chief (2016)
- City Manager (2016)

### **City of Denton, TX**

- Director of Environmental Services and Sustainability (2021)

### **City of Dublin, OH**

- CIO (2015)
- Planning Director (2015)
- City Manager (2022 – present)

### **City of Durango, CO**

- Director of Public Works (2021)

### **City of East Lansing, MI**

- City Manager (2012)

### **City of El Paso, TX**

- City Manager (2014)
- Director of Museums and Cultural Arts (2014)
- Managing Director of Public Works (2015)
- Director of Planning and Inspections (2018)

### **City of Eugene, OR**

- Executive Director of Planning and Development (2010)

### **City of Fort Collins, CO**

- Chief Sustainability Officer (2014)
- Light & Power Operations Manager (2015)
- Chief Human Resources Officer (2016)
- Cultural Services Director (2016)
- Transfort & Parking Services General Manager (2018)
- Director of Cultural Services (2018)
- Director of Planning, Development and Transportation (2019)

### **City of Fort Worth, TX**

- Assistant City Manager (2022 – present)

### **City of Frisco, TX**

- City Manager (2022 - present)

### **City of Galveston, TX**

- City Manager (2011)

### **City of Gardner, KS**

- Business and Economic Development Director (2015)
- Utility Director (2015)

### **City of Georgetown, TX**

- Assistant City Manager (2021)

### **City of Greeley, CO**

- Director of Human Resources (2020; 2022)
- City Clerk (2020; 2022)
- Finance Director (2020)
- Fire Chief (2021)
- Director of Public Works (2021)
- Human Resources Deputy Director (2021)
- Deputy Finance Director (2021)
- Culture, Parks and Recreation Director (2022 – present)

### **City of Hollywood, FL**

- City Manager (2011)

### **City of Huntsville, TX**

- City Manager (2008)

### **City of Irving, TX**

- City Manager (2006)
- Assistant City Manager (2008)
- Internal Auditor (2008)
- Director of Human Resources (2007)
- Assistant Director of Human Resources (2007)
- City Attorney (2007)
- Fire Chief (2006)
- City Secretary (2010)
- Capital Improvement Program Director (2019)

### **City of Kirkwood, MO**

- Chief Administrative Officer (2014)
- Police Chief (2017)

### **City of Leander, TX**

City Manager (2011)

### **City of Los Angeles, CA**

- CIO-Los Angeles World Airport (2007)
- General Manager, ITA (2002)
- Information Systems Manager (2002)
- General Manager Department of Aging (2003)
- Director, Bureau of Sanitation (2004)
- Los Angeles Zoo: General Manager (2003)
- City Engineer (2003)

### **City of Lynwood, CA**

- Assistant City Manager (2007)
- Director of Human Resources (2007)
- Assistant Director of Public Works (2007)
- Deputy Director of Development (2007)

### **City of Marshall, TX**

- City Manager (2014)

### **City of McKinney, TX**

- City Manager (2008)
- Assistant City Manager (2009)
- Director of Finance (2011)
- Director of Water Utilities and Infrastructure (2013)
- Assistant City Manager (2014)
- Director of Public Works (2016)

### **City of Mesa, AZ**

- Deputy City Manager (2007)
- Director of Human Resources (2007)

### **City of Missouri, City, TX**

- Director of Finance (2016)
- Director of Development Services (2016)
- Director of Economic Development (2021)

### **City of Morgantown, WV**

- City Manager (2010)

### **City of North Richland Hills, TX**

- City Manager (2009)
- General Manager: NRH2O, Water Park (2014)

### **City of Phoenix, AZ**

- Human Resources Director (2015, 2017)

### **City of Plano, TX**

- City Manager (2010)
- City Attorney (2013)

### **City of Port Arthur, TX**

- Assistant City Manager (2016)
- Public Works Director (2016)

### **City of Round Rock, TX**

- City Manager (2010)
- Director of Human Resources (2012)
- Police Chief (2013)
- Deputy CFO (2021)

### **City of San Antonio, TX**

- City Manager (2006)
- Assistant City Manager (2006)
- Director for the Office of Management and Budget (2020)
- Transportation Director (2020)
- Government Affairs Director (2021)
- Communication and Public Engagement Director (2021)

