

CONSULTING AGREEMENT BETWEEN
czbLLC and Cranberry Township, Pennsylvania

THIS CONSULTING AGREEMENT is entered into as of this ____ day of _____, 2022 by and between czbLLC, a Maine LLC with offices at 48 Front Street, Suite 201, Bath, Maine 04530 ("Consultant"), and Cranberry Township, with offices at 2525 Rochester Road, Suite 400, Cranberry Township, PA 16066 ("Contractor").

WHEREAS, Contractor solicited Consultant to submit a proposal for an economic development update to the Cranberry Plan, with a focus on future development and redevelopment along Cranberry's main commercial corridors; and

WHEREAS, Consultant submitted a proposal detailing a scope of work, schedule, and budget consistent with Contractor's request (Exhibit A); and

WHEREAS, Consultant is able and willing to perform the scope of work defined below;

NOW, THEREFORE, the parties hereto, intending to be legally bound, and for good and sufficient consideration, hereby agree as follows:

1. Cranberry Township. Contractor retains Consultant to perform the work and services outlined below, and detailed in Exhibit A, so that Contractor may achieve its goals.
2. Performance of Work. Consultant shall perform the work required by this Agreement in a manner consistent with the highest professional standards. Specifically, Consultant will perform the following scope of work (the "Work"):
 - czbLLC to perform quantitative and qualitative analysis of existing conditions and trends of commercial corridors along Routes 19 and 228 with assistance from MJB Consulting, a sub-contractor to czbLLC specializing in commercial corridor analysis and strategy.
 - czbLLC to develop strategies and recommendations to provide long-range strategic guidance on economic development in Cranberry Township, with a focus on development and redevelopment on the commercial corridors.
 - Deliverable: czb to create a visually appealing and accessible final document to serve as an economic development update to the Cranberry Plan.
 - Includes two (2) Contractor site visits to Cranberry Township to perform fieldwork and conduct necessary meetings.
3. Timeframe for Performance of Work. Consultant shall begin the Work as of February 1, 2023 and will continue until June 30, 2023 unless sooner terminated in accordance with the terms of this Consulting Agreement.
4. Compensation for Services. Contractor shall pay compensation to Consultant for the Performance of the Work in the amount of \$105,000, inclusive of two site visits by czbLLC personnel and its sub-contractor, and all associated travel costs and expenses. Consultant shall invoice Contractor for 25% of the total amount (or \$26,250) on or about February 28, March 31, April 30, and May 31. On receipt of Consultant invoice, transmitted via email in PDF form, Contractor shall make full payment to Consultant within 15 calendar days.
5. Representation and Warranties of Contractor. The Contractor represents and warrants to Consultant that it has obtained funds to pay Consultant under this Contract. Both the Contractor

and Consultant warrant and represent to each other that this Agreement does not conflict with any other agreement by which Contractor or Consultant is bound, and this Agreement has been approved by the Contractor's officers. Contractor and Consultant each represent and warrant to each other that each has the full power and legal authority to enter into this Agreement and to perform the obligations required of it as set forth in the Agreement.

6. Consultant Not an Agent of Contractor. Nothing in this Agreement or the performance by Consultant or any of its subcontractors of the work specified by this Agreement shall make the Consultant or its subcontractors an agent of Contractor for any purpose.
7. No Third Party Beneficiaries. Nothing in this Agreement shall confer any rights on any third persons as third party beneficiaries of this Agreement, and no one shall have any authority to enforce the terms of this Agreement except the parties signing this Agreement.
8. No Termination Except for Cause. Neither party shall have the right to terminate this Agreement except for cause amounting to a breach by the other party of one or more of its obligations or duties as set forth in this Agreement.
9. Entire Agreement. This Agreement as written constitutes the entire agreement of the parties with respect to the subject matter, and any prior negotiations, discussions or submissions are not part of this Agreement except if they are expressly included in the written terms of this Agreement.
10. Governing Law. This Agreement and the rights and obligations of the parties stated herein shall be interpreted under the law of the State of Maine.
11. Binding Agreement. This Agreement is binding upon the parties hereto and their respective successors and assigns.
12. Term of Agreement. The term of this Agreement shall commence on the date of this Agreement and shall continue until June 30, 2023 unless sooner terminated by the parties.
13. No Assignment. Neither party may assign this Agreement to any third party without the express written consent of the other party, which consent may be withheld in the other party's sole discretion.
14. Disputes. The parties shall attempt to mutually resolve any disputes that arise between them under this Agreement, but in the event that a mutual resolution of the dispute cannot be achieved, each party may pursue all available legal remedies.
15. Notice. In the event that any party to this Agreement needs to provide notice to any other party of any matter or occurrence related to this Agreement, said notice shall be sent by first class mail, return receipt requested, to each of the parties as follows:

To the Consultant:

Charles Buki, Principal
czbLLC
48 Front Street, Suite 201
Bath, ME 04530

To the Contractor:

Dan Santoro, Township Manager
Cranberry Township Manager's Office
2525 Rochester Road, Suite 400
Cranberry Township, PA 16066

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

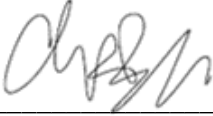
CONTRACTOR:

Cranberry Townshiop

By: _____
Dan Santoro
Township Manager

CONSULTANT:

czbLLC

By: _____

Charles Buki
President, czbLLC