

**PROFESSIONAL SERVICES AGREEMENT
AUTHORITY MANAGEMENT SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made this 13th day of May, 2019, by and between the **INTERGOVERNMENTAL COOPERATION AUTHORITY FOR HARRISBURG**, a public authority and instrumentality of the Commonwealth of Pennsylvania for the City of Harrisburg, Dauphin County, that shall exercise public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof, with a principal address of 401 North Street, Harrisburg, Pennsylvania, 17120 (the “Authority”) and **MESH PA, LLC**, a Pennsylvania limited liability company, with its principal place of business located at 422 Raleigh Avenue, Chambersburg, Pennsylvania, 17202 (the “AUTHORITY MANAGER”).

WITNESSETH

WHEREAS, the AUTHORITY, was established by the Pennsylvania General Assembly pursuant to Act 124 of 2018, the Intergovernmental Cooperation Authorities Act for Cities of the Third Class (the “ACT”); and

WHEREAS, the AUTHORITY has begun operation in February 2019 with the holding of its Organizational Meeting; and

WHEREAS, the AUTHORITY is desirous of procuring professional operational support services for its day to day management, not limited to the role of Executive Director, development of plans for the execution of its mission, and the management of the operations, meetings, policies, and procurement (the “Services”) of the AUTHORITY; and

WHEREAS, the AUTHORITY MANAGER is desirous of providing professional personnel to perform the Services and has presented a proposal to the AUTHORITY dated March 29, 2019 for the provision of an identified professional to provide such Services; the proposal having identified Jeffrey M. Stonehill (hereinafter “STONEHILL”) as the professional personnel to be assigned to this engagement by AUTHORITY MANAGER; and

WHEREAS, the AUTHORITY has determined that it is in the best interest of the community, the Commonwealth, and its organization to enter into an Agreement with the AUTHORITY MANAGER to perform the Services; and

WHEREAS, the AUTHORITY desires, and the AUTHORITY MANAGER agree, that the AUTHORITY MANAGER through the services of STONEHILL, shall perform the Services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and intending to be legally bound, the parties hereto agree as follows:

1. Recitals.

The above recitals are incorporated herein by reference thereto, made a part of this Agreement and are deemed to be an integral part of this Agreement.

2. Purposes.

The purpose of this Agreement is to delineate the terms and conditions of the AUTHORITY and the AUTHORITY MANAGER with regards to the Services to be rendered by the AUTHORITY MANAGER and STONEHILL. This Agreement contemplates that the AUTHORITY MANAGER through STONEHILL shall perform on an as-needed basis, the role of Executive Director as detailed in the ACT; and further that the Board hereinafter delegates to the AUTHORITY MANAGER powers of the Board as the Board deems necessary to carry out the purposes of the AUTHORITY, subject in every case to the supervision and control of the Board.

3. Term.

The term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2023, unless terminated by mutual consent of the parties.

4. Scope of Services.

4.1 Day-to-day Operation of the Authority.

STONEHILL shall be the Chief Administrative Officer of the AUTHORITY and shall undertake those duties necessary for the legal operation of the organization.

4.2 Rules, Regulations, and Policies.

STONEHILL shall promulgate rules, regulations, and policies in connection with the performance of the AUTHORITY's functions and duties, notwithstanding any other provision of law to the contrary, which shall not be subject to review under the act of June 25, 1982 (P.L.633, No.181), known as the Regulatory Review Act.

4.3 Contracts and Agreements

STONEHILL shall let for review and approval of the AUTHORITY, those contracts and other instruments necessary or convenient for the conduct of the AUTHORITY's business and the exercise of the powers of the AUTHORITY.

4.4 Employees and Agents

STONEHILL shall supervise , and when necessary, discipline , any and all employees, agents, contractors, or consultants of the AUTHORITY, with the exception of the

Independent Legal Counsel and computer support technicians (Factory 44), who shall serve at the pleasure of the Board.

4.5 Cooperation with City, County, State, and Federal Officials

STONEHILL is herein authorized to represent, on behalf of the AUTHORITY, the policies, positions, and proclamations of the AUTHORITY in regular dealings with those elected and appointed officials of the City of Harrisburg, Dauphin County, Commonwealth of Pennsylvania, or U.S. Federal government.

4.6 Authority Budget

Beginning on May 30, 2019, and each September thereafter, STONEHILL shall, prepare and present to the AUTHORITY an Annual Operating Budget pursuant to the ACT. By July 1 of each fiscal year, the AUTHORITY shall adopt a final budget for presentation to the Governor and to the General Assembly pursuant to the ACT. Should representatives be afforded an opportunity to appear before the Governor and the Appropriations Committee of the Senate and the Appropriations Committee of the House of Representatives regarding the AUTHORITY's budget, STONEHILL may be such representative.

4.7 Authority Books

STONEHILL shall cooperate with the Chairperson and Minority Chairperson of the Appropriations Committee of the Senate and the Chairperson and Minority Chairperson of the Appropriations Committee of the House of Representatives, each of whom may at any time request an examination the books, accounts and records of the AUTHORITY. STONEHILL shall be the custodian of records for purposes of the authority as it may be determined to be an "agency" under the Right to Know Law, 65 P.S. § 67.101 et seq. STONEHILL shall act as the open records officer ("ORO"). STONEHILL further agrees that he may be designated as such on the formal policy adopted by the AUTHORITY, as well as on the AUTHORITY'S primary website.

4.8 City Financial Plan

STONEHILL shall cooperate with elected and appointed officials of the City of Harrisburg to permit the City to present its Financial Plan, on an Annual Basis, to the AUTHORITY. The Financial Plan shall be developed, implemented, and periodically revised by the City of Harrisburg pursuant to the ACT. Immediately upon execution of this Agreement, STONEHILL shall assist the City of Harrisburg with its initial presentation of its five-year financial plan that includes a report on the status of implementation of prior published suggestions regarding consolidation and cost savings.

4.9 Review of City Financial Plans, Proposed Operating Budgets, Capital Budgets, Supplemental Reports, Etc.

STONEHILL shall be the point of contact for the presentation of the City of Harrisburg Financial Plans, Proposed Operating Budgets, and Capital Budgets. STONEHILL shall facilitate the presentation of these documents, and any and all other documents and correspondence, including but not limited to borrowings, quarterly revenue and expenditure reports, and labor agreements, to the AUTHORITY for its timely review, in order to establish consistency with the adopted financial plan of the City. STONEHILL shall be the facilitator for the delivery and review of all documents by the AUTHORITY.

4.10 Communication of Authority Recommendations

STONEHILL shall, from time to time, communicate to the City of Harrisburg any recommendations as to how the City of Harrisburg may achieve compliance with the financial plan; and further, shall provide copies of the recommendations to the Chief Fiscal Officer, the City Council, and any other pertinent officials, in a manner and means as specified by the ACT.

4.11 Authority Report to the Governor and General Assembly

STONEHILL shall help the AUTHORITY prepare and present its preliminary report of the recommendations to the Governor and the General Assembly within 180 days of the initial organizational meeting; and further, any and all communications between the AUTHORITY and the Commonwealth of Pennsylvania thereafter.

4.12 Intergovernmental Cooperation

STONEHILL shall cooperate with the City of Harrisburg, the Borough of Chambersburg, and any and all other governmental units, in order to provide the Services detailed herein.

4.13 Final Report

STONEHILL shall assist the AUTHORITY with development of the Final Report.

4.14 Attendance at Meetings & Hours of Work

Other than attendance at all regularly scheduled public meetings of the AUTHORITY, STONEHILL shall set his own work schedule necessary to accomplish the requirements of this Agreement. In those cases when STONEHILL is unable to attend a regularly scheduled public meeting of the AUTHORITY, he shall notify the Chairman of his inability to attend and endeavor to schedule a substitute attendee in STONEHILL's absence at the meeting.

4.15 Meeting Agenda

Whenever possible, STONEHILL shall cooperate with the AUTHORITY to prepare and distribute the agenda for upcoming regularly scheduled public meetings.

4.16 Meeting Minutes

Whenever possible, STONEHILL shall assist the AUTHORITY secretary with the preparation of and dissemination of the minutes from prior public meetings.