### **City of San José, CA**

- Deputy Director of Administration (2006)
- Deputy Director of Integrated Waste Management (2006)

### **City of San Marcos, TX**

- City Manager (2008)
- Human Resources Director (2011)
- Chief Building Official (2011)

### **City of Savannah, GA**

- City Manager (2010)

### **City of Scottsdale, AZ**

- Police Technology Director (2009)

### **City of Shawnee, OK**

- City Manager (2015)

### **City of Springfield, MO**

- City Manager (2008)

### **City of Tacoma, WA**

- Assistant City Manager (2006)
- Director of Finance (2007)
- Director of Information Technology (2008)
- Assistant Director of Finance (2009)

### **City of Tamarac, FL**

- Fire Chief (2009)
- Director of Community Development (2013)
- Assistant City Manager (2017)
- Public Services Director (2022 – present)

### **City of Taylor, TX**

- City Manager (2019)

### **City of Thornton, CO**

- City Manager (2017)

### **Incorporated Village of Garden City, NY**

- Village Administrator (2014)

### **The Township of Derry, Hershey, PA**

- Township Manager (2018)

#### **Counties:**

##### **County of Los Angeles, CA**

- Information Systems Manager (2007)
- CIO-Los Angeles World Airport (2007)

##### **City and County of Denver, CO**

- Independent Monitor (2021)

##### **City and County of Philadelphia, PA**

- Chief Information Officer (2000)
- CIO-Philadelphia Free Library (2001)
- CIO- Philadelphia Police Department (2006)

##### **Delaware County, PA**

- Executive Director (2020)
- Health Department Director (2021)
- Director of Purchasing (2021)
- Diversity, Equity, and Inclusion Officer (2021)
- Prison Warden (2021)

##### **Laramie County, WY**

- Public Works Director (2014)

##### **Milwaukee County, WI**

- Director of Parks, Recreation & Culture (2013)

##### **Washtenaw County, MI**

- Community Development Director (2007)

#### **States:**

##### **Commonwealth of Pennsylvania-Office of Administration**

- Chief Information Officer (2008)
- Chief Technology Officer (2008)
- Deputy Chief Information Officer (2008)

##### **State of Texas, Austin, TX**

- Director of Benefits - Employee Retirement System of Texas (2006)
- CTO - Employee Retirement System of Texas (2005)
- Chief Information Officer of DIR (2006)

#### **Education:**

##### **Harrisburg University, Harrisburg, PA**

- Director of Learning Assessment (2009)
- E-Business Program Director / Faculty (2008)
- Learning Technologies Program Director / Faculty (2008)
- CIS Program Director / Faculty (2007)
- Biotechnology Professor (2008)
- VP for Development (2005)
- Director of Development (2007)
- Controller (2006)
- Network Administrator (2006)

**Other:**

**Austin Economic Development Council**

- President/CEO (2021)

**Austin Transit Partnership**

- Director of Accounting (2022 - present)

**Central Texas Regional Mobility Authority (CTRMA)**

- Executive Director (2020)

**Clarksville-Montgomery County EDC**

- President/CEO (2021)

**E-470 Public Highway Authority, Aurora, CO**

- Executive Director (2015; 2021)

**Housing Authority of the City of El Paso, TX**

- Chief Operating Officer (2010)

**International City/County Management Association (ICMA)**

- Chief Information Officer (2021)

**Minneapolis Parks and Recreation Board, MN**

- Assistant Superintendent of Planning (2011)
- Assistant Superintendent of Recreation (2012)
- Deputy Superintendent (2012)
- Assistant Superintendent of Environmental Stewardship (2012)
- Director of Park Safety and Security (2013)
- Human Resources Manager (2013)

**Roanoke Redevelopment and Housing Authority**

- Executive Director (2006)

**Round Rock Chamber of Commerce, TX**

- President/Chief Executive Officer (2014)

**San Antonio Water System (SAWS)**

- Chief Information Officer (2016)

**Williamson-Burnet County Opportunities, Inc. (WBCO)**

- Executive Director (2013)

**North Texas Municipal Water District (NTMWD)**

- Water System Manager (2018)



**Thank you for the opportunity to submit this proposal.  
We look forward to assisting you with your  
executive search needs!**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Mom's Acct, Sustainability

**ITEM TYPE:** Miscellaneous

**AGENDA SECTION:** Miscellaneous

**SUBJECT:** Approval of Delaware County's acceptance as Participating Member into the PJM Cities and Communities Coalition and the adoption of the Coalition's guiding charter. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** N/A

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF 0**

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

The PJM Cities and Communities Coalition (PJMCCC) is the first formal coalition of local governments with ambitious clean energy goals organized to drive decarbonization at the wholesale electricity market level. These leading cities and communities are dedicated to pursuing solutions to climate change, reducing carbon emissions and removing barriers to decarbonization in their regional wholesale electricity

market — the PJM Interconnection.

