



CONSULTING SERVICES AGREEMENT

I. The Parties. This Consulting Agreement ("Agreement") is made effective as of March 1, 2025, by and between a business entity known as **The Fatula Group, LLC** with a mailing address of 1809 Roberts St. Nanty Glo, Pennsylvania 15943 ("Consultant") and a business entity known as **Portage Area School District** with a mailing address of 84 Mountain Ave. Portage, PA 15946 ("Client").

II. Services. Consultant agrees to provide safety and security development and implementation (as outlined in the original Threat Preparedness Proposal) as provided to the entity Portage Area School District.

III. Term. The Services shall commence on the date of March 1, 2025, and end on the date of February 28, 2026.

IV. Payment. In consideration for the Services provided, the Consultant is to be paid a total of \$15,000.00. Payments will be made in June 2025, September 2025, December 2025, March 2026.

V. Payment Interval. Consultant shall be paid, in accordance with Section IV, to be paid as outlined, if there is any remaining balance at the end of the service dates, it shall be paid within thirty (30) days by the Client.

VI. Retainer. The Client is not required to pay a retainer as part of this Agreement.

~~**VII. Expenses.** The Client shall be responsible for paying for all "out-of-pocket" expenses of the Consultant as well as their internal expenses which includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions and/or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided by the Consultant. Client agrees to pay the Consultant within thirty (30) days of receiving notice of any expense directly associated with the Services. Upon request by the Client, the Consultant may have to show receipt(s) or proof(s) of purchase for said expense.~~



VIII. Termination Clause. The Consultant and Client may terminate this Agreement at any time with notice of at least (14) days.

IX. Return of Records. Upon termination of this Agreement, the Consultant shall deliver all records, notes, and data of any nature that are in Consultant's possession or under the Consultant's control and that are of the Client's property or relate to Client's business.

X. Disputes. If any dispute arises under this Agreement, the Consultant and the Client shall negotiate in good faith to settle such dispute. If the parties cannot resolve such dispute themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. If the parties cannot agree with any mediator or if either party does not wish to abide by any decision of the mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator, or the American Arbitration Association (AAA). The costs of the arbitration proceedings shall be borne according to the decision of the arbitrator, who may apportion costs equally or in accordance with any finding of fault or lack of good faith of either party. If either party does not wish to abide by and decision of the arbitrator, they shall submit the dispute to litigation. The authority for any dispute shall be administered and decided upon by the Client.

XI. Liability Insurance. The Consultant agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Consultant agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability. In addition, the Consultant shall be required to have liability insurance equal to a single limit of \$1,000,000.00.

XII. Legal Notice. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in-person or deposited in the United States Postal Service via Certified Mail with return receipt.

XIII. Waiver of Contractual Right. The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to



subsequently enforce and compel strict compliance with every provision of this Agreement.

XIV. Independent Contractor Status. The Consultant, under the code of the Internal Revenue, is an independent contractor and neither the Consultant's employees nor contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Consultant agrees and represents:

(a) Consultant has the right to perform Services for others during the term of this Agreement.

(b) Consultant has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed; Consultant shall select the routes taken, starting, and ending times, days of work, and order the work that performed.

(c) Consultant has the right to hire assistant(s) as subcontractors or the use employees to provide the Services under this Agreement.

(d) Neither Consultant nor the Consultant's employees or personnel shall be required to wear any uniforms provided by the Client (unless agreed upon by Consultant and Client).

(e) The Services required by the Agreement shall be performed by the Consultant, Consultant's employees, or personnel.

(f) Neither the Consultant nor the Consultant's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the Services required by this Agreement; and

(g) Neither the Consultant nor the Consultant's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

XV. State and Federal Licenses. The Consultant represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring licenses, permits, and certificates necessary to perform the Services under this Agreement.



XVI. Payment of Taxes. Under this Agreement, the Client shall not be responsible for;

(a) Withholding FICA, Medicare, Social Security, or any other Federal or State withholding taxes from the Consultant's payments to employees or personnel or make payments on behalf of the Consultant;

(b) Making Federal and/or State unemployment compensation contributions on the Consultant's behalf; and

(c) Making payments of taxes incurred while performing the Services under this Agreement, including all applicable income taxes and if the Consultant is not a business entity, all applicable self-employment taxes. Upon demand, the Consultant shall provide the Client with proof that such payments have been made.

XVII. Employees Compensation. The Consultant shall be solely responsible for the following;

(a) Employee Benefits. The Consultant understands and agrees that they are solely responsible and shall be liable to all benefits that are provided to their employees including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

(b) Unemployment Compensation. The Consultant shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Consultant themselves shall not be entitled to unemployment compensation with the Services performed under this Agreement.

(c) Workers' Compensation. The Consultant shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Consultant hires employees to perform any work under this Agreement, the Consultant agrees to grant workers' compensation coverage to the extent required by law.

XVIII. Indemnity. Consultant shall release, defend, indemnify, and hold harmless the Client and its officers, agents, and employees from all suites, actions, or claims of any character, name, or description including reasonable attorney fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, person, or property, arising out of services provided under this Agreement or Consultant's failure to perform or comply with any requirements



of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary rights. Client reserves the right to retain whatever funds which would be due to the Consultant under this Agreement until such suits, and actions, claim or claims for injuries or damages as previously mentioned shall have been settled and satisfactory evidence to that effect furnished.

XIX. Confidentiality & Proprietary Information. The Consultant acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Consultant for the Consultant to perform their duties under this Agreement. The Consultant acknowledges that disclosure to a (3RD) party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior

written permission except to the extent necessary to perform the Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

1. The written, printed, graphic, or electronically recorded materials furnished by the Client for Consultant use.
2. Any written or tangible information stamped "confidential," "proprietary," or with similar legend, or any information that the Client makes reasonable efforts to maintain the secrecy of, business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, knowledge and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; and
3. Information belonging to customers and suppliers of the Client about whom the Consultant gained knowledge because of the Consultant's Services to the Client.

Upon termination of the Consultant's Services to the Client, or at the Client's request, the Consultant shall return any materials to the Client in the Consultant's possession relating to the Client's business. The Consultant acknowledges any breach or threatened breach of confidentiality under this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be



entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

Furthermore, proprietary information, under this Agreement shall include:

- a. Consultant hereby assigns to the Client all right, title, and interest, in all photographic images and videos or audio recordings made by the Client during Consultant's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and
- b. The Client will be entitled to use the Consultant's name and/or likeness in advertising in any other materials.

XX. Assignment and Delegation. The Consultant may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Consultant recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with the work performed.

The Consultant shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with this section. If any such information is shared by the Subcontractor to third (3rd) parties, the Consultant shall be made liable.

XXI. Governing Law. This Agreement shall be governed under the laws in the State of Pennsylvania.

XXII. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus limiting the effect of another provision or section. In such a case, the affected provision or section shall be enforced as so limited.

XXIII. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Consultant. This Agreement may be



modified or amended if the amendment is made in writing and signed by both parties.

Consultant Signature:

Bubba Fatula

*Bubba Fatula
Owner/President
The Fatula Group, LLC.*

Date: 3/1/25

Client's Signature:

Client's Title:

Date: