

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
MAINE TOWN, CITY AND COUNTY MANAGEMENT ASSOCIATION
AND
MAINE MUNICIPAL ASSOCIATION**

Maine Municipal Association, hereinafter MMA, agrees to provide to the **Maine Town, City and County Management Association**, hereinafter MTCMA, the administrative and clerical support services listed below. In addition, this agreement entitles MTCMA to use MMA's mailing address (60 Community Drive, Augusta, ME 04330) and telephone reception services in the execution of official MTCMA business. This agreement further entitles MTCMA to use MMA's internal meeting facilities and video conferencing platforms to conduct regular meetings of the MTCMA Board of Directors, when available and in accordance with the MMA Conference Room Policy and Administrative Guidelines (Section I, item A-10). MMA staff is available to support the MTCMA President and Membership during customary work hours which are defined as 8:00am-4:30pm EST Monday-Friday, excluding holidays observed by the MMA. MMA's Assistant Director of Educational Services is the designated MMA contact person responsible for providing services under this agreement.

I. General Administrative Services

A. Board Support

MMA shall:

1. Advise and report to the MTCMA President or the President's designated representative regarding all matters pertaining to the implementation of official MTCMA Board business as specified in the MTCMA By-Laws.
2. Maintain board lists and meeting schedules with assistance from the MTCMA President.
3. Format and compile agendas, financials, and miscellaneous meeting materials for the following (It shall be the responsibility of MTCMA to provide the relevant content material to MMA no later than (10) business days prior to the scheduled meeting date):
 - a. Four (4) regular meetings of the MTCMA Board of Directors
 - b. Annual business meeting
 - c. Board retreat, if requested(See section B for additional Meeting and Event Management details)
4. Make every effort to staff board and committee meetings, whether held in-person or virtually. Occasionally, in circumstances where conflicts, public health concerns or other obligations arise, it may not be possible to do so unless the meeting is rescheduled.
5. Prepare, maintain, and distribute minutes after each meeting of the MTCMA Board of Directors.
6. Support the following MTCMA Committees by attending and preparing for meetings:
 - a. Professional Development Committee (additional duties outlined in Section B)
 - b. Membership Committee (additional duties outlined in Section C)
 - c. Awards and Scholarship CommitteesAdditional duties for these committees include:
 - i. Announce nomination/application processes and deadlines.
 - ii. Compile nominations, organize and send them to the Committee for review.
 - iii. Contacting nominators, ordering award plaques, processing and sending scholarship and arranging for award presentations.

- d. Nominating Committee
 - Additional duties for this committee include:
 - i. Announce nomination/application processes and deadlines.
 - ii. Compile nominations, organize and send them to the Committee for review.
 - iii. Prepare, distribute, and tally ballots.
- 7. Assist in maintaining the MTCMA Administrative Guide/Resource Manual.
- 8. Prepare, reproduce, and distribute the MTCMA Annual Report from materials submitted to MMA from the MTCMA Board. The Annual Report will be provided to MTCMA members. Extra copies will be provided for distribution at the Annual Meeting. All materials to be included shall be submitted to MMA no later than 30 days prior to the Annual New England Management Institute.
- 9. Assist the MTCMA President with the annual renewal process for MTCMA's insurance policies.
- 10. Meeting/Event space will be based on availability and subject to the MMA Conference Room Policy adopted by the MMA Executive Committee and the Administrative Guidelines established by MMA Management. To determine availability and make a reservation, the MTCMA President should contact the Educational Services Department to coordinate.

B. Meeting and Event Management Services

MMA shall provide assistance to the MTCMA for planning and supporting their training events, whether they are held in-person (in accordance with ME public health guidelines), virtually or not at all. If MTCMA makes the decision to cancel an event, MMA will assist in the cancellation process. Events may include items in Section A, as well as the Annual Managers' Interchange, New England Management Institute, MTCMA Dinner at ICMA Conference and ME & NH Joint Training Workshop.