5. General Standards/Authorized Representative.

The AUTHORITY MANAGER and its employees, agents, and appointees, shall expeditiously perform all Services in accordance with the general accepted standards and practices used in the profession of municipal consultancy services. The AUTHORITY MANAGER and its employees, agents, and appointees, shall render diligently and competently all Services, with due consideration given to the applicable laws, regulations, and requirements and the protection of the public health, safety, and welfare. The enumeration of the specific duties and obligations to be performed by STONEHILL includes broad latitude to accomplish the mission of the AUTHORITY.

6. Compensation.

6.1 The AUTHORITY shall pay the AUTHORITY MANAGER for the Services to be performed under this Agreement at a lump sum basis of \$1,050 per week. The lump sum rate shall account for and include any and all amounts for the AUTHORITY MANAGER's labor, overhead, profits, and non-reimbursable expenses.

6.2 Additional Services - In the event Additional Services are approved by the AUTHORITY, in its sole and absolute discretion, the AUTHORITY shall compensate the AUTHORITY MANAGER as set forth in a fully executed addendum to this Agreement.

6.3 Expenses reimbursed at initiation of Agreement – the AUTHORITY shall reimburse the AUTHORITY MANAGER a lump sum of \$3,882.00 upon execution of this Agreement, in order to reimburse AUTHORITY MANAGER for all start-up expenses associated with equipment and activities incurred prior to Agreement execution.

The AUTHORITY manager may purchase the equipment at the end of the authority term for the depreciated value.

7. Payments.

The due date for payment by the AUTHORITY shall be the Wednesday of every calendar week. The AUTHORITY shall pay in advance for each weekly payment pursuant to this Agreement, and may initiate this Agreement with as many advanced payments as the AUTHORITY may desire to avoid the administrative effort of weekly payments; but, no less than one weekly payment with the execution of this Agreement. Failure to timely pay per this Agreement may

interrupt or pause the ability of the AUTHORITY MANAGER to meet those obligations under the Agreement, as detailed, in a timely manner. If payment is not received by the AUTHORITY MANAGER within sixty (60) days of the due date, the AUTHORITY shall pay as interest an additional charge of ten (10%) percent or the maximum allowed by law, whichever is less, of the past due amount per week.

8. Independent Contractor of the Authority.

All Services and/or Additional Services provided by the AUTHORITY MANAGER and STONEHILL under this Agreement are provided as an independent contractor of the AUTHORITY. All persons engaged in any of the Services or Additional Services performed pursuant to this Agreement shall at all times and places be subject to AUTHORITY's sole direction, supervision, and control. The AUTHORITY MANAGER shall exercise control over the means and manner in which the Services are performed.

9. Documents.

AUTHORITY MANAGER may bring its own documents, records, research, reports and similar materials to the AUTHORITY offices for its use in its work under this Agreement. In such case, all AUTHORITY MANAGER materials shall remain the sole property of AUTHORITY MANAGER and shall not be considered public records or property of the AUTHORITY.

10. Officers & Directors Insurance and Indemnification.

10.1 The AUTHORITY shall indemnify and hold harmless AUTHORITY MANAGER, its officers, directors, employees and agents and STONEHILL, against any and all claims, costs, damages, demands, actions, cause of action, liabilities and expenses of any kind which may be asserted against or imposed on AUTHORITY MANAGER or its respective directors, officers, employees, or agents, at any time, arising out of an alleged act or omission of AUTHORITY MANAGER or its respective directors, officers, employees, and agents. AUTHORITY MANAGER is entitled to advancement of all litigation expenses incurred by AUTHORITY MANAGER in defending any such action to the fullest extent allow by the laws of the Commonwealth of Pennsylvania provided that AUTHORITY MANAGER delivers to AUTHORITY a written promise to repay all amounts so advanced if its shall ultimately be determined that AUTHORITY MANAGER is not entitled to be indemnified under the provisions of the laws of the Commonwealth of Pennsylvania. The AUTHORITY shall bear the full cost of the AUTHORITY MANAGER's defense, and AUTHORITY MANAGER shall be entitled to meaningful selection of counsel and direction of litigation, as such may be permitted by the AUTHORITY insurance provider, if any. Any compromise or settlement of any such claim shall be paid by the AUTHORITY or its insurer. The AUTHORITY MANAGER shall reimburse the AUTHORITY for any compromise or settlement payments that have been determined by either the insurance provider or a court of lawful jurisdiction to be outside the claim coverage of The AUTHORITY which is related to the individual acts of the AUTHORITY MANAGER. The AUTHORITY agrees to maintain

