



1500 Walnut Street, Suite 1600, Philadelphia, PA 19102  
Telephone 215-561-9160 [www.picapa.org](http://www.picapa.org)

June 22, 2016

Charles Swanson  
P.O. Box 26057  
Philadelphia, PA 19128

Re: Five Year Plan 2017-2021 Revenue Analysis

Dear Mr. Swanson:

This letter shall set forth the terms upon which the Pennsylvania Intergovernmental Cooperation Authority (the "Authority") will engage Mr. Charles Swanson ("Swanson") to provide an analysis of the City of Philadelphia's revenue projections for the FY 2017-21 Five Year Plan (the "Plan"), as described in Exhibit A (the "Services"), for the Authority. This letter, including all appendices hereto, shall hereinafter be referred to as the "Agreement". This Agreement constitutes the complete and entire understanding between the Authority and Swanson with respect to the Services and supersedes all prior or contemporaneous promises, representations and warranties, oral or written. Any amendment or modification of this Agreement must be approved in writing by both the Authority and Swanson

Intending to be legally bound hereby, the Authority and Swanson hereby agree as follows:

1. Services: Swanson shall perform the Services. The Services shall be completed within a timeframe that enables the Authority to comply with its statutory requirement to review the Plan.

Swanson agrees to provide the Authority the Services described in Exhibit A (Exhibit A contains Swanson's proposal submitted to the Authority on June 10, 2016).

2. Initial Term: The term of this Agreement (the "Term") shall be from the date of this Agreement through the end of the Plan process.

3. Additional Terms: The Authority, at its sole option, can amend this Agreement to add, on an annual basis, up to two (2) successive one year terms beginning on January 1 and ending on December 31 ("Additional Terms"). The same terms and conditions applicable in the "Initial Term", other than the cost of services, shall be applicable to the "Additional Terms". The Authority shall give Swanson no less than thirty (30) days' written notice of its intent to amend this Agreement to add an Additional Term prior to the beginning of each Additional Term. There shall be no liability or penalty to the Authority for electing not to amend the term of the Agreement to add Additional Terms. Each Additional Term of this Agreement shall be deemed to constitute a separate Agreement, whose term shall not exceed one (1) year.

4. Compensation: Swanson's fee for performing the services shall be compensated at a rate of one hundred and ten dollars (\$110) per hour, with the total not to exceed eight thousand dollars (\$8,000), exclusive of all travel costs and other out-of-pocket expenses. Swanson shall submit an invoice in reasonable detail to the Authority showing the amount of time spent and services performed. Upon completion of Services, payment of the invoice submitted to the Authority in proper form shall be made by the Authority within 30 days after receipt by the Authority of such invoice.
- If Swanson invoices remain unpaid, or if the Authority communicates a refusal to pay the invoices, Swanson reserves the right to stop work on Services covered by the Agreement.
5. Consultation: Swanson agrees to consult with and keep the Authority fully informed as to the progress of the Services and all other matters covered by this Agreement. Swanson will prepare a separate specific request for necessary information to complete the Services including: documents, employee data and asset information. The Authority agrees to use its best efforts to provide Swanson with timely data, feedback and decisions to meet all objectives of the Agreement. Swanson will not be held responsible for delays in performance when the delay is due to a failure to provide information in a timely manner.
6. Confidentiality: Swanson will preserve the confidentiality of any information received from the Authority in accordance with all legal and professional requirements and as otherwise provided in this Agreement. The Authority will honor all of Swanson's copyrights, patents and trademarks relating to Swanson's Services, if and to the extent expressly disclosed to the Authority. Swanson's copyrights, patents and trademarks include any software systems, actuarial methodologies, or other technical systems. The Authority does not have any right, title or interest in any hardware, software, benefit payment or benefit administration systems owned and copyrighted by Swanson.
7. Subcontracting: Swanson may not assign, delegate, transfer or subcontract all or any part of its rights or responsibilities under this Agreement without the prior express written consent of the Authority. Any assignee or subcontractor expressly approved by the Authority is herein referred to as a "Subcontractor".
8. Ownership of Information: All documents, data, reports, records and other information (collectively, the "Information") acquired or produced by Swanson in carrying out and performing the Services, whether such information is in preliminary or final form, are and shall remain the sole property of the Authority. The Authority shall have the right to use all such Information without restriction or limitation and without any additional compensation to Swanson and Swanson shall have no right or interest therein. No Information shall be disclosed or furnished by Swanson or any Subcontractors to, or discussed by, Swanson or any Subcontractors with any person, firm or entity other than the officers and employees of the Swanson and the Subcontractors (but only in the ordinary course of business in providing the Services) or the Authority without the express prior written consent of the Authority and shall be kept strictly confidential. There are no intended third-party beneficiaries to this Agreement. Swanson's obligations are solely to the Authority.
9. Conflict of Interest: Swanson covenants that neither he nor any Subcontractors has or will have any undisclosed public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest, which does or may conflict in any manner with the performance of the Services under this Agreement. Any such conflicts shall be promptly disclosed to the Authority. Swanson further covenants that, in the performance of this Agreement, no person having such interest shall be employed by or associated with the Swanson.

