

AGREEMENT FOR PROFESSIONAL SERVICES
ROCKLAND CONSULTING, LLC

This Agreement with an effective date of June 1, 2019 **by and between:**

LUZERNE COUNTY TRANSPORTATION AUTHORITY, a Pennsylvania Municipal Authority, corporate and politic having offices at 315 Northampton Street, Kingston, Pennsylvania, hereinafter known as "LCTA".

AND

ROCKLAND CONSULTING, LLC, a business entity, duly registered in Pennsylvania having its principal place of business at 880 Creek Road, Carlisle, Pennsylvania, hereinafter known as "Consultant".

WITNESSETH

WHEREAS, the LCTA provides mass transit and shared ride services to persons in various designated areas in Luzerne and Lackawanna Counties; and

WHEREAS, the LCTA requires the professional services of a consultant to assist and advise its management staff and Board in developing strategies for long term growth, improvement and integration of its transit services to better meet the needs of residents of Luzerne County;

WHEREAS, the LCTA has determined that the services offered by the Consultant best meet its needs; and

WHEREAS, it is the determination of the Board of the LCTA at its meeting on April 23, 2019 that an agreement be entered with the Consultant for various services to LCTA that are more fully set forth in this Agreement.

NOW THEREFORE, THE PARTIES HERETO INTENDING TO BE LEGALLY BOUND AGREE AS FOLLOWS:

EFFECTIVE DATE AND TERM:

This Agreement is effective from June 1, 2019 to June 1, 2020 unless terminated prior thereto by either party following termination procedures in this Agreement.

PURPOSE AND SCOPE OF SERVICE

The Consultant agrees to provide advice and counsel to the LCTA Board and its Executive Staff, including, but not limited to;

- Guidance and advocacy in matters involving the LCTA with the Commonwealth of Pennsylvania and its political subdivisions to promote the interests of the LCTA in developing a strategy and plan to further LCTA'S interest to obtain public and private support for improvements to its transit services, physical plant, and equipment, organization and operation of its transit system.
- Guidance, advocacy and interaction on behalf of LCTA with relevant Commonwealth agencies, county agencies, commissions and boards related to the interests and goals of LCTA to fully develop its transit system.
- Guidance and counsel to the Board in meeting goals and objectives set forth in the LCTA Strategic Plan.
- Guidance and counsel to the Board and management of LCTA to develop "best practices" in its management, service and maintenance operations, capital issues and needs, and related functions and duties of LCTA.
- Meet with Board Members, County and PennDOT officials on transit system performance to gain input on current LCTA performance and gather input for recommendations to improve LCTA performance.
- Review and assess current management and operations at LCTA and make recommendations to the Board on improvements, including policy initiatives and funding maximization.
- Assess the options to work with transit systems in the region for coordination of management operations and financial services as well as possible merger and integration of systems.
- Perform other analyses as required by the LCTA to meet its goals for performance and funding to enhance delivery of transit services in Luzerne County.

- Meet and provide reports and policy guidance to the Board in accomplishing tasks set forth above.

INDEPENDENT CONTRACTOR

The parties recognize and agree that in performing the services set forth above, Consultant is not performing legal services and is not giving legal advice nor engaged in the practice of law and Consultant shall be solely responsible to determine if any services it provided in this Agreement represents or constitutes "lobbying" as that term may be defined and if applicable comply with all applicable requirements.

The parties further agree that Consultant is an independent contractor who shall devote reasonable efforts, resources and time necessary and appropriate to perform services set forth above.

LCTA shall have no control over Consultant's conduct or supervision or the means and methods of Consultant's performance.

Nothing herein shall be construed to create a relationship of employer/employee between the parties or agency relationship but in performance of the duties contemplated, a confidential relationship is recognized between the parties.

FEE FOR SERVICES

In exchange for Consultant providing the services to LCTA set forth above in this Agreement, LCTA shall pay and remit to Consultant a fee of four thousand dollars (\$4,000.00) per month.

If Consultant is required to travel outside Pennsylvania to provide services then in such event, Consultant shall notify LCTA if travel expenses are sought and provide a breakdown of same and obtain LCTA pre-approval if such reimbursement for such expenses is requested.

BILLING AND PAYMENTS

By the tenth (10th) day of each month, Consultant shall submit to LCTA an invoice for the monthly fee associated with services provided during the current

month. LCTA shall remit payment of such invoice payable to "Rockland Consulting, LLC" within thirty (30) days of invoices receipt.

NON-INTERFERENCE, NON-SOLICITATION, AND NON-COMPETITION

LCTA recognizes that Consultant may provide similar services to other persons and entities; however, Consultant acknowledges and agrees that it shall not provide such services to clients with interests directly adverse to LCTA relating to specific projects or properties.

PROTECTION AND LIMITED USE OF CONFIDENTIAL INFORMATION

The parties recognize that in performance of this Agreement either party (the "Disclosing Party") may provide the other Party (herein the "Recipient Party") with certain non-public information, constituting valuable, special and unique assets, including business affairs, future plans, trade secrets, technical or professional information, and other private, sensitive, or proprietary information (collectively "Confidential Information"). The Recipient Party shall protect such Confidential Information at least to the extent it protects its own Confidential Information. The Recipient Party shall not further disclose, divulge, publish, transmit, or otherwise communicate, directly or indirectly, such confidential information to any other person otherwise except as required by applicable law, court or regulator agency order, or as directed by the Disclosing Party. The Recipient Part shall not use, directly or indirectly, any such Confidential Information for its own benefit or the benefit of any other person. The Recipient Party shall not obtain, by virtue of this Agreement, any right, title, or interest in any such Confidential Information. All copies of Confidential Information in any form, including partial copies, shall be retained, destroyed, returned or used as directed by the Disclosing Party.

