

AGREEMENT
July 1, 2021 to June 30, 2024

Made as of April 18, 2021, this Agreement is by and between the Pennsylvania State Association of Township Commissioners (PSATC) an unincorporated association organized under the authority of the First Class Township Code, 53 P.S. 5501, et. seq. and the Pennsylvania Municipal League (PML) a Pennsylvania Non-profit Corporation.

That, and in consideration of the premises and mutual promises and agreements hereinafter set forth, the parties hereto agree as follows:

Nature and Scope of the Agreement. PML will provide administrative, legislative and lobbying services at the State level to assist PSATC as follows in developing a legislative agenda:

1. Executive Services

- a) PML will seek to implement legislative policy as directed by the PSATC Executive Committee.
- b) PML will respond to PSATC member inquires on legislative matters impacting first class townships.
- c) PML will maintain a legislative status report which shall be presented to the PSATC Executive Committee on all legislation on which PSATC has taken a position.
- d) PML will represent PSATC at meetings of the Pennsylvania Local Government Conference, the Pennsylvania Local Government Commission and the Municipal Advisory Committee of the Pennsylvania Department of Transportation. PSATC agrees to reimburse PML the cost of any additional annual dues for membership in the Local Government Conference.
- e) PML will maintain and distribute, as necessary, the PSATC Executive Committee Handbook.

2. Legislative Services

- a) PML will represent the interests and positions of PSATC before the General Assembly and appropriate committees of the General Assembly which shall include attendance at committee meetings and public hearings on issues impacting first class townships.

- b) PML will represent the interests and positions of PSATC before state agencies and the administration on an as needed basis.
- c) PML will represent the interests and positions of PSATC via correspondence with the Pennsylvania Congressional Delegation on federal issues impacting first class townships.
- d) PML will review and analyze all state legislation impacting first class townships as well as develop testimony when necessary and report on same at meetings of the PSATC Executive Committee and annually at the PSATC educational conference.
- e) PML will develop a Legislative Contact in each member township.
- f) PML will develop and maintain a Legislative section as part of the Executive Committee Handbook.
- g) PML, as directed by the President, will organize legislative leadership/committee chair meetings and administrate Legislative Reception(s) and Breakfast(s).
- h) PML will provide free access through the PML's electronic on-line website on legislative activities.
- i) PML will design and publish PSATC Legislative Priorities Handout.
- j) PML agrees to be available upon reasonable request to meet with the Executive Committee in order to perform the responsibilities assigned. And to attend meetings, represent the interests of PSATC, and act as liaison between PSATC and all branches, departments and agencies of the State government.
- k) PML will work collaboratively with the PSATC Executive Board and Officers and designate staff to represent PSATC's best interests before the PA General Assembly and PA Administration.
- l) PML and PSATC will discuss and mutually agree upon an appropriate course of action prior to any advocacy at the Federal level on behalf of PSATC.

3. **Research and Inquiry**

- a) PML will respond to PSATC member inquiries on township problems and operations utilizing existing PML resources and ordinance files.
- b) PML will not respond to inquiries requiring legal opinions and interpretations.

- c) PML will provide and maintain a PSATC webpage with information about the Association.
- d) PML, upon request from a member, will conduct survey(s) regarding salary and benefits information and report same to the requesting township.

4. **Office Management**

- a) PML will maintain a database with available contact information for all elected officials and secretary/managers of all PSATC member townships.
- b) Upon request, PML will provide the annual educational conference committee with two (2) complete sets of mailing labels on an annual basis. Additional mailing labels will be provided as requested by the Annual Educational Conference Committee Chairperson. PML will also provide its sponsor list upon request.
- c) PML will maintain a dedicated phone line (717) 232-6540 and a dedicated incoming 800 line for use by PSATC members during normal business hours of PML. All charges for 800 service shall be reimbursed to PML by PSATC.
- d) PML will maintain PSATC stationery and provide same for use as directed by the PSATC President.
- e) PML will maintain a PSATC mailing address at the office of PML for incoming and outgoing mail.
- f) PML will maintain a complete list of the PSATC Executive Committee and provide copies to committee members.
- g) PML will provide copies of the Constitution and By-Laws to members of the PSATC Executive Committee upon request. Such Constitution and By-laws and any changes thereto, shall be maintained by PML.
- h) PML will provide all office equipment of PML for utilization for all mailings, copies and postage specifically required by this agreement.
- i) Upon request, PML will facilitate the process of developing membership promotional materials with an outside vendor.
- j) PML will copy and mail the minutes of executive committee meetings prepared in final form by the PSATC Secretary/Treasurer with the PSATC status report to the PSATC Executive Committee.

5. **Publications**

- a) PML will provide PSATC with an insert not to exceed four (4) typeset pages in the PML's magazine and prominently list the association title and logo on the table of contents page. PSATC is responsible for content. PML will provide each PSATC President with the magazine publication schedule. PML will mail three editions of its magazine annually to each Commissioner and the Secretary/Manager of each PSATC member township.
- b) PML will plan, develop, compile, and provide a bi-annual *PSATC Membership Directory* to each PSATC member township.
- c) PML shall retain the rights to sell, at rates determined exclusively by PML, additional copies of any of the above publications.
- d) PML will provide monthly editions of the e-newsletter *The Legislative Locator* to each Commissioner and the Secretary/Manager of each PSATC member township.

6. **Advertising/Associate Membership**

- a) PML will offer prospective members a PSATC Associate Membership for an additional cost (dual associate membership) as determined by PML. PSATC will receive 50% of revenue received from a dual associate membership.

7. **Regional Meetings**

- a) PML will attend and present a Legislative Report at PSATC Regional Meetings upon the timely request of the President of the Regional Association (Central, East and West).

8. **Staff**

- a) PML will provide staffing for contracted services to PSATC in the following positions: Secretariat, Executive Director; Deputy Executive Director, Director of Finance; Director of Governmental Affairs, and Governmental Affairs Representative. At the onset of this agreement, the professional staff members are as follows:

Richard Schuettler, Secretariat Executive Director

John Brenner, Executive Director Designate

Susan Helms, Director of Finance

Amy Sturges, Director of Governmental Affairs

Kaitlin Errickson, Governmental Affairs Representative

- b) PSATC recognizes that staff assignments and personnel are subject to change over the term of this agreement at PML's discretion.

9. **Financial Accounting Services**

PML will provide the following financial accounting services to PSATC:

- a) Computerized chart of accounts.
- b) Quarterly financial statements to Executive Committee.
- c) Records of all financial transactions, reconcile bank statements, coordinate investments and coordinate annual audit, including annual audit of annual conference.
- d) Accounts payable and receivable.
- e) PML will obtain market value of assessed property data from the STEB website and calculate membership dues based on PSATC's formula.
- f) Annual dues invoices processed and mailed to PSATC member townships, including one delinquency notice and report to Executive Committee. PML will work with the current PSATC president to develop a membership letter to accompany the annual dues invoice.
- g) PML shall provide all necessary financial accounting and administrative assistance in responding to IRS or other governmentally initiated audits or investigations related to the State Association. PML shall be additionally compensated for providing such assistance on the following basis:
 - (i) for financial accounting and administrative services related to future audits at an hourly rate of \$40.00/hour.

10. **Legislative Entertainment (Actual Expenses)**

- a) PML will entertain state elected and/or appointed officials to explain first class townships issues as necessary. A description of the function including attendees shall be provided to the PSATC President. The PSATC President and Secretary shall authorize any expenditure prior to the expenditure.

11. **Sponsorship/Endorsements**

- a) PML shall perform the marketing and endorsement services required under the Sponsoring Service Agreement and Sponsoring License Agreement as detailed in the contracts between PSATC and the Pennsylvania Local Government Investment Trust (PLGIT). In return for said services, PSATC agrees to pay PML a marketing fee of ten percent (10%) of the sponsorship fee

paid by PLGIT to PSATC. Said fee shall be deducted from the quarterly sponsorship fee paid PSATC by PLGIT.

- b) PML shall maintain the endorsement relationship with PSATC regarding the U•COMP Trust, the MEABT Trust and the PELRAS Labor Relations Advisory program.

12. **Workshop Sponsorships**

- a) PML will pay PSATC five dollars (\$5.00) per registrant whenever PSATC joins in a co-sponsorship of a PML workshop. The option to serve as a co-sponsor shall be at the discretion of PML. Subject to agreement by the PSATC President, PSATC may enter into a co-sponsorship arrangement with PML where the fee may be waived. Such workshops include the Newly Elected Officials Training and the Elected Officials Training.

13. **Conflict Resolution**

- a) In the event of a conflict of the philosophical positions of PSATC and PML concerning any legislation, proposed legislation or other matter which requires legislative representation on behalf of the parties, the parties will make reasonable efforts through meetings and discussions to resolve such conflict. If, in the opinion of the executive board of PSATC, the conflict cannot be resolved after reasonable effort, PSATC shall give written notice of same to PML which notice shall elect one of the following options:
 - (i) PSATC shall instruct PML to designate one of its staff to represent fully and without reservation the position and the desires of PSATC, in which case PML shall forthwith give PSATC written notice of the designation of the staff member chosen;

or

 - (ii) PSATC may retain representation from another source. If this option is chosen, then commencing with the date of such notice, the fees paid to PML by PSATC shall be reduced by mutual agreement until the conflict is resolved, either by passage, defeat or withdrawal of the legislation over which the conflict arose.

14. **Method of Payment**

- a) The annual fee to PML for the period of July 1, 2021, to June 30, 2022, shall be \$102,049 which shall be paid in monthly installments of \$8,504. In addition to the annual fee, PSATC agrees that it or its regional associations will provide lodging and meals for PML staff while in attendance at official functions.

- b) The annual fee shall be adjusted July 1, 2022, and July 1, 2023, by the greater of four (4%) percent or the Consumer Price Index for all urban consumers (CPI-U) for the most recent year available as of June 30 of the applicable renewal year.

15. Term

- a) The term of this agreement is July 1, 2021, to June 30, 2024.
- b) During the term of this agreement, termination shall occur only after written notice shall be provided, and shall not take effect for ninety (90) days following receipt thereof, during which time all existing payment conditions shall remain in effect.
- c) Such notice of termination must specify a material breach of this agreement. If the written notice specifies a material breach hereunder, any such breach may be cured within forty-five (45) days of receipt of the termination notice, and this agreement shall not be terminated on account of the alleged breach.
- d) In addition, the term of the agreement shall automatically renew for a three-year term unless either party, on or before January 1, 2024, notifies the other, in writing, of a desire to renegotiate or terminate the agreement effective July 1, 2024. In the event of an automatic three year renewal for the failure of either party to provide written notification of an intent to renegotiate or terminate, the base annual fee set forth in Section 14 b) above shall increase every year of the three year renewal term by the greater of four (4%) percent or the Consumer Price Index for all urban consumers (CPI-U) as measured for the previous 12 month period as of June 30.
- e) The time periods herein set forth for dispute resolution may be extended by the mutual agreement of the parties.

16. Limitations


- a) No officer or employee of PML shall be authorized to enter into any contract, oral or written on behalf of PSATC, or commit PSATC to the expenditure of any sum of money without the written consent of a duly-authorized officer of PSATC.
- b) PML is providing the services herein set forth as an independent contractor, and it is the intent of the parties that neither PML nor any of its agents, servants or employees shall be agents, servants or employees of PSATC for any purpose whatsoever.

17. Reports and Project Control

- a) PML shall provide quarterly status reports at the Executive Committee meetings on its activities and achievements as they relate to the goals and objectives set forth in the PSATC’s legislative priorities. Exhibit A will satisfy this requirement.
- b) PML shall provide a detailed written report on legislation affecting PSATC member townships. This report will be provided to the PSATC Executive Committee members at the Committee’s quarterly meetings.
- c) PML will share with PSATC pertinent information it holds as it relates to legislation impacting first class townships.

In Witness whereof, the parties hereto intending to be legally bound, hereby have set their hands and seals the dates indicated below.

PSATC


Nathan P. Silcox (Jun 28, 2021 12:53 EDT)
Nathan Silcox, President

Jun 28, 2021

Date

Attest:


Dean Villone (May 11, 2021 12:03 EDT)
Dean Villone Secretary

May 11, 2021

Date

PML


Richard J Schuettler (Apr 21, 2021 11:07 EDT)
Richard J. Schuettler, Executive Director

Apr 21, 2021

Date

Attest:


Amy C. Sturges (Apr 21, 2021 11:29 EDT)
Amy C. Sturges, Dir. of Governmental Affairs

Apr 21, 2021

Date











Final PML PSATC Contract July 1 2021 - June 30 2024

Final Audit Report

2021-06-28


Created:	2021-04-21
By:	Amanda Lane (alane@pml.org)
Status:	Signed
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