Current member cities include Alexandria, VA; Arlington County, VA; Charlottesville, VA; Chicago, IL; Cincinnati, OH; Columbus, OH; Dayton, OH; Newark, NJ; Philadelphia, PA; Pittsburgh, PA; Richmond, VA; and Washington, DC.

PJMCCC membership is open to any local city and/or community in the PJM territory. PJMCCC is a standalone organization comprised of member cities, and WRI supports the group's organizational management.

## Opportunity

PJM Interconnection is the wholesale market operator for much of the mid-Atlantic region and parts of the Midwest, which includes numerous cities and communities with ambitious climate action goals. In 2019, PJM's electricity generation consisted mostly of non-renewable energy resources, including 23.8% coal, 33.6% nuclear and 36.2% natural gas. Renewable energy sources represent an insignificant portion of PJM's electricity generation portfolio at around 3%. PJM operations and market rules are creating a capacity glut of fossil fuels that may lock out development of low-carbon resources and increase consumer costs. While these trends directly threaten clean energy goals set by cities and communities, their representation and voices have been largely absent from wholesale market level dialogues.

Cities and communities play a unique role in their market regions because they are both large consumers of energy and represent the interests of their residents. Across the United States, cities are emerging as clean energy leaders and have procured over eight gigawatts of renewable energy over the last five years. This leadership is catalyzing action across smaller communities and other public institutions. Cities and communities are also well-positioned to incorporate important goals (such as equity goals) into clean energy solutions, advocate on behalf of the consumers in their territory and work holistically on concurrent decarbonization strategies, such as large-scale renewable energy procurement, electrification and efficiency measures.

## **Mission and Value to Members**

The PJM Cities and Communities Coalition launched in 2018 to coordinate the efforts of local governments in the PJM territory that are interested in removing and preventing barriers to decarbonization solutions in their regional wholesale electricity market.

PJMCCC supports cities in their clean energy efforts by:

- Supporting and preserving policies that open markets to zero-emission energy sources and storage.
- Ensuring organizational and governance reforms so that cities and other end users can equitably weigh in on key decisions that affect their constituencies.
- Focusing on maintaining access, transparency and accountability in PJM governance and operations.
- Enhancing climate resilience and furthering an equitable energy system in local communities.

- Aligning PJM's long-term planning to be consistent with global climate science, consumer demand for clean energy and city climate goals.
- 

PJMCCC recognizes that significant barriers have historically limited the ability of cities and communities to engage in the wholesale market, including the high level of market expertise required to participate, inadequate educational resources and limited staff capacity.

**To overcome these issues, PJMCCC offers members:**

- Education and capacity-building opportunities in monthly calls featuring subject matter experts and a bi-monthly policy committee call.
- Partnerships with and contacts at similarly-aligned organizations.
- Collective work to formulate solutions and drive decarbonization within the PJM region.

**ATTACHMENTS:**

[pjmccc-charter-agreement-2021.pdf](#)

[PJMCCC Membership Acceptance.docx](#)



## The PJM Cities and Communities Coalition (PJMCCC) Charter

<b>Project</b>	<i>The PJM Cities and Communities Coalition (PJMCCC)</i>
<b>Draft and Update</b>	<i>March 27, 2020, updated October 1, 2020, updated April 13, 2021</i>
<b>Timeline</b>	<i>Ongoing until members decide otherwise</i>

