



## **CONSULTANT AGREEMENT**

**THIS AGREEMENT** is entered into on this 12<sup>th</sup> day of May 2020, by and between Delta Development Group, Inc., a Pennsylvania corporation, located at 2000 Technology Parkway, Mechanicsburg, Pennsylvania 17050-9407, hereinafter referred to as “DELTA,” and Kennett Township, a Pennsylvania governing body, located at 801 Burrows Run Road, Chadds Ford, Pennsylvania 19317 hereinafter referred to as the “CLIENT.”

**WHEREAS**, the CLIENT has a need for a comprehensive public funding strategy and implementation services related to various projects throughout the Township, hereinafter referred to as “Projects”;

**WHEREAS**, such services include the implementation of a funding strategy and direct communication with local and state officials on behalf of the CLIENT to advance the Projects;

**WHEREAS**, DELTA employs personnel with expertise in economic and community development, public funding and project management in Pennsylvania and is duly qualified to be engaged in these activities;

**WHEREAS**, it is deemed to be to the material advantage of DELTA and the CLIENT to agree to the terms and conditions included in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS**. The preceding Recitals are incorporated herein and made a part of this Agreement in their entirety.
2. **SERVICES**. DELTA shall perform the services and duties of an independent consultant to the CLIENT including, but not limited to, the following:
  - a. DELTA will coordinate and facilitate the development of three grant applications:
    - i. PA Sewage Facility Program due May 31, 202 for an Act 537 Plan
    - ii. PennDOT MTF program due 4<sup>th</sup> quarter 2020 for the 5 Points project
  - b. For each grant opportunity DELTA will provide the following services:
    - i. Conduct Kick-Off meeting -- Delta will schedule and coordinate a kick-off meeting for each project with Kennett and selected members of its project team (such as the architect, civil/traffic engineer, and construction management firm). The purpose of the meeting will be to get an update on the project costs and schedule. At this kick-off meeting, we will discuss the

public funding process in Pennsylvania and typical program requirements in detail. In this phase, Delta will collect information (e.g., cost, schedule, project description, and need/justification) from Kennett and/or its consultants that will assist in the preparation of the funding applications and support materials.

- ii. Prepare Public Funding Program Applications -- Delta will develop, prepare, and submit formal applications for targeted funding programs. As part of the application development process, Delta will draft a detailed narrative that will highlight the benefits of the project and will work with the Kennett project team to ensure that the project is positioned properly from a compliance and match standpoint.
  - iii. Prepare Detailed Project Briefing Materials -- Delta will prepare a concise project message statement describing the proposed project that will be utilized during briefings with local, state, and federal officials to generate support. The briefing materials will outline the public benefits of the project and will emphasize components of the project that differentiate it from other competitors' projects.
  - iv. Develop Communications and Outreach Strategy -- Delta will prepare a communications strategy aimed at securing the support of key officials and organizations at the local, state, and federal levels, and will coordinate with you and your project team to facilitate stakeholder meetings.
3. NON-EXCLUSIVITY. The parties acknowledge that DELTA may provide similar services to other clients.
4. COMPENSATION.
- a. The CLIENT will compensate DELTA for the services to be performed under this Agreement as provided for in this Subparagraph (a) and Paragraph 4(d). The monthly retainer portion for services to be performed by DELTA will be billed over a period of six (6) months, beginning upon execution of this Agreement. The monthly retainer fee shall be Five Thousand Dollars (\$5,000.00), plus reasonable and ordinary expenses, as provided for in Paragraph 4(b).
  - b. The CLIENT shall reimburse DELTA for all reasonable and ordinary expenses. Reasonable and ordinary expenses are those related specifically to the services performed and not those incidental to the conduct of general business. Such direct expenses include transportation costs, subsistence connected with authorized travel, reproduction costs, special supplies, and the like.
  - c. The CLIENT will be billed the retainer fee, sales tax, if applicable, plus expenses, on a monthly basis. The first invoice will be mailed upon execution of this Agreement. Subsequent invoices shall be mailed the first day of each month thereafter. DELTA reserves the right to suspend work pursuant to this Agreement should any invoice remain unpaid beyond sixty (60) days after the date of invoice.

- d. The parties hereby acknowledge that DELTA will exercise its best efforts on behalf of the CLIENT, but DELTA does not guarantee results.
5. TERM. This Agreement is effective upon execution and shall remain in effect for six (6) months, subject to the Termination Clause in Paragraph 10, unless extended by both the CLIENT and DELTA.
6. SINGLE CONTACT PERSON. The CLIENT agrees that the sole representative of DELTA for purposes of discussing the fees and expenses charged pursuant to this Agreement shall be Richard J. Rossi, Senior Vice President, located at 2000 Technology Parkway, Mechanicsburg, Pennsylvania 17050-9407, and available at (717) 441-9030.
7. DOCUMENTS. Upon completion of this Agreement, all applications and other documents produced by DELTA in connection with these Projects shall be the sole property of the CLIENT. DELTA shall retain, for not less than one (1) year, all notes, working papers, and other materials as the property of DELTA, with access provided only to the CLIENT and DELTA, unless otherwise provided by this Agreement.
8. COMPLIANCE WITH LAW. Each party agrees to conform to and abide by the laws, rules, regulations, and codes that are binding upon or applicable to it.
9. CONFIDENTIALITY. Unless otherwise instructed by the CLIENT, or otherwise required by the nature of the work performed pursuant to this Agreement, DELTA and its agents, employees, partners, and associates will treat the information received from the CLIENT as confidential information, except that DELTA need not treat any information as confidential if that information is in the public domain, or the information becomes public from any source other than DELTA and its agents, employees, partners, and associates. DELTA may disclose confidential information with the consent of the CLIENT, or as required by law or by order of a court or administrative agency with competent jurisdiction. This paragraph shall survive the Term Clause in Paragraph 5 by one (1) year.
10. TERMINATION.
  - a. The CLIENT or DELTA may terminate this Agreement at any time, with or without cause, with thirty (30) days' prior written notice. Upon giving or receiving notice of termination, DELTA shall cease performing work for the CLIENT and shall minimize ordinary and reasonable expenses incurred on behalf of the CLIENT. The CLIENT shall be responsible for paying all fees and expenses accrued pursuant to this Agreement before giving or receiving notice of termination, as well as during the period of thirty (30) days after notice has been given.
  - b. Should the CLIENT terminate this Agreement by providing written notice, DELTA will provide the CLIENT with any report, plan, or physical result of its contracted work that has been completed at the time the CLIENT elects to terminate the Agreement.

11. REMEDIES.

- a. The remedies stated herein are intended to be cumulative and in addition to any and all other remedies available to the parties at law or in equity.
- b. No provision of this Agreement shall be waived or modified by any failure to insist upon same or in any manner whatsoever, other than by express writing duly signed by both parties hereto.
- c. If any action, at law or in equity, is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party, in addition to any other relief that may be awarded.

12. EMPLOYMENT. During the term of this Agreement, and for a period of one (1) year thereafter, the CLIENT shall not offer employment to or hire any employee of DELTA, nor shall it offer employment to or hire any person who worked for DELTA anytime during the term of this Agreement.

13. GOVERNING LAW. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Venue for any legal actions shall be in the Court of Common Pleas of Cumberland County, Pennsylvania, or the U.S. District Court for the Middle District of Pennsylvania.

14. MERGER OF PRIOR NEGOTIATIONS. This Agreement supersedes any prior written or oral agreements between the parties regarding the subject matter of the Agreement, and contains all covenants and agreements between the parties with respect to that subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or written, have been made by any party, or anyone acting on behalf of any party, other than those embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

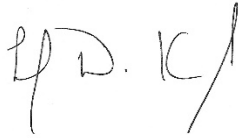
15. AMENDMENTS. This Agreement may be amended or modified only by written agreement signed by all of the parties hereto.

16. ORIGINALS. This Agreement is executed in duplicate. The CLIENT shall receive an original and DELTA shall receive an original.

**IN WITNESS WHEREOF** and intending to be legally bound, the parties hereto have signed this Agreement as of the day first referenced above.

**DELTA DEVELOPMENT GROUP, INC.**

**KENNETT TOWNSHIP**



BY: \_\_\_\_\_  
**LeRoy D. Kline, Jr.**  
**President & CEO**



BY: \_\_\_\_\_  
**Eden R. Ratliff**  
**Township Manager**



BY: \_\_\_\_\_  
**Richard J. Rossi**  
**Senior Vice President**