

**PROFESSIONAL SERVICES AGREEMENT  
AUTHORITY MANAGEMENT SERVICES  
INTERGOVERNMENTAL COOPERATION AUTHORITY  
FOR HARRISBURG**

THIS PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") made this 25th day of January 2023, by and between the INTERGOVERNMENTAL COOPERATION AUTHORITY FOR HARRISBURG, a public authority and instrumentality of the Commonwealth of Pennsylvania for the City of Harrisburg, Dauphin County, that shall exercise public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof, with a principal address of 922 North Third St., Harrisburg, Pennsylvania, 17102 (the "AUTHORITY") and MESHPA2, LLC, a Pennsylvania limited liability company, with its principal place of business located at 50 Dartmouth Green Court, Chambersburg, Pennsylvania, 17201 (the "AUTHORITY MANAGER").

**WITNESSETH**

WHEREAS, the AUTHORITY, was established by the Pennsylvania General Assembly pursuant to Act 124 of 2018, the Intergovernmental Cooperation Authorities Act for Cities of the Third Class (the "ACT"); and

WHEREAS, the AUTHORITY has begun operation in February 2019 with the holding of its Organizational Meeting; and

WHEREAS, the AUTHORITY is desirous of procuring professional operational support services for its day to day management, not limited to the role of Executive Director, development of plans for the execution of its mission, and the management of the operations, meetings, policies, and procurement (the "SERVICES") of the AUTHORITY; and

WHEREAS, the AUTHORITY MANAGER is desirous of providing professional personnel to perform the Services and has presented a proposal to the AUTHORITY dated March 29, 2019 for the provision of an identified professional to provide such Services; the proposal having identified Jeffrey M. Stonehill (hereinafter "STONEHILL") as the professional personnel to be assigned to this engagement by AUTHORITY MANAGER; and

WHEREAS, the AUTHORITY has determined that it is in the best interest of the community, the Commonwealth, and its organization to enter into an Agreement with the AUTHORITY MANAGER to perform the Services; and

WHEREAS, the AUTHORITY desires, and the AUTHORITY MANAGER agree, that the AUTHORITY MANAGER through the services of STONEHILL, shall perform the Services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the AUTHORITY MANAGER has created a successor LLC to manage the operations of the AUTHORITY beginning in January 2023.

NOW THEREFORE, in consideration of the foregoing and intending to be legally bound, the parties hereto agree as follows:

## **AUTHORITY MANAGEMENT SERVICES**

STONEHILL shall supervise, and when necessary, discipline, any and all employees, agents, contractors, or consultants of the AUTHORITY, with the exception of the

Independent Legal Counsel and computer support technicians (Factory 44), who shall serve at the pleasure of the Board.

### **4.5 Cooperation with City, County, State, and Federal Officials.**

STONEHILL is herein authorized to represent, on behalf of the AUTHORITY, the policies, positions, and proclamations of the AUTHORITY in regular dealings with those elected and appointed officials of the City of Harrisburg, Dauphin County, Commonwealth of Pennsylvania, or U.S. Federal government.

### **4.6 Authority Budget.**

Beginning on May 30, 2019, and each September thereafter, STONEHILL shall, prepare and present to the AUTHORITY an Annual Operating Budget pursuant to the ACT. By July 1 of each fiscal year, the AUTHORITY shall adopt a final budget for presentation to the Governor and to the General Assembly pursuant to the ACT. Should representatives be afforded an opportunity to appear before the Governor and the Appropriations Committee of the Senate and the Appropriations Committee of the House of Representatives regarding the AUTHORITY's budget, STONEHILL may be such representative.

### **4.7 Authority Books.**

STONEHILL shall cooperate with the Chairperson and Minority Chairperson of the Appropriations Committee of the Senate and the Chairperson and Minority Chairperson of the Appropriations Committee of the House of Representatives, each of whom may at any time request an examination the books, accounts and records of the AUTHORITY. STONEHILL shall be the custodian of records for purposes of the authority as it may be determined to be an "agency" under the Right to Know Law, 65 P.S. § 67.101 et seq. STONEHILL shall act as the open records officer ("ORO"). STONEHILL further agrees that he may be designated as such on the formal policy adopted by the AUTHORITY, as well as on the AUTHORITY'S primary website.

### **4.8 City Financial Plan.**

STONEHILL shall cooperate with elected and appointed officials of the City of Harrisburg to permit the City to present its Financial Plan, on an Annual Basis, to the AUTHORITY. The Financial Plan shall be developed, implemented, and periodically revised by the City of Harrisburg pursuant to the ACT. Immediately upon execution of this Agreement, STONEHILL shall assist the City of Harrisburg with its initial

## **AUTHORITY MANAGEMENT SERVICES**

inability to attend and endeavor to schedule a substitute attendee in STONEHILL's absence at the meeting.

### **4.15 Meeting Agenda.**

Whenever possible, STONEHILL shall cooperate with the AUTHORITY to prepare and distribute the agenda for upcoming regularly scheduled public meetings.

### **4.16 Meeting Minutes.**

Whenever possible, STONEHILL shall assist the AUTHORITY secretary with the preparation of and dissemination of the minutes from prior public meetings.

## **5. General Standards/Authorized Representative.**

The AUTHORITY MANAGER and its employees, agents, and appointees, shall expeditiously perform all Services in accordance with the general accepted standards and practices used in the profession of municipal consultancy services. The AUTHORITY MANAGER and its employees, agents, and appointees, shall render diligently and competently all Services, with due consideration given to the applicable laws, regulations, and requirements and the protection of the public health, safety, and welfare. The enumeration of the specific duties and obligations to be performed by STONEHILL includes broad latitude to accomplish the mission of the AUTHORITY.

