COMMUNITY AND BUSINESS DEVELOPMENT MANAGER SERVICES AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2022, by and between the BOROUGH OF LEMOYNE, of 510 Herman Avenue, Lemoyne, PA, 17043, (hereinafter referred to as "Municipality"), and the REDEVELOPMENT AUTHORITY OF CUMBERLAND COUNTY, of 114 N. Hanover Street, Carlisle, PA (hereinafter referred to as "Authority").

WITNESSETH:

WHEREAS, the Municipality desires to strengthen, preserve and promote downtown Lemoyne and the community; and

WHEREAS, the Authority desires to provide the services of a Community and Business Development Manager (the "Community and Business Development Manager") to assist the Municipality in the growth and strengthening of its downtown and community; and

WHEREAS, the Municipality and the Authority desire to enter into an Agreement for the provision of the services of a Community and Business Development Manager by the Authority for the Municipality.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties agree as follows:

1. **SCOPE OF SERVICES.** The Authority shall provide services of a Community and Business Development Manager to the Municipality pursuant to a Scope of Services.

2. **TERM.** The term of this Agreement shall be for a period commencing on January 1, 2022, and terminating on December 31, 2022.

3. **COMPENSATION.** For the services performed pursuant to this Agreement, the Municipality shall make payment to the Authority of the sum of $7,000 annually, with the sum of $3,500 being payable on or before January 31, 2022, for the period of January 1, 2022 through June 30, 2022 (the "First Payment Period") and the sum of $3,500 being payable on or before June 30, 2022, for the period of June 30, 2022 through December 31, 2022 (the "Second Payment Period").

4. **INDEMNIFICATION.** The Authority shall hold the Municipality harmless from and indemnify the Municipality against any and all claims, demands and actions based or arising out of any activities performed by the Authority and its employees under this Agreement; and shall defend any and all actions brought

against the Municipality based upon any such claims or demands, except in such cases where the Authority has been proven to negligent.

5. **TERMINATION.** This Agreement may be terminated by a party for the default by the other party in fulfillment of its obligations hereunder; provided that no termination shall be effected with not less than 60 calendar days notice delivered by certified mail, return receipt requested, of the intent to terminate specifying the basis for the termination (the "Termination Letter'). The parties agree that upon the issuance of a Termination Letter that the parties shall make a good faith effort to resolve the issues raised as the basis for the termination within 60 calendar days from the date of the receipt of the Termination Letter. If the issues raised are not resolved to the satisfaction of the issuer of the Termination Letter, this Agreement shall automatically terminate without penalty. In the case of termination for default by the Authority, an amount equal to the prorated pre-paid compensation for the period from the effective date of the termination to the end of the First Payment Period or Second Payment Period, as applicable, shall be made by the Authority to the Municipality within 30 calendar days of the effective date of the termination.

6. **INDEPENDENT CONTRACTOR.** The work of the Authority is clearly understood to be performed as a professional service for the Municipality. In the performance of all services hereunder, the Authority and its employees shall be deemed at all times to be acting and performing as independent contractors, and the Municipality shall not withhold or in any way be responsible for the payment of any federal, state or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of the Authority or its employees. All such payments, withholdings and benefits are the responsibility of the Authority and the Authority shall hold the Municipality harmless from any such payments. The Authority and its employees shall not be considered employees of the Municipality for any purpose whatsoever. The provisions of this section shall survive termination or expiration of this Agreement for any reason.

7. **ASSIGNMENT.** Without the written consent of the Municipality, this Agreement is not assignable by the Authority either in whole or in part.

8. **GOVERNING LAW.** This Agreement shall be binding on and shall be for the benefit of the parties hereto and their respective successors and permitted assigns, and shall be governed by the laws of the Commonwealth of Pennsylvania.

9. **ENTIRE AGREEMENT.** This Agreement and the Scope of Work constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

10. **AMENDMENTS.** All amendments to this Agreement will be in writing and signed by both parties.

11. **SEVERABILITY.** Should a section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reasons, such determination shall not render void, invalid or unenforceable any other section or part of any section of this Agreement.

IN WITNESS WHEREOF, the Municipality and the Authority have executed this Agreement on the date written above.

ATTEST:	BOROUGH OF LEMOYNE
_____	By_____
Borough Manager	Council President
ATTEST:	REDEVELOPMENT AUTHORITY OF CUMBERLAND COUNTY
_____	By_____
Secretary	Chairman