<b>Mission Statement</b>	<p>The PJM Cities and Communities Coalition (PJMCCC) coordinates the efforts of cities and communities in the PJM territory that are interested in removing and preventing barriers to decarbonization in their regional wholesale electricity market. PJMCCC provides a platform for members to educate and build capacity on these issues, form partnerships to collaborate with similarly aligned organizations, and create opportunities for members to work collectively to drive decarbonization within the PJM region.</p> <p>Cities and communities have an additional unique lever as both large electricity users and public sector entities. Mayors and other city leadership can use their platforms to elevate PJM issues and bring more attention to the climate impacts of decision-making.</p>
<b>Scope</b>	<p>PJMCCC is focused on driving decarbonization at the wholesale market level which may require engagement with PJM, the Federal Energy Regulatory Commission (FERC), utilities, and other stakeholders.</p> <p><b>PJM Policy and Regulation</b>  PJMCCC specifically supports PJM action that:</p> <ul style="list-style-type: none"> <li>• Preserves policies that open markets to low-carbon energy resources and solutions;</li> <li>• Ensures organizational and governance reforms so that cities and other end users can equitably weigh in on key decisions affecting their constituencies;</li> <li>• Enhances climate resilience and furthers an equitable energy system in our communities</li> <li>• Focuses on maintaining access, transparency, and accountability in PJM governance and operations</li> </ul> <p><b>Aligning Goals and Planning Regionally</b>  PJMCCC members are dedicated to pursuing solutions to climate change, reducing carbon emissions, and removing barriers to decarbonization in their regional wholesale electricity markets. Many members in PJM have set individual climate goals and are taking steps to reduce local greenhouse gas (GHG) emissions. PJMCCC builds on this city and community level leadership. Members of PJMCCC will support efforts to align decarbonization goals with the various levels of planning within the PJM region, including actions at the Regional Transmission Organization (RTO), state, and utility level.</p>

	<p><b>Low Carbon Solutions</b></p> <p>PJMCCC will support decarbonization solutions which may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>● Renewable Energy;</li> <li>● Demand Side Management;</li> <li>● Energy Efficiency;</li> <li>● Energy Storage Applications;</li> <li>● Beneficial Electrification such as Electric Vehicles; and</li> <li>● Carbon Pricing</li> </ul>
<b>Membership</b>	<p>PJMCCC was launched as a coalition of cities, but has grown to include communities. Membership is inclusive of any local government or community within the PJM territory who can commit to the participation level defined within the three membership tiers. The term "city" is used across our materials to refer to the broader set of local government affiliates including counties, towns and other municipalities, local government authorities and agencies, or regional or community planning entities. City and community representatives participating as Coalition members will be the staff charged with implementing clean energy goals set by the local government, although representatives may choose to include other city or community staff members as appropriate.</p> <p>Coalition membership is defined by three tiers that allow cities and communities to commit to a level of participation that meets their needs.</p> <ul style="list-style-type: none"> <li>● <b>Dual Member Cities/Communities Tier:</b> These cities/communities have opted to become members of PJM itself as well as members of the PJM CCC. Their membership at PJM allows them to vote within PJM's governance structure and influence policy. These members are responsible for the costs and responsibilities related to their PJM Membership Standing, including finding support from subject matter experts if needed and will collaborate with the other members in their tier. Dual Member Cities/Communities are not required to coordinate their votes or seek approval from the broader Coalition on their voting. Dual Member Cities/Communities are expected to share information on their voting and leverage their awareness on PJM issues with the broader Coalition membership. Dual Member Cities/Communities are required to follow the Communication Guidelines when discussing their voting positions publicly. Should their membership within PJM lapse, these members may stay within the Dual Member Tier for up to a year.</li> <li>● <b>Participating Cities/Communities Tier:</b> These cities/communities are not currently members of PJM itself, but commit to serving as full, active members of PJMCCC itself. This role entails an active role in decision making, participation in standing committees or working groups when possible, ability to sign on to public statements or other actions, and access to educational materials developed for PJMCCC membership.</li> <li>● <b>Observing Cities/Communities Tier:</b> These cities/communities have opted to play a less active role in developing or executing the agenda of Coalition. These cities/communities are participating as observers in order to build their own capacity to engage at the wholesale level. They are welcome to join quarterly Coalition calls, join any public action PJMCCC takes on, and have access to education materials developed for PJMCCC membership.</li> </ul> <p>New members may express interest in joining PJMCCC by submitting a Member Application. Applications will be shared with all existing Coalition members for review and</p>