- 1. Meeting Facilities. MMA shall:
 - a. Obtain proposals from up to 3 meeting facilities suitable to accommodate the meeting.
 - b. Negotiate pricing with the selected facility on behalf of MTCMA.
 - c. Work with selected facility to make all necessary contractual and logistical arrangements.
 - d. Follow up with facility to ensure correct billing.
- 2. Speakers. MMA shall:
 - a. Correspond with selected speakers to confirm their participation, travel requirements and presentation requirements.
 - b. Generate and process paperwork to reimburse travel costs and pay speaker fees.
- 3. Meeting Materials and Support. MMA shall:
 - a. Design, distribute and market promotional materials for each event.
 - b. Provide online pre-registration process and confirmation services.
 - c. Generate and provide name badges, meeting signage, evaluation forms and other related meeting materials.
 - d. Provide one (1) MMA staff member for meeting management, including on-site registration for a fully in-person event or virtual hosting for a fully virtual event. At MMA's discretion, additional staff may be required for large capacity events or events with multiple vendors. Hybrid in-person/virtual events *will* require additional MMA

staff. See the hybrid fee/additional fee structure information (Section IV, B). Any staffing needs in addition to what has been agreed upon in this section, will be billed at an hourly rate of \$60.00.

- e. Respond to inquiries regarding registration and meeting details.
 - f. Provide workshop attendance counts upon request.
 - g. Tabulate and maintain event evaluation information and generate and provide certificates of attendance to participants following an event.
 - h. Process accounts payable and accounts receivable in accordance with MMA's financial practices.
4. Sponsorship Support. MMA shall:
 - a. Send invoices to sponsors as they commit.
 - b. Request logos, if necessary, and send them to webmaster to post on MTCMA website.
 - c. Communicate sponsor benefits and process complimentary registrations.
 5. The above duties (1-4) may vary if an event is held virtually.
 6. MTCMA shall:
 - a. Provide all event/meeting information to MMA no less than eight (8) weeks prior to the confirmed event/meeting date to ensure staffing and workflow planning of administrative staff. Information received with less than eight (8) weeks' notice may result in additional fees for service. MMA may also decline support services for the event/meeting if proper notice is not given. In the case of a requested venue change by MTCMA (e.g., in-person to virtual/hybrid; one in-person venue to another; etc.) after registration has opened for an event, MMA reserves the right to bill MTCMA at an hourly rate of \$60 to offset costs associated with editing registration, materials, notifying registrants, etc. If the venue change occurs within five business days of the event, MMA may bill MTCMA an administrative fee of \$150 in addition to the hourly charges to account for expedited service.
 - b. Coordinate all activity for an event/meeting through the MMA Assistant Director of Educational Services. If the MTCMA coordinates an activity without MMA staff involvement, MTCMA understands that this event/meeting will not be supported or attended by MMA staff nor will MMA keep records of this event/meeting in its tracking systems. In addition, MMA shall not be responsible for processing post event/meeting work, including, but not limited to, training records, invoicing, payment processing, evaluation summaries, etc. In the event that MMA staff agrees to provide post-event/meeting support, the additional time and expense will be billed according to Section (G) "Additional Services" of this agreement. MMA is not responsible for inaccuracy of records that have been provided by MTCMA for events/meetings at which MMA staff is not present or providing support services for.

C. Membership Services

Membership Applications, Renewals and Recruitment

1. MMA will provide the following new membership application processing services:
 - a. Email each newly appointed manager/administrator a letter of invitation to join MTCMA along with agreed upon membership materials.
 - b. When a membership application is received at MMA, MMA shall follow the current

- membership process of the MTCMA as indicated in the MTCMA Administrative Guide.
- c. Provide each new MTCMA member with new member materials and resources, including listserv information.
 2. Process membership renewals the last week in May and maintain member records.
 3. Send 2nd notice for membership dues.
 4. Maintain a supply of membership materials.
 5. Process dues payments.
 6. Respond to or field inquiries regarding general membership.
 7. Provide monthly membership list to President and Membership chair (paid only list and pay status list) and send to webmaster to post on MTCMA website.
 8. Provide Interested in Committee list to Board of Directors upon request.
 9. Provide list of members to the membership committee to review for renewals prior to March Board of Directors meeting.
 10. Maintain MTCMA Certification Program records and process new certification applications according to the policy as indicated in the MTCMA Administrative Guide. Maintain Master Certification Credits List and master list of certified members.
 11. Newsletters: It shall be the responsibility of the MTCMA Communications Committee to draft quarterly e-newsletters using MailChimp. The Communications Committee will provide articles for the MTCMA website to the MMA Resource Center to publish. MMA will also assist in editing the e-newsletters and updating and maintaining the membership email audience list within MailChimp.

