CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9862 DATE 12-5-24

TITLE

RESOLUTION AUTHORIZING RENEWAL OF A CONSULTANT AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT AND KELLER PARTNERS & CO, LLC.

WHEREAS on March 4, 2021, the City of Williamsport entered into an Agreement with Keller Partners & Co, LLC. subject to annual renewal, a copy of which is attached to this Resolution;

WHEREAS the City of Williamsport desires to renew the Agreement for an additional one year, for the term ending March 31, 2025, and upon the same terms as the attached Agreement;

BE IT THERFORE RESOLVED by the City Council of the City of Williamsport that the Agreement attached hereto between the City of Williamsport and Keller Partners & Co, LLC. is hereby renewed for an additional one year, for an amount not to exceed $84,000 for the term ending March 31, 2025, plus reasonable and ordinary expenses; and,

BE IT FURTHER RESOLVED, that appropriate City officials are hereby authorized to take such action necessary to carry out the intent of this resolution.

Approved

Joyce M. Frank
City Clerk

President

CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9664 **DATE** 6-8-23

TITLE

RESOLUTION AUTHORIZING THIRD RENEWAL OF A CONSULTANT AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT AND KELLER PARTNERS & CO, LLC.

WHEREAS on March 4, 2021, the City of Williamsport entered into an Agreement with Keller Partners & Co, LLC which had a term of three (3) years but subject to annual renewal, a copy of which is attached to this Resolution;

WHEREAS the City of Williamsport desires to renew the Agreement for its third year of the term;

BE IT HEREBY RESOLVED by the City Council of the City of Williamsport that the Agreement attached hereto between the City of Williamsport and Keller Partners & Co, LLC is hereby renewed for its third year in an annual amount not to exceed $84,000 plus reasonable and ordinary expenses; and,

BE IT FURTHER RESOLVED, that the Mayor and City Controller are hereby authorized to execute any documents necessary to renew the Agreement for its third year of the three-year term.

Approved

Janice M. Frank
City Clerk

President

CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9114 DATE 3-4-21

TITLE

RESOLUTION AUTHORIZING A CONSULTANT AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT AND KELLER PARTNERS & COMPANY, LLC

BE IT HEREBY RESOLVED by the City Council of the City of Williamsport that the Agreement attached hereto between the City of Williamsport and Keller Partners & Company, LLC is hereby approved in an amount not to exceed $84,000 plus reasonable and ordinary expenses, and,

BE IT FURTHER RESOLVED, that the Mayor and City Controller are hereby authorized to execute the Agreement.

Approved

City Clerk

President

KELLER PARTNERS
& COMPANY

SERVICE AGREEMENT

THIS AGREEMENT is entered into on this__ day of February 2021, by and between Keller Partners & Company, LLC, located at 1201 Fifteenth Street, NW, Suite 400, Washington, D.C., 20005, hereinafter referred to as "KELLER PARTNERS," and The City of Williamsport, a municipal entity located at 245 West Fourth Street, 2nd Floor/City Clerk's Office, Williamsport, Pennsylvania 17701 hereinafter referred to as the "CLIENT."

WHEREAS, the CLIENT has a need for State and Federal Government Relations and Grant Application and Administration services;

WHEREAS, KELLER PARTNERS employs personnel with expertise in Government Relations and Grant Application and Administration services and is duly qualified to be engaged in these businesses;

WHEREAS, it is deemed to be to the material advantage of KELLER PARTNERS and the CLIENT to agree to the terms and conditions included in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. INCORPORATION OF RECITALS. The preceding Recitals are incorporated herein and made a part of this Agreement in their entirety.

2. SERVICES. KELLER PARTNERS shall perform the services and duties of an independent consultant to the CLIENT including, but not limited to, the following:

    a. Federal Government Relations

    b. State Government Relations

    c. Grant Application and Administration

3. NON-EXCLUSIVITY. The parties acknowledge that KELLER PARTNERS may provide similar services to other clients.

4. COMPENSATION.

a. The CLIENT will compensate KELLER PARTNERS for the services to be performed under this Agreement as provided for in this Subparagraph (a). The monthly retainer fee for services to be performed by KELLER PARTNERS will be billed monthly, in advance, over a period of Twelve (12) months, beginning upon execution of this Agreement. The total monthly expenses and monthly retainer fee shall be Seven Thousand Dollars ($7,000.00).

b. The CLIENT shall reimburse KELLER PARTNERS for all reasonable and ordinary expenses. Reasonable and ordinary expenses are those related specifically to the services performed and not those incidentals to the conduct of general business. Such direct expenses include transportation costs, subsistence connected with authorized travel, reproduction costs, special supplies, and the like

c. The CLIENT will be billed the retainer fee in advance on a monthly basis. The first invoice, which will be emailed on the date of execution of this Agreement, will be in the amount of Seven Thousand Dollars ($7,000.00). Subsequent invoices shall be paid on the first day of each month thereafter.

d. The parties hereby acknowledge that KELLER PARTNERS will exercise its best efforts on behalf of the CLIENT, but KELLER PARTNERS cannot guarantee results.

5. TERM. This Agreement is effective upon execution and shall remain in effect for a period of up to three (3) years (April 1, 2021 through March 31, 2024) subject to annual renewal and subject to the Termination Clause in Paragraph 12, unless extended by both the CLIENT and KELLER PARTNERS. The initial term will begin on April 1, 2021 and conclude March 31, 2022 and may be extended from year-to-year only upon mutual agreement through March 31, 2024.

