

CONSULTING AGREEMENT

THIS AGREEMENT is effective as of the 16th day of **December 2022**, between SUMMIT STRATEGIES GOVERNMENT AFFAIRS, LLC (“**Company**”) and QUAKER VALLEY SCHOOL DISTRICT (“**District**”).

WHEREAS, the District desires to engage the services of the Company to provide consulting services and to provide representation before federal and state governments and agencies for the purpose of securing federal and state funding for the District’s high school construction project (“**Project**”); and

WHEREAS, the Company, along with its subcontractor Buchanan, Ingersoll and Rooney, PC agrees to provide the consulting services for the Project; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Term. The Term of this Agreement shall commence on the date on which the last party to execute this Agreement executes the Agreement, and shall continue on a month to month basis until terminated by either party as set forth below.

a) Termination For Cause. If either party materially defaults in the performance of any of its duties and obligations under this Agreement which default is not cured within ten (10) days after written notice is given to the defaulting party specifying the default, the party not in default may, by giving written notice of termination to the defaulting party, terminate this Agreement as of the date specified in the notice of termination.

b) Termination For Convenience. Either party may terminate this Agreement, at any time and with or without cause, upon thirty (30) days prior written notice to the other party.

2. Services. During the term of this Agreement, the Company and its subcontractor(s) shall undertake and maintain a campaign to raise the District’s visibility with federal and state governments and agencies and other stakeholders and shall identify and pursue all relevant funding opportunities for the Project. The Company shall be responsible to meet with the District, its project architects, and other relevant individuals as necessary in order to obtain a thorough understanding of the Project, and shall develop appropriate materials for use in representing the District before relevant federal and state officials, including but not limited to officials of the United States Congress, the Biden-Harris Administration, the Pennsylvania General Assembly, and the Shapiro Administration. Company shall identify and aggressively pursue securing federal and state dollars for the Project. The Company shall also support grant writing efforts by identifying grant opportunities and by reviewing and contributing to grant applications. Company shall not be obligated to provide specific grant writing services. The Company shall establish regular meeting times with the District in order to provide ongoing updates to the District and to ensure its receipt of all relevant information.

3. Management and Performance of the Work. Terrence Heubert, Company Senior Principal, shall serve as project manager and shall be Company’s primary point of contact. Mark Dedrick and Ryan Vislosky from Company will contribute to the project, and Company will bring in additional firm professionals as needed. Company will contract with Buchanan, Ingersoll and Rooney, PC to provide state level services, with Charles J. Kolling, Jr. and Erin C. Molchany being principally involved at the state level. Company shall be responsible for the cost of all subcontractors and consultants brought in by Company.

4. Compensation. The Company shall be compensated at the total rate of \$10,000 per month during the Term of this Agreement for the Services described above, prorated for any month in which the Agreement is in effect for less than an entire month. The Company shall invoice the District on a monthly basis. Each such invoice shall include a reasonably detailed statement of services provided for that month and the total consulting fee due. The District shall remit payment to Consultant for each invoice within forty-five (45) days of receipt thereof. Routine expenses under \$200 (such as local transportation) will be billed to the District at cost. Any expense over \$200 must be approved in writing by the District in advance.

5. Confidentiality. The Company, its employees, agents, subcontractors, independent contractors, and assigns, agree to keep all information, whether oral or written, that they receive from the District, including, but not limited to donor contacts, revenue sources, financial information, business systems, personnel and operational and strategic planning, confidential and will not disclose the same to any third party without the prior written consent of District. The Company agrees that within sixty (60) days of the termination of this Agreement, it shall return to the District all materials that were provided or shall confirm the destruction of the same.

6. Default. Should any party fail to perform any of the terms or conditions of this Agreement, the non-defaulting party may exercise any and all rights available to it at law or equity including but not limited to termination of this Agreement.

7. Independent Contractor. The Company shall act at all times as an independent contractor hereunder, and nothing contained herein shall be construed to create the relation of principal and agent, or employer and employee, between the District and the Company. Any Company employee(s) assigned to perform the Services for District are solely the employee(s) of Company, and any subcontractor employee(s) assigned to perform the Services for District are solely the employee(s) of that subcontractor. Company acknowledges and agrees that all individuals assigned to provide Services to the District are and shall at all times be employees of Company or of Company's subcontractors and shall not be entitled to participate in the employee benefit plans, including but not limited to medical, dental, vision and other insurance plans or any pension or retirement benefit plan offered employees of the District. Company shall be solely responsible for maintaining worker's compensation, unemployment compensation, and any other similar insurance or benefits for or on behalf of its employees in full compliance with all applicable laws.

8. No Modification. No provision hereof may be waived, modified or amended except by an instrument in writing signed by the parties hereto.

9. Entire Agreement/Assignment. This Agreement constitutes the entire agreement of the parties with respect only to the subject matter hereof and supersedes all prior and contemporaneous understandings and communications of the parties, whether written or oral, in connection herewith. The rights and obligations of Company hereunder shall not be assigned without the prior written consent of the District.

10. No Third Party Beneficiary. The parties hereto acknowledge that by execution of this Agreement, they do not intend to create rights in any person or entity other than themselves and no person or entity will be justified in relying upon any provision of this Agreement except that this Agreement will inure to the benefit of and will be binding upon each party hereto and their respective successors, heirs and permitted assigns. Neither this Agreement nor any of the rights, responsibilities or benefits hereunder may be assigned by either party unless such party obtains the prior written consent of the other party.

11. Counterparts. This Agreement may be executed in any number of counterparts which together will constitute one and the same agreement. The parties further agree that an executed facsimile copy of this Agreement will be considered a legal agreement and will have full faith and credibility as if it were executed on original paper.

12. Notices. All notices, demands, consents, and other communications required or permitted to be given pursuant to this Agreement will be in writing and will be sent by an internationally recognized overnight delivery service, addressed to the respective addresses set forth below and will be deemed effective upon receipt. Any party may change its address by like notice.

To the Company:

Summit Strategies
Attn: Terrence Heubert
440 1st Street, NW, Suite 440
Washington, DC 20001

To the District:

Quaker Valley School District
Tammy A. Andreyko, Superintendent
100 Leetsdale Industrial Drive, Suite B
Leetsdale, PA 15056

With a Copy to:

Donald J. Palmer, Solicitor
GRB Law
2100 Georgetown Drive, Suite 300
Sewickley, PA 15143

13. Governing Law. The validity, interpretation and construction of this Agreement will be determined and governed by the laws of the Commonwealth of Pennsylvania and venue shall be proper in the United States District Court of Western Pennsylvania or any applicable Court of the Commonwealth.

14. No Waiver. Any of the terms and conditions of this Agreement may be waived, but a waiver in one instance will not be deemed to constitute a waiver in any other instance. A failure to enforce any provision of this Agreement will not operate as a waiver of this provision or of any other provision hereof.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereto entered into this Agreement as of the date first written above.

SUMMIT STRATEGIES GOVERNMENT
AFFAIRS, LLC.



By: Terrence Heubert

Title: Senior Principal

Date: 16 December 2022

QUAKER VALLEY SCHOOL DISTRICT



By: Jay O'Connell

Title: Superintendent

Date: 12/19/2022