

Affiliate Name
SERVICES AGREEMENT

This agreement is entered into on the day below written by and between the **Texas Municipal League**, hereinafter referred to as "TML", and the Affiliate Name, hereinafter referred to as "Affiliate."

- I. Base Services to be Provided. TML will provide the services listed under this Section to the Affiliate at a cost to Affiliate of \$ ___ per Affiliate member per year:
- A. Review Affiliate constitution/bylaws to ensure compatibility with TML's constitution.
 - B. Assemble and maintain Affiliate membership records.
 - C. Design draft versions of Affiliate membership certificates, awards, or recognition plaques.
 - D. Design, conduct, and analyze a membership interest survey, upon request.
 - E. Conduct the membership dues billing process to include: (1) an initial billing; (2) a reminder mailing after 45 days; (3) and where applicable, a membership suspension letter following Board approval.
 - F. Assist in the formulation of membership recruitment strategies.
 - G. Assist in the development of prospective membership records and maintain such records.
 - H. Design draft versions of appropriate membership recruitment literature including a cover memorandum, membership services information, and an application form.
 - I. Conduct one membership recruitment mailing annually upon request, with appropriate membership promotional literature.
 - J. With regard to new Affiliate members, mail a membership application acknowledgment to the prospective new member and mail a copy of such acknowledgment to the appropriate Affiliate Board member. Mail a membership notification letter and a membership packet to the new member after the membership has been approved by the Affiliate Board.
- II. Financial Services to be Provided. TML will provide the financial services listed under this Section to the Affiliate at an annual cost to Affiliate Name of ___% of the Fund Balance as recorded on date. For Affiliate Name this is annually or monthly with a balance of Balance.
- A. Provide the appropriate Affiliate officers with a monthly financial statement to include a balance sheet and line item comparison of actual revenues and expenditures to budgeted revenues and expenditures.
 - B. Assist the Affiliate Board with the development of its annual budget and service plan.
 - C. Arrange for an annual review of Affiliate financial transactions. If an audit is preferred or required by constitution, TML will obtain a cost estimate from its auditor for the Affiliate's approval.
 - D. Manage Affiliate funds to ensure timely and accurate receipt of revenues, payment of expenses, and maximum investment earnings.

E. Assist in the preparation and filing of Affiliate tax returns.

III. Additional Services to be Provided. TML will provide the following additional services to Affiliate at a cost to Affiliate as outlined in the attachment(s).

EXAMPLE PROJECT A (Seminar)

Compensation: This two and a half day seminar will be developed in cooperation with the League and the Affiliates. In consideration for serving as a facilitator for Project A, the affiliate will reimburse TML \$____.00 for each event, plus direct conference expenses such as postage and staff travel expenses.

EXAMPLE OF PROJECT B (Quarterly Newsletter)

Compensation: In consideration for Project B, the Affiliate will compensate TML for TML's actual costs. The Affiliate's obligation to reimburse TML for actual costs are not to exceed \$____.00 per issues (\$____.00 annually), as outlined in Project B. The appropriate Affiliate account will be debited quarterly for Project B-related costs following publication/distribution.

IV. Terms of Agreement. The programs and activities identified in Exhibit ____ of this Agreement are activities which TML will indemnify the (Affiliate) for liability arising out of errors, omissions, or other actions by the (Affiliate) at or during such activities and programs. For any other programs or activities performed or provided by the (Affiliate) which are not set forth in Exhibit ____ or which are excluded from coverage under the coverage provided to TML by the Texas Municipal League Intergovernmental Risk Pool, TML does not indemnify the (Affiliate), and the (Affiliate) agrees to indemnify TML for any such errors or omissions or other actions. This coverage will be presented "at cost" to the Affiliate, which is presently \$25 per year.

This agreement will be in full force and effect until Date. On Date, and on June 30th of each year thereafter, this agreement will be automatically renewed for a term of one year. However, this agreement may be terminated by either TML or Affiliate on June 30th of any year, beginning with Date, provided written notice of such termination is received by the other party on or before March 1st of that year.

In the event of termination, all expenses incurred by TML for the provision of services relative to and as authorized by this agreement shall be paid by Affiliate. No expenses shall be incurred by TML on behalf of Affiliate after TML receives written notice to terminate this agreement.

V. Required Changes to this Agreement.

This agreement shall be amended, upon 30 days written notice, to conform the agreement to any policy adopted or amended by the TML board or membership.

VI. Notice of Changes/Termination. A written notice of any changes or termination provided under the provisions of Section IV of this agreement shall be sent certified mail, return receipt requested. Such notice shall be deemed to have been received when the receiving party signs the return receipt. Notices must be addressed to the respective, current contact persons. Presently, these persons and their addresses are:

Affiliate Name _____
President Name
President Title
President City
President Address

TML
TML Representative
TML Representative Title
Texas Municipal League
1821 Rutherford Lane, Suite 400
Austin, TX 78754-5128

VII. Additional Services. TML and Affiliate may negotiate for additional services to be provided by TML to Affiliate. Charges for any additional services not related to this agreement shall be an amount agreed to by both TML and Affiliate.