6. SINGLE CONTACT PERSON. The CLIENT agrees that the sole representative of KELLER PARTNERS for purposes of discussing the fees and expenses charged pursuant to this Agreement shall be Thomas Keller, Managing Principal, located at 1201 Fifteenth Street, NW, Suite 400, Washington, D.C., 20005, and available at

(202) 841-5283.

7. COMMUNICATION. The CLIENT agrees to frequent communication with KELLER PARTNERS and to provide KELLER PARTNERS with a regular, single point of contact that will supply KELLER PARTNERS with the necessary content and information, in real time, to enable KELLER PARTNERS to plan and implement government relations strategies and assist in the preparation of grant applications.

8. DOCUMENTS. Upon completion of this Agreement, all applications and other documents produced by KELLER PARTNERS in connection with this project shall be the sole property of the CLIENT. KELLER PARTNERS shall retain, for not less than one (1) year, all notes, working papers, and other materials as the property of KELLER PARTNERS.

9. INDEMNIFICATION. Each party shall indemnify, defend, protect and hold harmless the other party, their elected officials (for CLIENT), officers, agents, employees, successors and assigns, from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional, expert or consultants' fees and costs) of every kind and nature whatsoever which may arise from or in any manner relate to: (1) any breach by the indemnifying party of any of the terms, conditions, warranties or representations contained in this Agreement, or in any other instrument executed by the indemnifying party in connection with this Agreement; and/or (2) the negligent acts, omissions and/or willful misconduct of the indemnifying party.

10. COMPLIANCE WITH LAW. Each party agrees to conform to and abide by the laws, rules, regulations, and codes that are binding upon or applicable to it.

11. CONFIDENTIALITY. Unless otherwise instructed by the CLIENT, or otherwise required by the nature of the work performed pursuant to this Agreement, KELLER PARTNERS and its agents, employees, partners, and associates will treat the information received from the CLIENT as confidential information, except that KELLER PARTNERS need not treat any information as confidential if that information is in the public domain, or the information becomes public from any source other than KELLER PARTNERS and its agents, employees, partners, and associates. KELLER PARTNERS may disclose confidential information with the consent of the CLIENT, or as required by law or by order of a court or administrative agency with competent jurisdiction. This paragraph shall survive the Term Clause in Paragraph 5 by one (1) year.

12. TERMINATION.

    a. The CLIENT or KELLER PARTNERS may terminate this Agreement at any time with sixty (60) days' prior written notice. Upon giving or receiving notice of termination, KELLER PARTNERS shall cease performing work for the CLIENT and shall minimize ordinary and reasonable expenses incurred on behalf of the CLIENT. The CLIENT shall be responsible for paying all fees and expenses accrued pursuant to this Agreement before giving or receiving notice of termination, as well as during the period of sixty (60) days after notice has been given.

b. Should the CLIENT terminate this Agreement by providing written notice, KELLER PARTNERS will provide the CLIENT with any report, plan, or physical result of its contracted work that has been completed at the time the CLIENT elects to terminate the Agreement.

13. REMEDIES.

a. The remedies stated herein are intended to be cumulative and in addition to any and all other remedies available to the parties at law or in equity.

b. No provision of this Agreement shall be waived or modified by any failure to insist upon same or in any manner whatsoever, other than by express writing duly signed by both parties hereto.

c. If any action, at law or in equity, is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party, in addition to any other relief that may be awarded.

14. GOVERNING LAW. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Venue for any legal actions shall be in the Court of Common Pleas of Lycoming County, Pennsylvania, or the U.S. District Court for the Middle District of Pennsylvania.

15. MERGER OF PRIOR NEGOTIATIONS. This Agreement supersedes any prior written or oral agreements between the parties regarding the subject matter of the Agreement and contains all covenants and agreements between the parties with respect to that subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or written, have been made by any party, or anyone acting on behalf of any party, other than those embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

16. AMENDMENTS. This Agreement may be amended or modified only by written agreement signed by all of the parties hereto.

17. ORIGINALS. This Agreement is executed in duplicate. The CLIENT shall receive an original and KELLER PARTNERS shall receive an original.

IN WITNESS WHEREOF and intending to be legally bound, the parties hereto have signed this Agreement as of the day first referenced above.

KELLER PARTNERS & Company, LLC.

By: _____
Thomas Keller
Managing Principal

CITY OF WILLIAMSPORT

By: Derek Slaughter
Derek Slaughter
Mayor

Charlotte L. Morello
Controller
Deputy

James M. Frank
City Clerk

KELLER PARTNERS
& COMPANY

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9. INDEMNIFICATION. Each party shall indemnify, defend, protect and hold harmless the other party, their elected officials (for CLIENT), officers, agents, employees, successors and assigns, from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional, expert or consultants' fees and costs) of every kind and nature whatsoever which may arise from or in any manner relate to: (1) any breach by the indemnifying party of any of the terms, conditions, warranties or representations contained in this Agreement, or in any other instrument executed by the indemnifying party in connection with this Agreement; and/or (2) the negligent acts, omissions and/or willful misconduct of the indemnifying party.

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CITY OF WILLIAMSPORT

By: _____

Derek Slaughter
Mayor

_____
Controller

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City Clerk