



## AGREEMENT

**Delaware Alliance for Nonprofit Advancement**

**And**

**Chanta Wilkinson**

*This Agreement (together with the exhibits attached hereto, the "Agreement") is made and entered into as of the 2024-05-16 (the "Effective Date") by and between:*

***The Delaware Alliance for Nonprofit Advancement, Inc.*** located at 100 W. 10<sup>th</sup> St., Suite 1012, Wilmington, DE 19801 (herein referred as "DANA").

*And*

Chanta Wilkinson, located at, 16383 Snook Court, Lewes, DE 19958 (herein referred to as the "Consultant").

WHEREAS, CAMP Rehoboth (herein referred to as "CR")services through DANA in order to help improve its practices and has entered, or will enter, into an agreement with DANA pursuant to which DANA, or a third-party contractor chosen by DANA will perform such consulting services;

WHEREAS, DANA seeks to retain Consultant to perform such consulting services for CR and Consultant wishes to provide such consulting services to CR as set forth herein. DANA and Consultant are each individually referred to herein as a "party" and are collectively referred to as the "parties."

In consideration of the mutual promises herein contained and intending to be legally bound hereby, DANA and Consultant agree as follows:

1. **Scope of Work.** Beginning on the Effective Date and continuing for the Term (as defined below), Consultant will provide such services (the "Services") for SN as described in detail in Exhibit A.

During the Term, Consultant will perform the Services at DANA's office at 100 W. 10<sup>th</sup> Street, Suite 110, Wilmington, DE 19801, at any of CR's offices in the state of Delaware, or at such other locations as may be agreed upon by CR, DANA and the Consultant.

Both parties acknowledge and agree that the task-specific time allocations and compensation described in Exhibits A and B to this Agreement (the "Attachments") are good-faith estimates and that one or more

modifications may be made to accommodate unforeseen conditions, provided such modifications are agreed to by the parties in writing.

Modest changes within the overall timetable, but not more than a ten-day variation in the performance of each task, may be made without formal amendment to this Agreement, provided that all of the Services are completed on or before the End Date (as defined below).

DANA and Consultant may mutually agree to modify the Services and/or the compensation to be paid for such Services pursuant to Section 2 of this Agreement from time to time, provided that the parties may only make such modifications by amending this Agreement pursuant to a written agreement signed by both parties.

Notwithstanding the foregoing, this Agreement, and all duties and obligations herein, are personal in nature, and Consultant may not assign this Agreement or any interests herein, or delegate any of its duties hereunder, to any third party without DANA's prior written consent, which consent is within DANA's sole discretion to grant or withhold. Any attempted assignment without such consent will be null and void.

2. **Payment For Services.** DANA will pay Consultant a total of \$1,625.00 for the Services. Attached hereto as Exhibit B and incorporated herein by reference is the compensation schedule for the Services. DANA will pay Consultant electronically via Bill.com according to the payment schedule in Exhibit B in U.S. dollars to:

Notwithstanding anything to the contrary in this Agreement, if the End Date is reached without an earlier termination of this Agreement and the Services have not been completed by Consultant, then Consultant acknowledges that any additional payments Consultant will receive under this Agreement will be in accordance with any amendment to this Agreement, mutually agreed upon by the parties in writing, which amendment shall update the payment amounts under this Agreement and the compensation schedule set forth in Exhibit B.