	<p>approved by the Steering Committee. New members welcomed to join after application review may do so by adopting the charter. New members will adopt the charter by submitting a letter stating their city's/community's intention to participate within one of the tiers and referencing the charter through an attachment to the letter. Existing members may use the same application and process for moving across tiers.</p> <p>Members may leave PJMCCC at any time. Notice to other members should be provided as soon as a member has decided to leave PJMCCC.</p>
<b>Funding and Budget</b>	<p>PJMCCC has been launched under a foundation-funded or fiscal sponsor format to be revisited within two years of the charter's adoption. This initial structure will provide PJMCCC time to establish presence and capacity. As PJMCCC matures and funding is revisited, PJMCCC may elect to establish membership dues scaled to match participation level and/or city/community size or another funding format. This decision will be made formally through voting or consensus at an in-person meeting.</p> <p>Under the launch format of PJMCCC, the Steering Committee will manage the budget and make financial information available to members. At the next revision to the charter and/or shift to membership dues, the Steering Committee will establish a more formal reporting mechanism for the budget. The Steering Committee will also prepare an assessment of staff needed to provide administrative support. The Steering Committee will manage the hiring of new staff or support from consultants.</p> <p>The revision of the funding format will trigger a larger review of the charter, including structure and governance. The structure will be reviewed to ensure the membership tiers are appropriate for the needs of the cities/communities. In addition, the formation of the Steering Committee will be reviewed to ensure it accurately represents PJMCCC as a whole. This review will be led by the Steering Committee, reviewed at the annual summit, and adopted by consensus.</p>
<b>Governance and Decision Making</b>	<p><b>Steering Committee:</b></p> <ul style="list-style-type: none"> <li>● <b>Responsibilities:</b> PJMCCC has adopted a Steering Committee to manage fundraising, set the agenda and propose priority projects at the in-person annual meeting, consider requests for Opportunity Projects, manage relationships with partners, and provide administrative support (scheduling calls, planning meetings, etc.) when budget does not allow for staff.</li> <li>● <b>Composition:</b> The Steering Committee will launch with a target of a five-person committee. As the coalition grows, there will be a preference for having SC members from multiple tiers if possible. Ideally, there would be a minimum of one SC member from the Dual Tier, two SC members from the Participating Tier, and two SC members from the Observing Tier. At launch, any city/community can nominate themselves or other cities/communities for the Steering Committee and representatives will be selected through formal voting at the annual summit. In future review of the charter, PJMCCC will assess whether staggered terms, limits on representatives per state, or other improvements are needed to ensure the Steering Committee is functioning well.</li> <li>● <b>Representation:</b> Steering Committee representation is defined by tier and voted on by tier. Steering Committee members are expected to represent the needs of their entire tier and not the positions and needs of their own city/community alone.</li> </ul>

	<p><b>Additional Committees:</b></p> <ul style="list-style-type: none"> <li>● <b>Standing Committees:</b> PJMCCC may make use of additional Standing Committees (such as an Education or Policy Committee) and will establish these at the annual summit. Members nominated to join a standing committee will be given the opportunity to withdraw themselves from consideration. Policy committee members will not be limited. While members may “opt-in” or “opt-out,” new additions to the Policy Committee will be identified at the annual summit. If there is more than one representative for a city, the city shall internally decide how it plans to actively participate in the committees it has been elected to join. Members who cannot attend the annual summit to vote, will be asked to nominate and submit their votes in advance.</li> <li>● <b>Working Groups:</b> Working groups may be established to take on Priority Projects or Opportunity Projects through-out the year and will coordinate with the Steering Committee. PJMCCC will also employ an “opt-in” and “opt-out” model for work groups. Decision-making norms within these groups will be determined by participating members.</li> </ul> <p><b>Decision-Making:</b> PJMCCC will make use of a mix of in-person consensus, formal voting, and Steering Committee direction depending on the level of decision-making needed.</p> <ul style="list-style-type: none"> <li>● <b>In-Person or Virtual Consensus:</b> Changes to the charter language, selection of Steering Committee members, establishment of Standing Committees, and other changes that significantly impact the way in which PJMCCC will operate over the long-term will be decided at the annual in-person meeting when possible. Members who cannot attend the in-person meeting will be encouraged to provide comment in advance or attend via video conferencing.</li> <li>● <b>Electronic Voting:</b> Near-term decisions including public comment that invokes PJMCCC name on behalf of all members, determination of policy positions, release of public materials under PJMCCC name, and concerns of the working groups or standing committees that may impact all members can be decided upon using electronic voting, communicated by email. Failure to submit a vote will count as a “stand-aside” position. A tie vote will count as ‘non-passage’ of the vote. A minimum of 48 hours’ notice will be given for Coalition members to submit their votes. Coalition member communities can submit only one vote per locality.</li> <li>● <b>Steering Committee Direction:</b> The Steering Committee may make decisions related to budget, agendas, the annual summit, review of coalition comments, and partnerships as needed. However, they are expected to make use of in-person consensus or voting, as appropriate, if a decision will significantly impact members or deviates from the mission or scope of PJMCCC.</li> <li>● <b>Other:</b> PJMCCC will also consider the use of member surveys as a mechanism for collecting broad input if membership exceeds 20 cities/communities.</li> </ul>
<b>Priority Projects and Opportunity Projects</b>	Priority Projects for the year are selected annually at the in-person convening. The Steering Committee is tasked with providing candidate Priority Projects for discussion ahead of the in-person meeting. The cities/communities will collectively discuss and select 1-3 priority areas for the year, using consensus voting, and develop a workplan. These Priority Projects may be supported by a working group or standing committee composed of members from the Dual Member or Participating tiers. These areas may be re-selected at the next annual summit and will expire after one calendar year if not re-selected.