D. Website & Listserv Services

MMA shall:

1. Manage and maintain, on MTCMA's behalf, the association's website utilizing MMA's web platform.
2. Register MTCMA's domain name and maintain the domain name contract and payments, including the provision of IP addresses and space on both primary and secondary Domain Name Servers, with a third-party service provider.
3. Install and update the premium version of the Wordfence plugin, to provide additional security for the website.
4. Update content on MTCMA website upon request.

Note: Content changes are defined as any change on the website that does not require any technical code work to the website. This agreement, and the annual hosting fee, includes content changes only. Any design or code changes are billed separately at the rate of \$75.00/hour per staff person.

MTCMA shall:

1. Create, provide, and send content to MMA for the website.
2. Accept responsibility for content and legality of material posted on the site.
3. Agree to use the website only for lawful purposes.
4. Agree that MMA has unlimited authority to access the web site at any time for any purpose, and that any or all content, records, or electronic communication of any kind may be subject to disclosure under Maine's Freedom of Access Law (1M.R.S.A. Sec. 401 et seq.) or the Federal Freedom of Information Act (5 USC 552 et seq.) and that MMA may disclose any content, records or electronic communication of any kind to satisfy any law, regulation or authorized governmental request.

5. Accept responsibility for any increases or additions to the domain name fees that may be required by the service provider during the contract period.
6. Accept responsibility for any additional fees incurred for any changes or maintenance to the website that are out of scope of this agreement. MMA will notify President and Website Chairperson of any out of scope work that is required and will not begin any work without written permission of the President or designated representative.

MMA Shall:

1. Administer one (1) chat listserv for membership communication, which is updated monthly.
 - a. All comments and materials posted to the listserv are the sole responsibility of the individual poster. Once posted, comments cannot be removed by the Maine Municipal Association. The MMA strongly recommends that the Maine Town, City and County Management Association develop, implement, and communicate standard Rules of Participation with its membership and regularly monitor its listserv activity for compliance.
 - b. MMA does not monitor the listserv, nor does it vet comments prior to, or after, being posted. While MMA reserves the right to remove any user who violates the established Rules of Participation of the MTCMA, MMA has no obligation to do so. This obligation belongs to the operating board of the MTCMA. If any person believes they may be harmed by comments on the listserv that may be defamatory or disparaging, such person may contact MMA or MTCMA to report the violation and request to be unsubscribed from the listserv. Complaints should be forwarded to the President of the MTCMA. Including website links in emails is particularly risky. The MMA strongly encourages MTCMA to inform its members to check emails personally before including web links in emails, or to avoid the practice altogether.
 - c. Use of the listserv by MTCMA, its members or any third-party recipient, or any of the content contained within it is at will and at one's own risk. MMA is not responsible for the information posted to the listserv. MMA disclaims all warranties with regard to information posted on this listserv, whether posted by MMA or any third party. MMA is not liable for any direct, indirect, punitive, actual, consequential, special, exemplary, or other damages, including loss of revenue or income, pain and suffering, emotional distress, or similar damages, arising from the listserv or any comments on the listserv. MTCMA shall indemnify and hold the MMA, its employees and agents, harmless against any and all actions, proceedings, claims or demands and all costs, damages and expenses including defense costs and attorneys' fees which may arise by reason of any action or lawsuit taken or filed as a result of or in relation to any services provided by MMA, including the administration of the listserv, pursuant to this agreement and any and all other current agreements.
 - d. MMA will not be required to treat any comments as confidential and may use any postings in its operations or business without incurring any liability for royalties or any other consideration of any kind. All listserv comments may be subject to Maine's Freedom of Access Act or the Federal Freedom of Information Act.
 - e. MMA may, in its sole discretion, at any time and for any reason, terminate the listserv service or replace this technology as applicable, or suspend or terminate any person's privilege to use the listserv. MMA will not assume any of the expenses of monthly operating costs, maintaining the listserv or upgrading the technology. Users can unsubscribe at any time according to established procedures.