comprehensive public officials' liability coverage, which shall include coverage of AUTHORITY MANAGER, its directors, officers, employees and agents. The provisions in his paragraph shall survive termination of this Agreement.

10.2 AUTHORITY shall procure Officers & Directors Insurance and will name Stonehill as an additional insured under the policy.

11. Termination.

11.1 AUTHORITY MANAGER shall have the right to terminate this Agreement at any time, for any reason or no reason, upon the provision of thirty (30) days advance written notice. In the event of termination under this paragraph 11.1, AUTHORITY shall pay AUTHORITY MANAGER the prorated balance of payments owed through the date of termination.

11.2 AUTHORITY shall have the right to terminate this Agreement at any time, for any reason or no reason, upon the provision of sixty (60) days advance written notice. In the event of termination under this paragraph 11.2, AUTHORITY shall pay AUTHORITY MANAGER the prorated balance of payments owed through the date of termination.

11.3 Either party shall have the right to terminate this Agreement in the event of substantial failure of AUTHORITY to perform in accordance with the terms hereof through no fault of the AUTHORITY MANAGER. Without limiting the foregoing, if the AUTHORITY is more than ninety (90) days delinquent on any payment that is due and owing to AUTHORITY MANAGER, regardless of cause for such nonpayment, such delinquency will constitute a substantial failure by the AUTHORITY to perform in accordance with the terms hereof. As a condition precedent to the AUTHORITY MANAGER's ability to terminate the Agreement for substantial failure, the AUTHORITY MANAGER must provide the AUTHORITY with written notice of the substantial failure and permit the AUTHORITY thirty (30) days in which to cure the substantial failure. In the event of termination pursuant to this paragraph 11.2, AUTHORITY shall pay AUTHORITY MANAGER the prorated balance of payments owed through the date of termination, plus all accrued expenses, plus an amount equal to 20% of the amount that would be paid to AUTHORITY MANAGER for the remaining term of this Agreement if it had not been terminated for substantial failure.

12. Force Majeure.

The AUTHORITY and the AUTHORITY MANAGER shall not be held responsible for any delay, default, or nonperformance directly caused by an act of God, unforeseen adverse weather events, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of federal or state government, labor, material, equipment, or supply shortage. Notwithstanding the foregoing, such delays, defaults, or nonperformance shall result

from matters that would not be reasonably foreseen by the AUTHORITY MANAGER exercising reasonable due diligence.

13. Remedies.

Except as provided in Section 11 of this Agreement, no remedy herein conferred upon any party is exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or provided by law, equity, statute, or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other exercise or further exercise thereof.

14. Enforcement Costs/Mediation.

Before any litigation is brought pursuant to this Agreement, the parties hereto agree to submit any dispute to mediation. Such mediation shall be a condition precedent to either party instituting litigation unless a stay of an applicable statute of limitations or repose is necessary. Such mediation may be initiated by written request and will occur within thirty (30) days of such request. A mutually agreeable impartial mediator may be retained, if requested by either party, to assist in the mediation process. In the event the parties cannot agree to a mediator, the parties will continue to put forth names for a mutually agreeable time, after which litigation may be commenced in the Court of Common Pleas in and for Dauphin County, Pennsylvania if a mediator is not agreed upon. In the event it does not result in the successful resolution of the dispute, either party may institute any and all actions necessary to protect their rights at law and/or in equity in accordance with this Agreement.

15. Pennsylvania Right to Know.

The AUTHORITY acknowledges, understands, and agrees that any information received by the AUTHORITY MANAGER may be subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 et seq. STONEHILL shall be the AUTHORITY Right to Know Officer. At the end of the term of the AUTHORITY, AUTHORITY MANAGER shall turn all records of the AUTHORITY over to the City of Harrisburg, pursuant to the provisions of the ACT and neither the AUTHORITY MANAGER nor STONEHILL shall have any further obligation hereunder.