	<p>During the year, new opportunities may arise that are worthy of consideration. Members may propose Opportunity Projects to the Steering Committee. The Steering Committee will ensure these projects have sufficient support from members, are within scope, and do not divert an excessive amount of resources away from Priority Projects.</p>
<b>Other Stakeholders and Partners</b>	<p>PJMCCC will consider how and when to include and leverage partners and other stakeholders. PJMCCC may consider associations, nonprofits, states, public institutions, community groups, and other large customers as potential partners. PJMCCC views partnership as a strategy to leverage education and capacity across a wider group of stakeholders as well as ensure similarly aligned organizations support each other and avoid duplicating effort.</p>
<b>Communication and Meetings</b>	<p>The annual summit will serve as the primary opportunity for PJMCCC to make significant decisions regarding the charter, funding, working groups, and annual agenda using in-person consensus. In between annual meetings, electronic voting can be utilized.</p> <p>The Steering Committee members will share responsibility for the tasks below and may be supported by staff when funding allows.</p> <ul style="list-style-type: none"> <li>● Coordinate all-member calls, secure conference line, and send call invites</li> <li>● Take meeting minutes and post on Coalition's shared file drive</li> <li>● Serve as the designated point of contact for members</li> </ul> <p>Each Working Group or Standing Committee will determine how responsibility will be shared for the communication items listed below in addition to any other items it deems necessary.</p> <ul style="list-style-type: none"> <li>● Secure conference line and send call invites</li> <li>● Take meeting minutes and post on Coalition's shared file drive</li> <li>● Serve as the designated point of contact</li> </ul>
<b>Communication Guidelines</b>	<p>The ability to act collectively to influence PJM-level policies and drive decarbonization is a key benefit of PJMCCC to its members. Recognizing diverse membership across multiple states and finding ways to navigate policy positions or stances that may differ is key. These guidelines apply to public comment on PJM issues or comment that includes the name "PJM Cities and Communities Coalition."</p> <ul style="list-style-type: none"> <li>● <b>Coalition-Wide Comment:</b> Public materials describing PJMCCC, its positions, or providing education will use the name "PJM Cities and Communities Coalition" broadly and refer to all members. These materials must be approved through a majority by electronic vote. Language may look like: "The PJM Cities and Communities Coalition supports FERC policies that..."</li> <li>● <b>Sub-Coalition Comment:</b> A group of members may choose to comment on a policy or action under their own names, identifying themselves as members of the PJM Cities and Communities Coalition. They are required to obtain Steering Committee review. Language may look like: "City A and Community B, both members of the PJM Cities and Communities Coalition, support the new policy..."</li> <li>● <b>Dissenting Positions:</b> A member may comment publicly in a way that differs from other members so long as it does not associate that opinion with PJMCCC. Language may look like: "City A does not support the new policy, this position is its own and not representative of the PJM Cities and Communities Coalition" or simply not mention PJMCCC at all.</li> </ul>