3. **Term.** This Agreement will commence on the Effective Date and expire on 7/31/2024 (the "End Date" and such period of time from the Effective Date to the End Date, as may be extended pursuant to this Section 3, the "Term"), unless otherwise terminated pursuant to Section 15 of this Agreement or if the Term is otherwise extended by written agreement of the parties.
4. **Supervision and Reporting.** Consultant shall provide regular updates to DANA's Vice President of Consulting on all contractual matters related to this Agreement on a bi-weekly basis.
5. **Independent Contractor.** Consultant acknowledges and agrees that it, and any team member, employee, or third-party contractor of Consultant, is acting under this Agreement solely as an independent contractor, and nothing herein shall be construed to be inconsistent with such relationship or status. Consultant is retained by DANA only for the purposes and to the extent set forth in this Agreement for the performance of the Services. Consultant is not required to provide services exclusively to DANA or SN and Consultant is free to undertake other engagements with other entities, inasmuch as such engagements do not conflict with the terms of this Agreement. Consultant shall be solely responsible for the performance of the Services, and, subject to the terms of this Agreement, shall have sole discretion and control to determine the method, details and means of performing the Services, subject to the specifications and limitations of DANA. Consultant, and any team member, employee, or third-party contractor of DANA, will not be deemed an employee, agent, partner or joint venturer of DANA or CR for any purpose whatsoever, and will have no authority to bind or act on behalf of DANA or CR. This Agreement will not entitle Consultant, or any team

member, employee, or third-party contractor of Consultant, to participate in any benefits available to employees of DANA or CR, including, without limitation, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans, and the like.

Consultant will be solely and exclusively responsible for, and agrees to comply with, all obligations under federal and state tax laws for payment of taxes and, if applicable, self-employment tax, with respect to any fees Consultant receives for performance of the Services, and Consultant agrees to defend, indemnify and hold DANA harmless from and against any and all liability resulting from any failure to do so. Consultant agrees that during the Term, Consultant shall provide and maintain in effect the types and minimum amounts of insurance required by the applicable government of the jurisdiction where the Services are primarily performed. When required by DANA, Consultant will furnish certificates of insurance as evidence of the above-required policies.

6. **Conflict of Interest.** The parties represent that no conflict of interest arises as a result of this Agreement. To the extent such conflict arises, the parties agree to use their best efforts to resolve the conflict or agree that this Agreement shall be terminated.
7. **Retention of Property.** Consultant acknowledges that during the course of providing the Services under this Agreement, DANA (or contractors working for DANA) will provide Consultant with copyrighted material, or such other intellectual or proprietary property (including but not limited to patents, trademarks or licensed materials) owned by DANA or CR. Consultant agrees the foregoing materials or their contents shall not become property of Consultant under this Agreement. Without limiting the application of any of the provisions of Section 9 of this Agreement, Consultant expressly agrees to cooperate with DANA and CR in the protection and use of such material, and further agrees to comply with all applicable law regarding the use of such material. Further, Consultant agrees to indemnify, defend, and hold harmless DANA and CR, and its and their respective officers, directors, employees, agents, successors, and assigns, from and against any and all damages (including without limitation, reasonable attorney's fees) which may arise, in whole or in part, out of a breach by Consultant of its obligations under this Section 7.
8. **Confidentiality.** In the course of fulfilling its obligations hereunder, either party hereto will likely need to disclose information to the other party that is proprietary and/or confidential (the party receiving such information, the "Receiving Party"). The Receiving Party (whether it is Consultant or DANA that receives the confidential information) agrees to keep such information private and confidential and shall not disclose such information to any person or third party, except as necessary to fulfill the obligations under this Agreement. Such information may be in any form, including but not limited to oral, written, or documentary. Any such information deemed confidential must be identified as such when such information is shared by a party (the "Disclosing Party") with either of the parties to this Agreement or CR. This Section 8 does not include as "confidential" any information that: (a) is already known to the Receiving Party as evidenced by prior documentation; or (b) is or becomes publicly known through no wrongful act of the Receiving Party; or (c) is rightfully received by the Receiving Party from a third party without restriction and without breach of this Agreement or any other agreement; or (d) is approved for release by written authorization of the Disclosing Party.