10. Independent Contractor: In performing the Services required by this Agreement, Swanson will act as an independent contractor and not as an employee or agent of the Authority. This Agreement is not intended to be, nor shall it be construed as, a joint venture, association, partnership, franchise or other form of business organization. The Authority shall have no liability for any actions of Swanson or any Subcontractors under this Agreement.
11. Termination: Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at any time, with or without cause, at the convenience of the Authority upon not less than seven (7) days' prior written notice by the Authority to Swanson. If the Authority elects to terminate this Agreement as a result of the Swanson's non-performance or unsatisfactory performance, or as a result of Swanson's breach of this Agreement, no compensation shall be due to Swanson under this Agreement for any further work or for the work not performed or properly determined to be unsatisfactory, and the Authority shall have all rights and remedies available to it under this Agreement and applicable law, including the right to seek damages. The Authority, in addition to any other rights provided in this paragraph, may require Swanson to transfer title and deliver immediately to the Authority, in the manner and to the extent directed by the Authority, any and all partially completed work, including, where applicable, reports, working papers, and other documentation, as Swanson has specifically produced or specifically acquired for the performance of such part of the Agreement as has been terminated.
12. Non-discrimination/Sexual Harassment: Swanson and all Subcontractors shall comply with all applicable provisions of state and federal laws, rules and regulations pertaining to non-discrimination, sexual harassment, and equal employment opportunity, including the provisions of the Non-discrimination/Sexual Harassment Clause, which is attached hereto as Appendix B and incorporated in this Agreement by reference.
13. Integrity Provisions: Swanson and all Subcontractors shall comply with the Subcontractor Integrity Provisions which are attached hereto as Appendix C and incorporated in this Agreement by reference.
14. Responsibility Provisions: Swanson and all Subcontractors shall comply with the Responsibility Provisions which are attached hereto as Appendix D and incorporated in this Agreement by reference.
15. Americans with Disabilities Act: Swanson and all Subcontractors shall comply with the Americans with Disabilities Act in accordance with Appendix E attached hereto and incorporated herein by reference.
16. Audit Provisions: This Agreement is subject to audit by agencies of the Commonwealth of Pennsylvania (the "Commonwealth") and their designated representatives, including audits of actual costs incurred for this Agreement. Swanson agrees to maintain records that will support the prices charged and costs incurred for this Agreement. At the direction of the Authority or the Commonwealth, all of Swanson's books and records related to this Agreement shall be made available for audit at a site designated by the Authority or the Commonwealth.
17. Preservation of Records: Swanson shall preserve books, documents, and records sufficient to justify the charges billed to the Authority for three (3) years after expiration of this Agreement, or until all questioned items are resolved after the Services are furnished under this Agreement, whichever occurs last. Swanson shall give full and free access to all records to the Authority and its authorized representatives.

24. Severability: Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, which shall remain in full force and effect. It

22. Insurance: Swanson shall obtain and maintain such minimum amount as shall be reasonably acceptable to the Authority. The policies for such insurance shall be issued by financially sound insurance companies and shall name the Authority as an additional insured. Swanson shall furnish proof of such insurance to the Authority promptly upon request of the Authority from time to time.

21. Force Majeure: No party to this Agreement shall be in default of this Agreement to the extent that any delay or failure in performance of its obligations results from any cause beyond its reasonable control such as Acts of God, acts of civil or military unrest, national emergencies, embargoes, epidemics, war, riots, insurrections, acts of terrorism, fires, accidents, explosions, earthquakes, floods, unusually severe weather conditions and equipment failures or failure of the mails, transportation or third party communication facilities or power supply, sabotage, labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of either party) or any other similar cause beyond the reasonable control of a party. When a party's delay or nonperformance continues for a period of at least ninety (90) days or such longer period permitted by relevant federal government notices as might relate to the Services, the other party may terminate this Agreement upon ten (10) days prior written notice and the compensation due to Swanson will be adjusted on such equitable basis as the parties may agree. All timetables and schedules, if any, will be extended for the duration of the circumstances beyond the control of the party.

Charles Swanson  
P.O. Box 26057  
Philadelphia, PA 19128

Any written notice to Swanson under this Agreement shall be sufficient if mailed by certified mail or hand delivered to:

Harvey M. Rice, Esquire  
Executive Director  
Pennsylvania Intergovernmental Cooperation Authority  
1500 Walnut Street, Suite 1600  
Philadelphia, PA 19102

20. Notice: Any written notice to the Authority under this Agreement shall be sufficient if promptly mailed by certified mail or hand delivered to:

19. Indemnification and Hold Harmless Clause: Swanson shall indemnify the Authority and hold the Authority harmless from any and all claims, demands, liabilities, costs and actions based upon or arising out of the negligence or willful misconduct of Swanson or any subcontractors or their respective employees and agents under this Agreement and shall, at the request of the Authority, defend any and all actions brought against the Authority based upon any such claims, demands, liabilities, costs and actions.

18. Offset Provisions: Swanson agrees that the Authority may set off the amount of any state tax liability or other debt of Swanson that is owed to the Commonwealth and not being contested on appeal against any payments due Swanson under this Agreement.

[Signature Page Follows]

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25. Applicable Law: This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Swanson consents to the jurisdiction of any court of the Commonwealth and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. Swanson agrees that any such court shall have *in personam* jurisdiction over him, and consents to service of process in any manner authorized by Pennsylvania law.

is further agreed that if any part of the Agreement is determined invalid, either party may open negotiations solely with respect to a substitute for such Article, Section, or portion only.

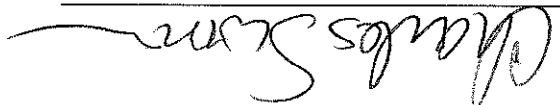
PENNSYLVANIA INTERGOVERNMENTAL  
COOPERATION AUTHORITY

Very truly yours,

If you are in agreement with the foregoing, please countersign this letter in the space provided below.

Accepted and Agreed as of  
the date first above-written:

Charles Swanson



By

Name:

Title:

Date:

CHARLES SWANSON

ASSOCIATE PROFESSOR OF ECONOMICS

JUNE 26, 2016

Date: June 21, 2016

Title: Executive Director

Name: Harvey M. Rice

By