**COUNTY OF DELAWARE  
GOVERNMENT CENTER BUILDING  
201 W. FRONT STREET  
MEDIA, PENNSYLVANIA 19063**

COUNCIL

AREA CODE (610) 891-4453  
FAX NUMBER (610) 891-0647

**Dr. Monica Taylor**  
Chair

**Francine Locke**  
Chief Sustainability Officer

**Elaine Paul Schaefer**  
Vice Chair

**Kevin M. Madden**  
Richard Womack  
Christine Reuther

April 14, 2022,

Dear PJM Cities and Communities Coalition Steering Committee:

Delaware County, Pennsylvania, officially accepts membership into the PJM Cities and Communities Coalition (PJMCCC) and adopts the Coalition's guiding charter. Members of the PJMCCC are dedicated to pursuing solutions to climate change, reducing carbon emissions, and removing barriers to decarbonization solutions in their regional wholesale electricity market. Delaware County understands the value of local government collaboration to achieve these goals and affirms that they align with our own climate and energy goals to cut greenhouse gas emissions.

The current Coalition charter at the time of our adoption is attached for reference, although we understand that moving forward with membership we may agree on updates to this charter. The County was accepted as a Participating member and agrees to participate at that level, based on the guidelines outlined in the charter. We also agree to adhere to the guidelines provided on how and when to invoke the name of the Coalition when participating in public comment. While we understand the charter is not a legally binding document, we do recognize it as an organizing tool for setting expectations and ensuring governments work together in good faith.

By joining as a Participating member, our County staff support our membership role and is committing to have active participation in Coalition activity through conference calls, in-person meetings, work groups, and/or work directly furthering the goals of the Network as much as possible. We will also contribute to the Coalition's information sharing and respond to the Coalition's requests for electronic voting.

Sincerely,



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Mom's Acct, Sustainability

**ITEM TYPE:** Grant

**AGENDA SECTION:** Miscellaneous

**SUBJECT:** Approval to accept Alternative Fuel Incentive Grant (AFIG) in the amount of \$300,000.00 from the PA Department of Environmental Protection to purchase 69 Model Year 2022 Chevy Bolts. This grant supports Delaware County's Fleet Electrification Project for Vehicles. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** N/A

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** 0

**REQUEST:**

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:** Approval to Accept Grant

**ADDITIONAL COMMENTS:** The Delaware County Fleet Electrification Project - Vehicles funding will help offset the cost of purchasing 69 Model Year 2022 Chevy Bolts. Previously, we purchased 15 Bolts. That successful pilot project has paved the way to begin conversion to electric, for the remaining nearly 300 vehicles, County-wide.

The 2022 Chevy Bolt is a 200 hp 150kW Battery Electric

Vehicle (BEV) with 266 lb-ft of torque and an EPA-estimated range of 259 miles. The battery is a 66kWh lithium-ion type with a 120-volt portable charge cord included. This vehicle comes with a standard 3 year/36,000 mile full warranty and a 5 year/60,000 mile powertrain warranty. Our vehicles will be serviced by our supplier, Whitmoyer Auto Group, located at 1001 E Main St. Mount Joy PA 17552. The total difference in price per vehicle is \$10,200.00. That totals \$703,800 in incremental cost over the 69 vehicles. This grant will pay for \$4,347 per vehicle of \$300,000 to help establish an EV fleet. This project is a steppingstone to help electrify the County's fleet in our newly created Department of Health. Prior to 2021 the Department of Health did not exist, with current pandemic and other health related events occurring, Delaware County has created this new department. Paramount to the formation of the Department would be to demonstrate zero tailpipe emissions and Green House Gas emissions in the 29 Electric Vehicles (EV). The impact on the number of impressions seen throughout daily use of vehicles will be beneficial to adoption of EV's throughout Delaware County.

We have also received AFIG funding to purchase of Electric Vehicle Supply Equipment (EVSE's). These charging units will be strategically placed throughout the county. We have chosen an additional 21 locations for charging sites, which will help with our fleet conversion.

The replacement of these vehicles will result in a petroleum reduction of 33,253 gallons per year and reduce GHG emissions by 178 tons per year in our non-attainment area.