16. Non-Discrimination.

The AUTHORITY shall not discriminate against any employee, applicant for employment, or any person seeking to provide services to the AUTHORITY associated with this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

17. Severability.

If any terms or provisions or portions thereof of this Agreement or application thereof become invalid, the remainder of said term or provision and/or portion thereof of this Agreement shall

not be affected thereby; and, to this end, the parties hereto agree that the terms and provisions of this Agreement are severable.

18. Effective Date

As used herein, the "Effective Date" shall mean the later of the AUTHORITY execution date and the AUTHORITY MANAGER execution date, each of which is set forth on the signature page hereof.

19. Notices

All notices or other communications required to be given under this Agreement shall be in writing and shall be sent certified mail, postage prepaid, addressed as follows:

To the AUTHORITY:

Jeffrey B. Engle, Esq.
Shaffer & Engle Law Offices
2205 Forest Hills Dr. Suite #10
Harrisburg, PA 17112

To the AUTHORITY MANAGER:

Mary Ellen Stonehill
MESH PA, LLC
422 Raleigh Avenue
Chambersburg, PA 17202

With a copy sent to:

Anna Marie Sossong, Esq.
Johnson Duffie Steward & Weidner
301 Market Street
Lemoyne, PA 17043

Or to such other addresses and to the attention of such other person or persons as any of the parties may notify the other in accordance with the provisions of this Agreement. All such notices shall be deemed to have been given when mailed by certified mail or delivered by hand.

20. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, understandings, and Agreements of any nature whatsoever with respect to the subject matter hereof. No amendment, waiver or discharge of any provision of this Agreement

shall be effective against any party unless the party shall have consented thereto in writing. This Agreement shall be interpreted as being drafted by both parties.

21. Applicable Law/Venue/Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. In the event of dispute, the venue of any action brought hereunder, upon the conclusion of mediation as set forth above, shall be in the Court of Common Pleas in and for Dauphin County, Pennsylvania.

22. Interpretation.

The parties have had an opportunity to review and negotiate this Agreement with their respective legal counsel and this Agreement is created based upon those negotiations; therefore, the parties agree that this Agreement shall not be construed in favor or against either party as the drafter of this Agreement.

23. Privileges, Immunities, and Limits of Liability.

The AUTHORITY specifically waives, and does not retain, any and all of its privileges, immunities, and/or limits of liabilities pursuant to the laws of the Commonwealth of Pennsylvania, including but not limited to those set forth in the Pennsylvania Political Subdivision Tort Claims Act.

24. Captions.

The captions used herein are for convenience purposes only.

25. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

26. Assignment.

The AUTHORITY may not assign this Agreement. The AUTHORITY MANAGER may not assign this Agreement.

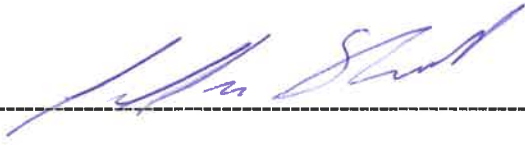
27. Counterparts

This Agreement may be executed in any number of counterparts, and each counterpart will, for all purposes, be deemed an original instrument, but all counterparts together will constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto set their respective seals to this Agreement on the Effective Date.

ATTEST:

MESH PA, LLC





Print Name: JEFFREY STONEHILL

Print Name: Mary Ellen Stonehill

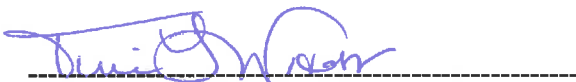
Date: 5-13-19

Date: 5-13-19

MANAGING MEMBER

ATTEST:

INTERGOVERNMENTAL COOPERATION AUTHORITY
FOR HARRISBURG





AUTHORITY Secretary

AUTHORITY Chairman

Print Name: Tina L. Nixon

Print Name: DAVID A. SCHANKWEILER

Date: 5/13/2019

Date: 5/13/19

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