CONSULTANT AGREEMENT

This Agreement is entered into by and between Township of Maidencreek Berks County, Pennsylvania hereinafter referred to as the "MUNICIPALITY", and W. Ronald Smeal, of W. R. Smeal Police Management Consultant, Centre County, Pennsylvania, an individual hereinafter referred to as the "CONSULTANT".

WITNESSETH

Whereas, the MUNICIPALITY is desirous of obtaining services of the CONSULTANT to provide technical assistance in the dissolution of the Northern Berks Regional Police Commission and the establishment of a new police Department for the MUNICIPALITY. And providing consulting services which will include but are not limited to:

- Meeting(s) and discussions with Municipality representative(s);
- Law enforcement research and information to/for the Municipality;
- Review crime, fiscal and other information currently provided by the Northern Berks County Regional Police Department and necessary to complete the consulting work;
- Conduct and provide a manpower study - "police service needs assessment" of/for the Municipality;
- Prepare a Projected Operating Budget based upon a full-time (24x7) police department;
- Meet with Municipality representative(s) to review and discuss draft report;
- Prepare and Provide Municipality with (4) copies of final report.

Whereas, the CONSULTANT is willing to provide the MUNICIPALITY with technical assistance for these issue:
Now Therefore CONSULTANT AND MUNICIPALITY agree to enter into this agreement under the following terms and conditions:

A. The MUNICIPALITY agrees, through its officials, employees, or agents to provide the CONSULTANT with the material, data and/or information reasonably determined by the CONSULTANT to be necessary for the successful completion of the work. CONSULTANT agrees to protect such information and hold the same in a STRICTLY confidential manner and not disclose any of it to any person or entity except MUNICIPALITY and anyone MUNICIPALITY may authorize;

B. The MUNICIPALITY agrees to permit the CONSULTANT to determine his hours of work periods so long as the total time committed to the engagement is within reason and accomplishes the purposes of the consultation;

C. CONSULTANT will at all time conduct himself professionally and lawfully and will not engage in any communication or conduct which adversely affects the MUNICIPALITY. CONSULTANT will use his best efforts to competently provide accurate advice and information to assist MUNICIPALITY in establishing its police department and any related information that may aide in the dissolution process so that adequate equipment, manpower and resources are available to the proposed department. Subject to the forgoing MUNICIPALITY agrees that no results are guaranteed and agrees that it does hereby release CONSULTANT from, and waive any claims which it may have or which may arise against CONSULTANT in any fashion as regards to the Services to be performed by the CONSULTANT under this Agreement.

Subject to all of the forgoing, MUNICIPALITY further agrees that in the event of any suit filed against CONSULTANT directly related to the information provided by CONSULTANT in fulfillment of this Agreement, to indemnify and hold CONSULTANT harmless from and against any and all claims, injuries, damages, suits and causes of action by any and all third parties, including, but not limited to, its officers, employees and agents, against CONSULTANT arising from said information provided by CONSULTANT under this Agreement.

D. The CONSULTANT agrees that any documents composed and provided by the CONSULTANT while providing technical assistance to the MUNICIPALITY are the property of the MUNICIPALITY which shall have full control over the use of such documents.

E. The CONSULTANT agrees that he is an independent contractor and free agent and will comply with all tax and employment statutes applicable to any employees he uses in the performance of his work for the MUNICIPALITY. The CONSULTANT will appropriately supervise and oversee compliance of the Associates engaged to provide assistance with the audit of the inventory within the Police Evidence room(s)

F. The CONSULTANT agrees that he is an independent contractor of the MUNICIPALITY and is not an employee. The CONSULTANT understands and agrees that he is not eligible to participate in any of the MUNICIPALITY'S benefit plans. Further CONSULTANT shall not have the benefit of any Federal or State Statute or Local ordinance intended to provide rights to employees, including the Age Discrimination in Employment Act, The Pennsylvania Human Relations Act, the Pennsylvania Workers' Compensation Act, the Pennsylvania Unemployment Compensation Act, the Heart and Lung Act, the Local Agency Law or MUNICIPALITIES Civil Service Commission Rules and Regulations.

G. While this Agreement is in effect and thereafter, the CONSULTANT will not disclose, directly or indirectly to any person or entity, except in furtherance of the purposes of this Agreement, Confidential Information, unless compelled to do so by legal process. "Confidential Information" shall include, but not be limited to strategic plans not yet made public, forecasts, unpublished financial information, personnel files and compensation information and any information that is deemed by the MUNICIPALITY to be non-public information. Upon termination of this Agreement, the CONSULTANT and Associates will immediately deliver to the MUNICIPALITY any and all copies of material and writings constituting Confidential Information.

H. The CONSULTANT shall be paid $8,976.00.

I. CONSULTANT acknowledges and agrees that the dissolution date of May 10, 2021 and although much of the work will be accomplished within the next three – 3 months, CONSULTANT will be reasonably available for advice and assistance until that date. However, MUNICIPALITY may terminate this Agreement at any time for any reason or for no reason. In the event of such termination, the MUNICIPALITY shall pay CONSULTANT for services rendered to date, however, CONSULTANT shall have no other recourse against the MUNICIPALITY.

In Witness Whereof, the parties hereunto have set their hands and seals on the 25 day of November, 2020.

WITNESS:

Katelyn [illegible]

MAIDENCREEK TOWNSHIP

Heini Fiedler

TITLE Chair

CONSULTANT