Additionally, in the course of fulfilling its obligations hereunder, Consultant will likely receive confidential information from CR and agrees to keep such information private and confidential and shall not disclose such information to any person or third party (other than DANA), except as necessary to fulfill the obligations under this Agreement. Such information may be oral, written, or documentary. Any such information deemed confidential will be identified by CR as such when such information is shared. This Section 8 does not

include as “confidential” any information that: (a) is already known to the Consultant as evidenced by prior documentation; or (b) is or becomes publicly known through no wrongful act of the Consultant; or (c) is rightfully received by the Consultant from a third party without restriction and without breach of this Agreement or any other agreement; or (d) is approved for release by written authorization of CR.

Consultant also agrees that all correspondence with CR in connection with the provision of the Services, and all information designated as confidential by SN and received by the Consultant in the course of providing the Services, will be maintained and held in strictest confidence and will only be shared with CR’s [Executive Director, Staff Participants, Board President and Board alone], unless specifically requested and/or approved in writing by CR’s Responsible Officer or governing body. For purposes of this Agreement, the “Responsible Officer” of SN shall be the chief executive officer or president of SN or such other officer as SN may from time to time designate as the Responsible Officer by providing written notice of such designation to DANA and the Consultant.

Additionally, matters related to compensation (Section 2 above and Exhibit B) in or attached to this Agreement are to be considered confidential and made available only to DANA, the Consultant and appropriate tax authorities.

9. **Return of DANA and SN Documents and Property.** Upon the expiration of the Term, except as otherwise agreed to in writing by DANA, Consultant shall return or destroy all records, documents, proposals, notes, lists, files and any and all other materials including, without limitation, computerized and/or electronic information, that refers, relates or otherwise pertains to DANA or CR, and/or each of their respective officers, directors, equity holders, agents, employees, and successors or assigns, and any and all business dealings of said persons and entities (the “Documents”), to DANA or CR, as applicable, by personally delivering the Documents to the offices of DANA or CR, as applicable, or, in the case of the destruction of such Documents, a certification as to such Documents having been destroyed in accordance with this Section 9. In addition, upon the expiration of the Term, Consultant shall return to DANA and CR, as applicable, all property and equipment provided by DANA or CR during the Term or that Consultant otherwise then-possesses (the “Property”) by personally delivering the Property to the offices of DANA or SN, as applicable. At the end of the Term, except as otherwise agreed to in writing by DANA and CR, Consultant shall not retain any copies or duplicates of any of the Documents, nor shall Consultant retain any Property.
10. **Cooperation.** Consultant acknowledges and agrees that Services provided under this Agreement require the good faith participation of CR. Consultant agrees to inform DANA in a timely fashion if it believes CR is not fully participating in and/or accepting the Services provided hereunder, including by not complying with any reasonable requests of Consultant.
11. **Force Majeure.** Consultant and DANA shall not be liable for any delays or failures in performance due to circumstances beyond their reasonable control, including, but not limited, to the non-compliance of CR with its responsibilities for participation in the Services described in Exhibit A.
12. **Compliance.** In the performance of the Services, Consultant will comply with all applicable federal, state, and local laws, regulations, and guidelines. The Consultant will also comply with DANA’s policies and procedures when on DANA’s premises and with SN’s policies and procedures when on SN’s premises.
13. **Representation and Warranty.** Consultant represents and warrants that the terms of this Agreement, including the Attachments, are not inconsistent with any other contractual or legal obligations that Consultant may have, or with the policies of any institution or company with which Consultant is associated. Further, Consultant hereby represents and warrants to DANA that:

