

## **CONSULTATIVE SERVICES AGREEMENT**

This Consultative Services Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, between Lancaster-Lebanon Intermediate Unit 13, a local intermediate unit organized and existing under the Pennsylvania Public School Code of 1949, as amended, with its administrative offices located at 1020 New Holland Avenue, Lancaster, PA 17601 ("Consultant"),

AND

\_\_\_\_\_, a Pennsylvania public school district, with its administrative offices located at \_\_\_\_\_ ("School District").

### **BACKGROUND**

A. Consultant has offered to provide safety and security consulting to public school districts located in and around Lancaster County, PA and Lebanon County, PA.

B. School District desires to contract with Consultant for Consultant to make its services available to School District.

Intending to be legally bound, the parties hereto agree as follows:

### **ARTICLE I. SCOPE OF SERVICES; OWNERSHIP OF DOCUMENTS.**

1.1 Consultant shall provide to the School District the services outlined on Exhibit "A", a copy of which is attached hereto and made a part hereof.

1.2 The reports and other documents prepared by Consultant specifically for the School District shall be the property of the School District. The training information, supporting documents, videos, and related information prepared by Consultant and available to the School District and other entities available through a portal created by Consultant shall be the property of the Consultant.

### **ARTICLE II. COMPENSATION.**

2.1 The cost for services rendered by the Consultant to the School District pursuant to this Agreement will be invoiced and due to the Consultant as follows: One Thousand Dollars (\$1,000.00) per school year or portion of a school year (July 1 through the subsequent June 30), or as adjusted pursuant to this Agreement ("Base Amount").

2.2 Without prior demand, the Base Amount in the initial school year or portion of school year during the term of this Agreement shall be made payable to "Lancaster-Lebanon Intermediate Unit 13" and due to the Consultant within thirty (30) days of the Effective Date (as

defined herein). Without prior demand, the Base Amount in each subsequent school year during the term of this Agreement shall be made payable to "Lancaster-Lebanon Intermediate Unit 13" and due to the Consultant no later than August 1 of that school year.

2.3 The Consultant reserves the right to adjust the Base Amount for the subsequent school year by providing written notice to the School District no later than May 1 of the current school year. Notwithstanding anything contained herein, the parties agree that the Consultant may provide the School District with notice of any adjustment to the Base Amount by sending email to the School District addressed to the email address set forth in Section 11.3 of this Agreement.

2.4 Any past due amounts owed to the Consultant incur a 12% annual interest charge that will be added to the total owed to the Consultant.

### **ARTICLE III. TERM; TERMINATION.**

3.1 The effective date of this Agreement shall be the later of (i) the date this Agreement is executed by the Consultant or (ii) the date this Agreement is executed by the School District as set forth on the signature page of this Agreement ("Effective Date").

3.2 The initial term shall commence as of the Effective Date and terminate on June 30, 2018, provided, however, that this Agreement shall automatically renew for additional one (1) year periods, running from July 1 to June 30 of the applicable school year, unless either party notifies the other in writing thirty (30) days prior to the end of the then-current term of such party's desire that this Agreement not so automatically renew.

3.3 The Consultant may terminate this Agreement for any reason by giving at least thirty (30) days prior written notice to the School District. The parties shall deal with each other in good faith during the period after which any notice of termination has been given. If the Consultant terminates this Agreement pursuant to this Section 3.3, the Consultant shall refund on a pro-rated basis to the School District any unused portion of the Base Amount paid in advance within twenty (20) days after the Consultant's notice of termination.

### **ARTICLE IV. INDEPENDENT CONTRACTOR.**

4.1 It is hereby understood and agreed that Consultant, in performing this Agreement, is acting in the capacity of an independent contractor, and that the Consultant is not an agent, servant, partner, or employee of the School District.

### **ARTICLE V. ASSIGNMENT.**

5.1 This Agreement shall not be assigned by Consultant, without the written consent of the School District; said written consent of the School District may be withheld in the School District's sole discretion.

5.2 This Agreement shall not be assigned by School District, without the written consent of the Consultant; said written consent of the Consultant may be withheld in the Consultant's sole discretion.

#### **ARTICLE VI. GOVERNING LAW.**

6.1 This Agreement shall be construed and interpreted and its validity shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.

#### **ARTICLE VII. PARTIES BOUND.**

7.1 This Agreement shall be binding and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

#### **ARTICLE VIII. CLAIMS SETTLEMENT.**

8.1 All claims, disputes and other matters in question between the School District and Consultant arising out of or relating to this Agreement or a breach thereof shall be litigated in the Court of Common Pleas of Lancaster County. There shall be no entitlement to arbitration pursuant to this Agreement.

#### **ARTICLE IX. LIMITATION OF LIABILITY**

9.1 The aggregate liability of any claim arising out of or relating to this Agreement, whether in contract, tort, or otherwise, shall be limited to an amount equivalent to the total Base Amount paid by the School District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to the School District, whether in contract, tort, or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. The School District's right to monetary damages listed above in that amount shall be in lieu of other remedies that the School District may have.

#### **ARTICLE X. INDEMNIFICATION**

10.1 To the fullest extent permitted by applicable laws, the School District shall and hereby agrees, for itself and its successors and permitted assigns, to indemnify, hold harmless, and, if so requested, defend the Consultant and its employees, officers, directors, agents, representatives, and their respective heirs, executors, administrators, personal representatives, successors, and assigns (collectively, the "Indemnitees") from and against any and all claims, damages, losses, liabilities, suits, charges, fines, taxes, fees, penalties, orders, settlements, judgments, actions, causes of action, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) the negligence or intentional acts of the School District and/or its employees, contractors, and agents; and (ii) the breach by the School District of any agreement,

covenant, representation, or warranty in this Agreement, regardless of whether any of the foregoing is caused in part by any of the Indemnitees.

#### **ARTICLE XI. MISCELLANEOUS.**

11.1 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.

11.2 In any litigation or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.

11.3 All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail, or via overnight courier (such as Federal Express or UPS), addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

To Consultant:  
Lancaster-Lebanon Intermediate Unit 13  
Attention: Safety and Security Manager  
1020 New Holland Avenue  
Lancaster, PA 17601

To School District:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email address: \_\_\_\_\_

11.4 If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.

11.5 The section headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this agreement or any of its provisions.

11.6 This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Consultative Services Agreement to be duly executed by an authorized representative as of the day and year as set forth herein.

LANCASTER-LEBANON  
INTERMEDIATE UNIT 13

Attest/Witness: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
SCHOOL DISTRICT

Attest/Witness: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT "A"**

### **SERVICES**

1. Access to a subscriber-only portal containing safety and security training information, supporting documents and videos.
2. Monthly training topics and information related to safety and security in segments generally lasting between 5-10 minutes
3. Updates for informational purposes regarding legal and regulatory changes related to safety and security that affects public schools located within the Commonwealth of Pennsylvania.
4. Reasonable after-hours access to the Consultant's safety and security manager for consultation related to safety and security issues as they develop.
5. Review of safety and security vendor proposals from strictly a safety and security perspective.
6. Vulnerability study of one school building each school year (from July 1 through the subsequent June 30) within the School District with a written report prepared by Consultant.
7. A 50% discount on one personalized training conducted by the Consultant's safety and security manager each school year (from July 1 through the subsequent June 30). Said personalized training is to be conducted at the Consultant's administrative offices at a time mutually agreeable to both parties.