## **6. Compensation.**

6.1 The AUTHORITY shall pay the AUTHORITY MANAGER for the Services to be performed under this Agreement at a lump sum basis of \$1,050 per week. The lump sum rate shall account for and include any and all amounts for the AUTHORITY MANAGER's labor, overhead, profits, and non-reimbursable expenses.

6.2 *Upon execution of this Agreement - the AUTHORITY shall reimburse the AUTHORITY MANAGER a single lump sum of up to \$4000.00, in order to reimburse AUTHORITY MANAGER for new computer hardware necessary for the continuation of the management of the AUTHORITY's systems.*

6.3 *Old computer hardware has been determined to be fully depreciated and has no value. It may be liquidated following the rules permitted to Commonwealth agencies.*

6.4 *The AUTHORITY MANAGER may purchase any residual computer equipment from the AUTHORITY at the conclusion of this agreement at fair market value.*

## **AUTHORITY MANAGEMENT SERVICES**

AUTHORITY MANAGER's defense, and AUTHORITY MANAGER shall be entitled to meaningful selection of counsel and direction of litigation, as such may be permitted by the AUTHORITY insurance provider, if any. The AUTHORITY or its insurer shall pay any compromise or settlement of any such claim. The AUTHORITY MANAGER shall reimburse the AUTHORITY for any compromise or settlement payments that have been determined by either the insurance provider or a court of lawful jurisdiction to be outside the claim coverage of The AUTHORITY, which is related to the individual acts of the AUTHORITY MANAGER. The AUTHORITY agrees to maintain comprehensive public officials' liability coverage, which shall include coverage of AUTHORITY MANAGER, its directors, officers, employees and agents. The provisions in his paragraph shall survive termination of this Agreement.

10.2 AUTHORITY shall procure Officers & Directors Insurance and will name Stonehill as an additional insured under the policy.

### **11. Termination.**

11.1 AUTHORITY MANAGER shall have the right to terminate this Agreement at any time, for any reason or no reason, upon the provision of thirty (30) days advance written notice. In the event of termination under this paragraph 11.1, AUTHORITY shall pay AUTHORITY MANAGER the prorated balance of payments owed through the date of termination.

11.2 AUTHORITY shall have the right to terminate this Agreement at any time, for any reason or no reason, upon the provision of sixty (60) days advance written notice. In the event of termination under this paragraph 1.2, AUTHORITY shall pay AUTHORITY MANAGER the prorated balance of payments owed through the date of termination.

11.3 Either party shall have the right to terminate this Agreement in the event of substantial failure of AUTHORITY to perform in accordance with the terms hereof through no fault of the AUTHORITY MANAGER. Without limiting the foregoing, if the AUTHORITY is more than ninety (90) days delinquent on any payment that is due and owing to AUTHORITY MANAGER, regardless of cause for such nonpayment, such delinquency will constitute a substantial failure by the AUTHORITY to perform in accordance with the terms hereof. As a condition precedent to the AUTHORITY MANAGER's ability to terminate the Agreement for substantial failure, the AUTHORITY MANAGER must provide the AUTHORITY with written notice of the substantial failure and permit the AUTHORITY thirty (30) days in which to cure the substantial failure. In the event of termination pursuant to this paragraph 11.2, AUTHORITY shall pay AUTHORITY MANAGER the prorated balance of payments owed through the date of termination, plus all accrued expenses, plus an amount equal to 20% of the amount that would be paid to AUTHORITY MANAGER for the remaining term of this Agreement if it had not been terminated for substantial failure.

## **AUTHORITY MANAGEMENT SERVICES**

The AUTHORITY shall not discriminate against any employee, applicant for employment, or any person seeking to provide services to the AUTHORITY associated with this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

### 17. Severability.

If any terms, provisions, or portions thereof of this Agreement or application thereof become invalid, the remainder of said term or provision and/or portion thereof of this Agreement shall not be affected thereby; and, to this end, the parties hereto agree that the terms and provisions of this Agreement are severable.

### 18. Effective Date

As used herein, the "Effective Date" shall mean the later of the AUTHORITY execution date and the AUTHORITY MANAGER execution date, each of which is set forth on the signature page hereof, or *January 1, 2023*, whichever was first.

### 19. Notices

All notices or other communications required to be given under this Agreement shall be in writing and shall be sent certified mail, postage prepaid, addressed as follows:

To the AUTHORITY:  
Michael Cassidy, Esq. Johnson Duffie  
301 Market St,  
Lemoyne, PA 17043

To the AUTHORITY MANAGER:  
Jeffrey Stonehill  
MESHPA2, LLC  
50 Dartmouth Green Court  
Chambersburg, PA 17201

Or, to such other addresses and to the attention of such other person or persons as any of the parties may notify the other in accordance with the provisions of this Agreement. All such notices shall be deemed to have been given when mailed by certified mail or delivered by hand.

### 20. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, understandings, and Agreements of any nature whatsoever with respect to the subject matter hereof. No amendment, waiver or discharge of any provision of this Agreement

**AUTHORITY MANAGEMENT SERVICES**

**IN WITNESS WHEREOF**, the parties hereto set their respective seals to this Agreement on the Effective Date.

  
ATTEST:

Print Name: Jeffrey Stonehill  
Date: Dec 14 2022

  
MESHPA2, LLC

Print Name: Jeffrey Stonehill  
Date: Dec 14 2022

  
ATTEST:

Secretary  
Print Name: Kathy Speaker MacNett  
Date: Dec 14 2022

  
Intergovernmental Cooperation Authority  
For Harrisburg

Chair Audry Carter  
Print Name: Dec 14 2022  
Date: