

# CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9113

DATE 3-4-21

TITLE

**RESOLUTION AUTHORIZING A CONSULTANT  
AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT  
AND DELTA DEVELOPMENT GROUP, INC.**

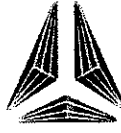
**BE IT HEREBY RESOLVED** by the City Council of the City of Williamsport that the Agreement attached hereto between the City of Williamsport and Delta Development Group, Inc. is hereby approved in an annual amount not to exceed \$84,000 plus reasonable and ordinary expenses, and,

**BE IT FURTHER RESOLVED**, that the Mayor and City Controller are hereby authorized to execute the Agreement.

Approved

*James M. Frank*  
City Clerk

*Randy Allisen*  
President



**DELTA DEVELOPMENT GROUP  
I N C .**

## **CONSULTANT AGREEMENT**

**THIS AGREEMENT** is entered into on this \_\_\_\_ day of February 2021, by and between Delta Development Group, Inc., a Pennsylvania corporation, located at 225 Grandview Avenue, Suite 301, Camp Hill, Pennsylvania 17011, hereinafter referred to as "DELTA," and The City of Williamsport, a municipal entity located at 245 West Fourth Street, 2<sup>nd</sup> Floor/City Clerk's Office, Williamsport, Pennsylvania 17701 hereinafter referred to as the "CLIENT."

**WHEREAS**, the CLIENT has a need for State and Federal Government Relations and Grant Application and Administration services;

**WHEREAS**, DELTA employs personnel with expertise in Government Relations and Grant Application and Administration services and is duly qualified to be engaged in these businesses;

**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. Federal Government Relations
  - b. State Government Relations
  - c. Grant Application and Administration
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). The monthly retainer fee for services to be performed by DELTA will be billed over a period of Twelve (12) months, beginning upon execution of this Agreement. The total monthly expenses and monthly retainer fee shall be Seven Thousand Dollars (\$7,000.00).
- 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 on a monthly basis. The first invoice, which will be mailed on the date of execution of this Agreement, will be in the amount of Seven Thousand Dollars (\$7,000.00). Subsequent invoices shall be mailed the first day of each month thereafter. Any invoices unpaid after thirty (30) days from the date of invoice will be assessed an interest fee of 1.5% per month. 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 Twelve (12) months, subject to the Termination Clause in Paragraph 11, unless extended by both the CLIENT and DELTA.

6. PROJECT AND TEAM SUBCONTRACTORS. DELTA team members will be assigned at the direction of the Project Manager and practice area Senior Vice President, and in consultation with the CLIENT. DELTA may add, delete, and substitute personnel on the project as necessary. DELTA may also enter into a subcontract or subcontracts, subject to the approval of the CLIENT.

7. 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 Teresa K. Sparacino, Vice President, located at 225 Grandview Avenue, Suite 301, Camp Hill, Pennsylvania 17011, and available at (717) 441-9030.
  
8. DOCUMENTS. Upon completion of this Agreement, all applications and other documents produced by DELTA in connection with this project 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.
  
9. 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.
  
10. 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.
  
11. TERMINATION.
  - a. The CLIENT or DELTA may terminate this Agreement at any time 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.

## 12. 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.

13. 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.

14. 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 Lycoming County, Pennsylvania, or the U.S. District Court for the Middle District of Pennsylvania.

15. 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.

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

17. 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.**

**CITY OF WILLIAMSPORT**

By: \_\_\_\_\_  
*Eric R. Clancy*  
Executive Vice President

By: \_\_\_\_\_  
*Derek Slaughter*  
Mayor

By: \_\_\_\_\_  
*Teresa K. Sparacino*  
Vice President

By: *Paullette R. Morcelli*  
*Deputy* ~~*Margaret Woodring*~~  
Controller

Attest: *Janice Frank*  
Janice Frank  
City Clerk