- I. Consultant has been duly incorporated or organized, is validly existing and in good standing under the jurisdiction of its formation or incorporation;
  - II. Consultant has the full legal right, power and authority to enter into and perform this Agreement;
  - III. the execution and delivery by Consultant of this Agreement, and the performance by Consultant of its obligations hereunder, have been duly authorized by the requisite action on the part of Consultant; and
  - IV. no authorization, consent, approval or order of any governmental or administrative body is required to be obtained by Consultant in connection with the execution and delivery by Consultant of this Agreement, or the performance by Consultant of its obligations hereunder.
14. **Indemnification.** Consultant agrees to indemnify, defend, and hold harmless DANA, its officers, directors, employees, agents, successors, and assigns, from any allegations, claims, demands, causes of action or litigation including, but not limited to, all damages, costs and reasonable attorneys' fees, which may arise or be incurred allegedly, in whole or in part, because of Consultant's negligence or willful misconduct in performing the Services. DANA agrees to indemnify, defend and hold harmless Consultant from any allegations, claims, demands, causes of action or litigation including, but not limited to, all damages, costs and reasonable attorneys' fees, which may arise or be incurred because of DANA's negligence or willful misconduct in performing its obligations under this Agreement.
15. **Termination.**
- a. This Agreement shall automatically and without action of any of the parties terminate upon completion of the Term.
  - b. This Agreement may be terminated at any time by mutual consent in writing of the parties hereto.
  - c. This Agreement may be terminated by Consultant if DANA fails to pay any invoice on a timely basis in accordance with Section 2 of this Agreement and provided that Consultant has sent DANA a written thirty-day notice of termination of this Agreement, and DANA fails to cure this default within 30 days thereafter. This Agreement may be terminated by DANA if Consultant fails to perform the Services on a timely basis and provided DANA has sent Consultant a written thirty-day notice of termination of this Agreement, and Consultant fails to cure this default within 30 days thereafter.
  - d. DANA may terminate this Agreement and Consultant's services at any time if (i) Consultant engages in misconduct or any fraudulent or dishonest act against DANA or CR or in connection with providing Services to DANA or CR, as applicable, or (ii) Consultant violates any applicable law that disqualifies Consultant from being able to provide the Services to DANA or CR, as applicable.
  - e. Termination of this Agreement under any provision of this Section 15 shall not terminate the obligations of Consultant specified in Sections 7, 8, 9, 14, 18, 19, 20 and 21 of this Agreement, all of which shall survive the termination of this Agreement. If this Agreement is terminated prior to the completion of the Term, DANA shall pay Consultant only for Services rendered prior to the effective date of the termination of this Agreement.
16. **Waiver.** Waiver of any one provision of this Agreement will not be deemed to be a waiver of any other provision.

17. **Severability.** Each provision of this Agreement will be considered separable. If for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity will not impair the operation of or affect the remaining provisions of this Agreement.
18. **Third-Party Rights.** Except as otherwise expressly provided in this Section 18, nothing in this Agreement, express or implied, is intended to or will create or be deemed to create any third-party beneficiary rights or any other rights (whether legal or equitable), benefits or remedies of any nature in any person or entity not party to this Agreement. CR is an intended third-party beneficiary of Sections 7, 8 and 9 of this Agreement.
19. **Arbitration.**
- a. The parties hereto agree that any dispute or controversy arising out of, relating to, or in connection with this Agreement or the transactions contemplated hereby (a "Dispute") shall be arbitrated pursuant to the Delaware Rapid Arbitration Act, 10 Del. C § 5801, et seq. (the "DRAA"). The parties agree to take all steps necessary or advisable to submit any Dispute that cannot be resolved by the parties for arbitration under the DRAA (the "Arbitration") in accordance with this Section 19, and each party represents and warrants that it is not a "consumer" as such term is defined in 6 Del. C. § 2731. By executing this Agreement, (i) each party hereby waives, and acknowledges and agrees that it shall be deemed to have waived, any objection to the application of the procedures set forth in the DRAA, (ii) consents to the procedures set forth in the DRAA, and (iii) acknowledges and agrees that it has chosen freely to waive the matters set forth in subsections (b) and (c) of Section 5803 of the DRAA. In connection therewith, each party understands and agrees that it shall raise no objection to the submission of the Dispute to Arbitration in accordance with this Section 19 and that it waives any right to lay claim to jurisdiction in any venue and any and all rights to have the Dispute decided by a jury.
  - b. The Arbitration shall be conducted in accordance with the Delaware Rapid Arbitration Rules (the "Rules"), as published by the Delaware Supreme Court and as such Rules may be amended or changed from time to time; provided that the parties may agree to depart from the Rules by (i) adopting new or different rules to govern the Arbitration or (ii) modifying or rejecting the application of certain of the Rules. To be effective, any departure from the Rules shall require the consent of the Arbitrator and shall be in writing and signed by an authorized representative of each such party.
  - c. The Arbitration shall take place in Wilmington, Delaware, or such other location as the parties and the Arbitrator may agree.
  - d. The Arbitration shall be presided over by one arbitrator (the "Arbitrator") who shall be selected by a mutual agreement of the parties. In the event that the parties are unable to agree up on the identity of the Arbitrator within forty-five (45) days of the commencement of the Arbitration, or the Arbitrator is unable or unwilling to serve, then either party may file a petition with the Court of Chancery pursuant to Section 5805 of the DRAA.
  - e. Each of the parties shall, subject to such limitations as the Arbitrator may prescribe, be entitled to collect documents and testimony from each other party, and the Arbitrator shall have the power to administer oaths and compel the production of witnesses and documents; provided that, the parties may agree to forego the processes described in this Section 19(e) by executing an agreement in writing expressly waiving the rights provided under this Section 19(e).