Without further disclosing, divulging, publishing, transmitting, communicating or using such Confidential Information, other than to effectuate the purposes of this Agreement or as directed by the Disclosing Party, the Recipient Party shall be permitted to identify a current or former professional relationship with the Disclosing Party for its own marketing purposes.

Confidentiality will be maintained to the extent not governed or precluded under the Pennsylvania Right to Know Law.

GOVERNMENT AUDIT COMPLIANCE

The parties agree to cooperate with any audit authorized by law, performed by an appropriate government entity or subcontractor thereof and relating to the professional relationship established pursuant to this Agreement.

MERGER

This Agreement contains all the items and conditions agreed to by the parties. Any alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed by Consultant and LCTA, and attached to the original of this Agreement.

SEVERABILITY

Every provision of this Agreement is intended to be severable. In the event that any provision or part of this Agreement is deemed fully or partially invalid, unenforceable or unlawful by a court of competent jurisdiction, the remainder of the provision, part and the entire Agreement shall remain in full force and effect if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

WARRANT OF AUTHORITY

The parties hereto warrant and represent that each has undertaken all steps necessary to enter this Agreement and the signatories have been and are duly authorized to execute this Agreement and effectuate its terms on behalf of the respective contract parties.

NO CONFLICT OF INTEREST

No member, official or employee of AUTHORITY during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

NO MEMEBERS OF CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

NOTICES

All Notices and other communications provided for hereunder shall be in writing and may be hand-delivered, sent by United States Certified or registered mail, return receipt requested, or by nationally recognized overnight courier services, addressed as follows:

TO AUTHORITY:

Luzerne County Transportation Authority
Attention: Mr. Norm Gavlick, Executive Director
315 Northampton Street
Kingston, Pennsylvania 18704

TO ROCKLAND CONSULTING, LLC:

Attn.: Toby L. Fauver, Managing Member
880 Creek Road
Carlisle, Pennsylvania 17015

GOVERNING LAW:

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania as they may from time to time be in effect, without giving effect to its conflicts of law provisions. Any suit or proceeding arising out of, relating to or mentioning this Agreement shall be commenced only in the Court of Common Pleas of Luzerne County, Pennsylvania, and each party to this Agreement hereby consents to the jurisdiction and venue of such court.

TERMINATION OF SERVICES

Termination for Convenience. LCTA may terminate this Agreement, in whole or in part, for its convenience at any time by giving at least 10 days written notice to Consultant of such termination and specifying the effective date thereof.

Payment Upon Termination for Convenience. LCTA may terminate this Agreement in whole or in part anytime by written notice to the Consultant. The Consultant shall be paid all work completed. The Consultant shall promptly submit his termination claim to be paid in the form of an invoice and sufficient supporting documentation to the extent allowable pursuant to 48 C.R.F., Part 31. If the Consultant has any property in his possession belonging to and paid for by the

LCTA, the Consultant will account for the same, and dispose of it in the manner LCTA directs.

Termination of LCTA for Default. LCTA may terminate this Agreement, in whole or in part, because of (i) the failure of Consultant to fulfill or properly perform his obligations under this Agreement. LCTA shall determine by delivering to Consultant a notice of termination specifying the nature, extent, and effective date of termination. In the event LCTA terminates this Agreement as a result of a default by Consultant and it is subsequently determined that Consultant was not in default, the Agreement shall be deemed treated as though terminated for LCTA.

Payment Upon Termination for Default. If this Agreement is terminated for default, as provided herein, Consultant shall promptly submit his termination claim to LCTA and LCTA shall determine, in its sole discretion, the Consultant's compensation, if any, to be paid to Consultant in proportion of the value, if any, of work performed up to time of termination.

Termination by Consultant. The Consultant may terminate this Agreement, in whole or in part, for his convenience at any time by delivering 10 days written notice to LCTA of such termination and specifically note the effective date thereof.

INSURANCE

At its sole expense, Consultant shall maintain liability insurance covering the performance of the services set forth in this Agreement. Such insurance coverage shall have limits and terms satisfactory to LCTA. Consultant will provide to LCTA a Certificate of Insurance evidencing such coverage.

LIMITATION ON DAMAGES

In the event of a claim by LCTA relating to any performance of services or enforcement of this Agreement, LCTA shall not be entitled to recover any damages in excess of the amount of fees it paid to Consultant in the twelve (12) months prior to the occurrence giving rise to such claim. In no event shall Consultant be liable for incidental or consequential damages of any type whether or not such damages are deemed foreseeable.

LIMIT ON ASSIGNMENT

Neither party may otherwise transfer, convey, delegate or relinquish any rights or obligations set forth in this Agreement without the written consent of the other party

FORCE MAJEURE

Neither LCTA nor Consultant shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause beyond its control, including an act of God, act of terrorism or public enemy, fire, flood, storm, earthquake, riot, labor strike, war, or restraint of government.

THE PARTIES HERETO INTENDING TO BE LEGALLY BOUND HAVE HEREUNTO SET THEIR HANDS AND SEAL AS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

**LUZERNE COUNTY
TRANSPORTATION AUTHORITY**

T. Lynette Villard
ATTEST

By: Charles Scrimshaw
Chairperson

Stephanie Fauver
WITNESS

By: [Signature]
TOBY L. FAUVER, Managing
Member, Rockland Consulting, LLC