**ATTACHMENTS:**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Mom's Acct, Sustainability

**ITEM TYPE:** Grant

**AGENDA SECTION:** Miscellaneous

**SUBJECT:** Approval to accept Alternative Fuel Incentive Grant (AFIG) in the amount of \$300,000.00 from the PA DEP to purchase twenty-two electric vehicle charging units. This grant supports Delaware County's Fleet Electrification Project for Infrastructure. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** TBD

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** N/A

**REQUEST:**

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:** Approval to Accept Grant

**ADDITIONAL COMMENTS:** This grant will support Delaware County's Fleet Electrification Project for Infrastructure. The funding will be used to purchase and install 22 Blink Fast IQ 200 dual cord Level 2 charging units at twenty-one separate locations within the county.

This project directly correlates with the AFIG award for electric vehicles named, The Delaware County Fleet Electrification Project- Vehicles. We are anticipating the purchase of 69 Chevy Bolts, which will need to be charged to run daily work

schedules of County employees. These chargers will be dispersed throughout the County. Two charging cords will be available at each of the 22 locations, with one location donning 2 EVSE's and 4 charging cords. These charging units will have enough capacity to charge the 15 EV's we already have and the 69 EVs we intend on ordering. This project will help our County to continue to convert our fleet from running on petroleum, to a fully electrified fleet. Delaware County will save over \$35,000 per year on fueling. With no other incentives or gasoline prices going higher, this project will see a ROI in 12 years. The county plans to purchase additional fleet electric vehicles, this will help lower the cost per unit as more vehicles get converted to EV's. This project is poised to displace 33,253 gallons of gasoline a year and reduce GHG emissions by 178 tons per year.

**ATTACHMENTS:**

[202112161269\\_Delaware County\\_Award Letter.pdf](#)



March 30, 2022

Francine Locke  
Delaware County  
201 W. Front St.  
Media, PA 19163

Re: ID: 202112161269  
Project Title: Delaware County Fleet Electrification Project- Infrastructure.

Dear Ms. Locke:

The Energy Programs Office at the Pennsylvania Department of Environmental Protection (DEP) has completed its evaluation of the applications submitted for the Alternative Fuels Incentive Grant (AFIG) Program and I am pleased to inform that you that Delaware County Fleet Electrification Project- Infrastructure has been selected to receive a grant in the amount of **\$300,000.00**.

Together we look forward to being partners in not only advancing alternative fuel projects in the Commonwealth but improving environmental quality as well.

If you are a first-time partner with the Commonwealth, please register through the Payable Service Center Vendor Data Management Unit. You can access the Vendor Data Management Unit at [www.vendorregistration.pa.gov](http://www.vendorregistration.pa.gov). Vendors without access or vendors with questions about registering should contact the Payable Services Call Center by e-mail at [ra-psc\\_supplier\\_requests@pa.gov](mailto:ra-psc_supplier_requests@pa.gov) or by telephone at 717.346.2676 (Harrisburg area) or 877.435.7363 (toll free).

Otherwise, you will soon be contacted by the DEP Grants Center via email. You will also be assigned a DEP-AFIG Project Advisor to help you through the grant agreement process. Your project advisor, Heather Cowley, will be in contact shortly, though in the interim please feel free to contact the DEP Grants Center by e-mail at [RA-EPAFIGINFO@pa.gov](mailto:RA-EPAFIGINFO@pa.gov) or at 717.705.5400. Congratulations on your grant award, we look forward to this new partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick McDonnell".

Patrick McDonnell  
Secretary

Secretary

Rachel Carson State Office Building | P.O. Box 2063 | Harrisburg, PA 17105 | 717.787.2814 | [www.dep.pa.gov](http://www.dep.pa.gov)



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** April 19, 2022

**SUBMITTED BY:** Sharon Scattolino, Treasurer

**ITEM TYPE:** Miscellaneous

**AGENDA SECTION:** Tax Collection Refund(s)

**SUBJECT:** Approval of Central Tax Collection Department's request for refunds for the years 2020, 2021 and 2022 County Real Estate Taxes for twenty- seven (27) property owners due to overpayment for the amount of taxes due.

**EXPENSE BUDGET LINE ITEM** N/A

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** N/A

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**