- f. The Arbitrator shall conduct the hearing, administer oaths, and make such rulings as are appropriate to the conduct of the proceedings. The Arbitrator shall allow each of the parties an opportunity to present evidence and witnesses and to cross examine witnesses presented by the opposing party; provided that, the parties may agree to forego the processes described in this Section 19(f) by executing an agreement in writing expressly waiving their respective rights provided under this Section 19(f).
- g. The arbitral award (the "Award") shall (i) be rendered within 120 days after the Arbitrator's acceptance of his or her appointment; (ii) be delivered in writing; (iii) state the reasons for the Award; and (iv) be accompanied by a form of judgment. The Award shall be deemed an award of the United States, the relationship between the parties shall be deemed commercial in nature, and any Dispute arbitrated pursuant to this Section 19 shall be deemed commercial. The Arbitrator shall have the authority to grant any equitable or legal remedies, including, without limitation, entering preliminary or permanent injunctive relief; provided, however, that the Arbitrator shall not have the authority to award (and the parties waive the right to seek an award of) punitive or exemplary damages.
- h. The parties hereto agree that, subject to any non-waivable disclosure obligations under federal law, the Arbitration, and all matters relating thereto or arising thereunder, including, without limitation, the existence of the Dispute, the Arbitration and all of its elements (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, if applicable, including any discovery obtained pursuant thereto, and any decision of the Arbitrator or Award), shall be kept strictly confidential, and each party hereby agrees that such information shall not be disclosed beyond: (i) the Arbitrator and necessary support personnel; (ii) the participants in the Arbitration; (iii) those assisting the parties in the preparation or presentation of the Arbitration; and (iv) other employees or agents of the parties with a need to know such information. In all events, the parties and any third parties participating in the Arbitration proceedings shall treat information pertaining to the Arbitration with the same care that they treat their most valuable proprietary secrets. In the event that federal law imposes upon either party an obligation to disclose the fact of the Arbitration or the nature of the claims or counterclaims asserted, such party(-ies) shall disclose no more than the minimum information required by law after first consulting with and attempting in good faith to reach agreement with the opposing party(-ies) regarding the scope and content of any such required disclosure.
- i. Except as otherwise provided in Section 2 of this Agreement, each party hereto shall bear its own legal fees and costs in connection with the Arbitration; provided, however, that each such party shall pay one-half of any filing fees, fees and expenses of the Arbitrator or other similar costs incurred by the parties in connection with the prosecution of the Arbitration.
- j. Notwithstanding any provisions of this Agreement, or any statute protecting the confidentiality of the Arbitration and proceedings taken in connection therewith, in the event that either party in the Arbitration (the "Respondent") is required to defend himself, herself or itself in response to later proceedings instituted by the other in any court, relating to matters decided in the Arbitration, such party shall be relieved of any obligation to hold confidential the Arbitration and its proceedings in order to submit, confidentially if and to the extent possible, sufficient information to such court to allow it to determine whether the doctrines of res judicata, collateral estoppel, bar by judgment, or other, similar doctrines apply to such subsequent proceedings.