E. Accounting and Financial

MMA will be responsible for the day-to-day financial management of MTCMA in accordance with procedures followed by MMA. The MMA agrees as follows:

1. Maintain the MTCMA checking and savings account.
 - a. Deposit cash receipts and post to Accounts Receivable and General Ledger on a weekly basis.
2. Accounts Payable invoices will be sent to the active Treasurer of the MTCMA on a regular (bi-weekly, or sooner) basis. MMA will fill out a check request form and attach it to the original invoice. MMA will then forward copies of the check request form and invoice to the active Treasurer. The active Treasurer will review and approve the check request form and return it, or a mutually agreed upon electronic approval form, promptly to MMA. Payment of invoices will not commence until check requests have been approved by the MTCMA Treasurer.
 - a. Checks will then be cut, mailed to vendors and posted to the General Ledger weekly.
3. Prepare and send monthly financial reports to the MTCMA Treasurer.
 - a. Reconcile bank statement monthly.
 - b. Maintain and reconcile the General Ledger monthly.
 - c. Prepare financial reports, Balance Sheet and Revenue and Expense Report monthly.
 - d. Maintain and reconcile Accounts Receivable subsidiary ledger monthly.
4. Prepare and file IRS Tax Forms 990 and 1099/1096 on behalf of MTCMA. The IRS Tax Form 990 will be signed and authorized by the MTCMA Treasurer before submission.
5. Provide monthly invoices for MMA expenses and service reimbursements for approval by the MTCMA Treasurer.
6. Prepare and file the annual Secretary of State 401C filing.
7. Assist MTCMA with preparing their budget for the next fiscal year.

F. Record Retention/Storage

MMA provides limited storage space to all affiliate associations who are currently in administrative agreement with MMA. All items in storage are the property of the affiliate association and can be accessed by appointment during business hours as identified in Section IV of this agreement. Appointments should be made through the designated MMA Assistant Director of Educational Services. MTCMA is required to review these stored records annually by February 28 of each contract year and dispose of any items not needed. Should MTCMA decline to review the records in storage according to this policy, MTCMA understands that MMA will dispose of any records not required by State and/or Federal Guidelines according to MMA's adopted record retention policy unless notified by the MTCMA President by February 28 of each year. MTCMA may request a copy of MMA's record retention policy from the MMA Assistant Director of Educational Services. MMA is not liable for any items held in its storage facility due to building damage. MMA reserves the right to limit storage space in order to accommodate all affiliate associations under the current agreement. MMA is not responsible for renting, leasing, or purchasing offsite storage space if the MTCMA requires additional storage than allotted on MMA premises.

G. Additional Services

Service requests in addition to those delineated in this agreement will be provided on a time and expense basis, as provided under Section IV, or on a negotiated fee basis, as may be mutually

agreed by the parties. Additional services may include, but not be limited to, additional workshops or training sessions or meetings, newsletter publications, or other projects beyond the scope of services provided under Section I.

II. The MTCMA agrees:

- A. To designate an MTCMA representative to serve as the primary contact person for MMA and to authorize this representative to act on behalf of the MTCMA in providing guidance on routine matters which would not involve substantive changes in this agreement.
- B. That the obligations of MMA are limited to those services stipulated in Section I.
- C. That the MTCMA Treasurer will:
 - 1. Approve all payment requests before submission to MMA for payment.
 - 2. Approve reimbursement to MMA upon receipt of billing as provided in Section I (E) above.

III. Terms and Conditions

- A. This Administrative Services Agreement shall be effective as of January 1, 2025 and shall remain in full force and effect until December 31, 2025. Should either party feel that the other party is not living up to the terms of the contract, the contract may be canceled with sixty (60) days written notice to the other party.
- B. If MTCMA chooses not to renew their contract for the next calendar year, they must provide written notification of non-renewal and the discontinuation of services for 2026 no later than November 1, 2025, for MMA budget preparation purposes. If notice is provided after that date, MMA reserves the right to bill MTCMA for any work related to the transfer or dissolution of services that is above and beyond the scope of the existing contract, or for work performed after the termination of the existing contract (January 1, 2026).
- C. In the event both parties, prior to the expiration of the current contract, have not negotiated a contract, the parties hereto specifically agree that the present contract shall remain in full force and effect until a new agreement shall have been successfully negotiated. Payment shall remain the same until a new contract is negotiated. The first MMA invoice for services under a new contract will be retroactive to the effective date of that contract.
- D. It is understood by the parties that the MTCMA membership list is the sole property of the MTCMA. This list is not to be sold, used, or distributed without the express written consent of the MTCMA. The only stipulation to this condition is that Maine Municipal Association is subject to the Freedom of Information Act and under certain circumstances might have to relinquish information which it has a custodial responsibility to maintain.
- E. MMA supports the use of volunteers by the MTCMA to further the purpose and goals of MTCMA. MTCMA expressly acknowledges that such volunteers are exclusively volunteers for MTCMA, and

MMA has no obligations or responsibilities regarding such volunteers. All MTCMA volunteers shall receive their assignments and general direction from the MTCMA President. MTCMA agrees to hold MMA harmless for any and all work performed by any volunteer. MMA, in its sole discretion and notwithstanding anything to the contrary contained in this agreement, reserves the right to limit use of the MMA facilities for volunteer work.

- F. The MTCMA shall indemnify and hold the MMA, its employees and agents, harmless against any and all actions, proceedings, claims or demands and all costs, damages and expenses including defense costs and attorneys' fees which may arise by reason of any action or lawsuit taken or filed as a result of or in relation to any services provided by MMA pursuant to this agreement, except to the extent that such claims, demands, costs, expenses, liability or losses are caused by the negligent acts or omissions of the MMA, its employees or agents.

IV. Financial Conditions

- A. MTCMA will reimburse MMA for items such as postage, supplies, staff expenses, including mileage, hotel costs and meals, and other costs related to providing the services specified in Section I, above. Mileage will be reimbursed at the Federal allowable rate. Charges for Administrative Services and Executive Services as outlined in Section I (A-F) of this agreement will be in the amount of **\$18,797.00** annually to be billed monthly. As authorized by MTCMA, the monthly payment charges are deducted via an ACH debit from the checking account. L-Soft will bill MTCMA separately for the chat listserv annual server maintenance and support fee, as well as for the monthly message fees.

The following is a fee breakdown:

Base Administrative Service Fee:	\$17,609.00
Website Fee:	\$1,188.00
2025 Fee Increase (included above):	\$839.00
Total Amount:	\$18,797.00

- B. Any services, in addition to what has been agreed upon under Section I, will be billed at an hourly rate of \$60.00. Website design services as agreed to under Section I will be billed at an hourly rate of \$75.00.
 - 1. A flat fee of \$75 will be charged for hybrid board/committee meetings and workshops (i.e., meetings and events with both live and virtual participants). This fee may include use of MMA technology/software, audio/visual equipment, as well as pre-registration, on-site and post-event staff support.
 - 2. Hybrid workshops will require an additional MMA staff member to manage the virtual platform and participants (in addition to registration staff as outlined in Section I, B-3). Additional hourly charges for staff time will be incurred at the \$60 hourly rate.
- C. Travel Expenses for MMA Staff: When travel is required of an MMA employee for offsite meetings/trainings/workshops/marketing, the affiliate group will be billed monthly for travel expenses incurred, mileage and toll charges, overnight accommodations, and reasonable food and beverage charges. MTCMA will reimburse MMA at the Federal allowable rate.
- D. MMA will process registrations, and payments utilizing the Personify eBusiness platform: MTCMA is responsible for payment of processing and transaction fees in accordance with their individual

agreement with Vantiv, the credit card payment processing provider.



20/11/24

President, Maine Town, City and County Management Association

Date

Executive Director, Maine Municipal Association

Date





2025 MTCMA Administrative Services Agreement

Final Audit Report

2024-11-20

Created:	2024-10-15
By:	Peter Osborne (posborne@memun.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmo9fpe3pnGPOE4Ot57EU_3tCl8ydqWfY

"2025 MTCMA Administrative Services Agreement" History

-  Document created by Peter Osborne (posborne@memun.org)
2024-10-15 - 7:40:01 PM GMT
-  Document emailed to Scott Morelli, MTCMA President (smorelli@southportland.org) for signature
2024-10-15 - 7:40:07 PM GMT
-  Document e-signed by Scott Morelli, MTCMA President (smorelli@southportland.org)
Signature Date: 2024-11-20 - 5:54:44 PM GMT - Time Source: server
-  Agreement completed.
2024-11-20 - 5:54:44 PM GMT