- k. Notwithstanding anything to the contrary set forth in this Section 19, if any amendment to the DRAA is enacted after the date of this Agreement, and such amendment would render any provision of this Section 19 unenforceable thereunder, such provision shall be excluded and the remaining provisions of this Section 19 shall be enforced to the fullest extent permitted by law.
  - l. Any challenge to the final award of the Arbitrator shall be brought before the Supreme Court of the State of Delaware within the time frame provided in the DRAA, and pursuant to the rules of such Court.
20. **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws. Subject to the Arbitration provisions of this Agreement, any legal action or proceeding brought under this Agreement or in any other way arising out of or in relation to this Agreement will be brought exclusively in either the state or federal courts located in Delaware. The parties hereto (i) irrevocably submit to the exclusive jurisdiction and venue of said courts in any such action or proceeding and hereby waive any and all objections to the personal jurisdiction and venue of said courts, and (ii) waive any right to a jury trial for any claim or cause of action based upon or arising out of or in connection with this Agreement.
21. **Entire Agreement.** This Agreement, including the Attachments, which are incorporated herein, constitutes the entire agreement between DANA and Consultant with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof.
22. **Counterparts.** This Agreement may be executed in counterparts and by facsimile signature, each of which will be deemed an original, and all of which will together constitute one and the same instrument. For the avoidance of doubt a party's execution and delivery of this Agreement by electronic signature and electronic transmission, including via DocuSign or other similar method, shall constitute the execution and delivery of a counterpart of this Agreement.

The parties hereto have executed this Service Agreement as of the day and year first above written:

**For the Delaware Alliance for Nonprofit Advancement:**

**For Name of Consultant:**

*Earl Sissell*

*Chanta Wilkinson*

Earl Sissell  
 Vice President of Consulting  
 Delaware Alliance for Nonprofit Advancement

Chanta Wilkinson  
 Consultant

2024-05-16

2024-05-16

Date

Date



## Attachment 1

### **Exhibit A: Project Description**

Summary: will provide consulting services to CR...

Scope of Work is attached.

### **Exhibit B: Compensation Schedule**

DANA will pay Chanta Wilkinson \$1,625.00 for the delivery of Services outlined in Exhibit A. The payment schedule below represents the total compensation to be paid to Consultant and the timeframe upon which invoices will be delivered by Consultant to DANA.

<b>Date</b>	<b>Amount Due</b>
Upon Contract Signing	\$800.00
Date (30 <sup>th</sup> of the month)	0.00
Date (30 <sup>th</sup> of the month)	0.00
Upon Completion of engagement Target date 7/31/2024	\$825.00
<b>Total</b>	<b>\$1,625.00</b>





# Signature Certificate

Reference number: T93VP-9DYGE-FPDBA-SI5GE

## Signer

## Timestamp

## Signature

### Earl Sissell

Email: [esissell@delawarenonprofit.org](mailto:esissell@delawarenonprofit.org)

Sent:

16 May 2024 16:42:20 UTC

Signed:

16 May 2024 16:42:21 UTC



IP address: 108.36.95.186

Location: Media, United States

### Chanta Wilkinson

Email: [chanta@wilkinsonconsultingllc.com](mailto:chanta@wilkinsonconsultingllc.com)

Sent:

16 May 2024 16:42:20 UTC

Viewed:

16 May 2024 19:40:33 UTC

Signed:

16 May 2024 19:40:58 UTC



IP address: 73.128.150.238

Location: Lewes, United States

### Recipient Verification:

✓ Email verified

16 May 2024 19:40:33 UTC

Document completed by all parties on:

16 May 2024 19:40:58 UTC

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