VIII. Miscellaneous Provisions

- A. TML and Affiliate shall each designate a primary contact person for communications related to matters addressed in this agreement. It is understood that TML's primary contact person will enlist the support of other TML staff members to assist with the implementation of activities in this agreement. TML's primary contact person for Affiliate is TML Representative, TML Representative title, Program Development Department. The Affiliate's primary contact person is the current Affiliate President. Either party may change contact persons by providing the other party with written notice in compliance with Section VI.
- B. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties under this agreement are performable in Travis County, Texas.
- C. If any one or more provisions of this agreement shall be held invalid, illegal, or unenforceable, the other provisions shall not be affected.
- D. It is understood that the attachment(s) is provided to more fully explain how project costs are derived. TML has allocated resources to provide the services outlined in this agreement. Therefore, following this agreement's execution, TML shall be paid the full amount detailed in this agreement, regardless of the Affiliate's decision to undertake or not undertake all the activities included in this Agreement. The Affiliate has the latitude to make any adjustments within projects and project line items it deems necessary. If any adjustments are made to the projects in this Agreement, the Affiliate shall immediately notify TML's primary contact person.

Executed this _____ day of _____, Year.

By: Affiliate President Name, Affiliate President

By: TML Staff

Affiliate Newsletters

The Affiliate Newsletters have become one of the more important benefits of being a member of an organization. This allows the members to be in touch with the officers while providing current information regarding the changes that are happening within the profession. Because of this importance, TML has developed a process that will ensure the membership will receive the newsletter on a schedule as determined by the Affiliate Board.

In order for your newsletter to be posted on the Affiliate Web site in a timely manner, a schedule will be established for its publication, and a deadline to complete each stage will be determined. The fee assessed to Affiliate will be based on the actual work done by the TML staff, as established by the following levels, or tiers of service:

Tier I	Collecting E-mailed articles, and Layout	1 Hr.	\$ __
Tier II	Proofreading, Editing, and Retyping	4 Hrs.	\$ __
Tier III	Formatting for Web only newsletter	2 Hrs.	\$ __
Tier IV	Re-writing and Major Editing	8 Hrs.	\$ __
Tier V	Research and Writing	8 Hrs.	\$ __

This type of fee schedule will allow Affiliate to contribute as much or as little as it chooses toward the completion of its newsletter, while still allowing the newsletter to be posted on the Web site in a timely manner. For example, your membership could have the TML staff publish the newsletter in its entirety for an amount not to exceed \$ __ per issue.

ON-LINE MEMBERSHIP DIRECTORY

<u>Stage I</u>	<u># of hours</u>	<u>Cost</u>
Input directory verification changes	__ hrs/yr.	\$ __.00
Conduct telephone follow up for directory verification	_ hrs/yr.	\$ __.00
<u>Stage II</u>		
Update changes	__ hrs/yr.	\$ __.00
Total Hours for on-line membership directory	__ hrs/yr.	\$ __.00

CURRENT TOPIC SEMINAR
(__ Day/s)

<u>Stage I</u>	# of Hours	Cost
Assist in Identification of topics/speakers. Initial meeting includes establishing meeting site, meeting arrangements, and notification of committee members by mail, etc.	_ hrs/yr.	\$ __.00
Assist in Initial Contact with Hotel -- Negotiate Rooms, Room Rates, Logistics Etc...(On-site Visit)	_ hr/yr.	\$ __.00
Contact Speakers To Determine Availability	_ hrs/yr.	\$ __.00
Write/Type/Proof/Mail Speaker Letters	_ hrs/yr.	\$ __.00
Initial contact with service providers: daycare, caterers, youth/spouse activities, social events, golf course personnel, gifts, etc.	_ hr/yr.	\$ __.00
<u>Stage II</u>		
Write/Design/Type/Proof Marketing Literature i.e. program, registration form, hotel information, area attractions, etc..	_ hrs/yr.	\$ __.00
Electronic Marketing	_ hrs/yr.	\$ __.00
<u>Stage III</u>		
Process Registration Forms/Payments; Generate/Proof Name Badges	_ hrs/yr.	\$ __.00
Make Signs	_ hr/yr.	\$ __.00
Produce Speaker Handouts	_ hrs/yr.	\$ __.00
Produce On-Site Program	_ hr/yr.	\$ __.00
Preparation of Packets	_ hrs/yr.	\$ __.00
Design/Type/Proof/Copy Evaluation Form	_ hr/yr.	\$ __.00
<u>Stage IV</u>		
Finalize logistics with all service providers, including hotel, caterers, activities personnel, social events, etc.	_ hrs/yr.	\$ __.00
On-site logistics - i.e. collect registration fees, distribute participant packets, check room arrangements, distribute handouts, handle signs (1 person)	*_ hrs/yr.	*\$ __.00
<u>Stage V</u>		
Write/type/proof/mail thank you letters to speakers/sponsors	_ hr/yr.	\$ __.00
Pay workshop related bills	_ hrs/yr.	\$ __.00
Compile evaluation summary and financial summaries	_ hrs/yr.	\$ __.00
Hours Per Year	__ hrs.	
Event Facilitation Hours	_ hrs.	\$ __.00
Total Event Hours Per Year	__ hrs.	
Total Cost Per Year		\$ __.00

* Cost will increase when more than 1 staff member is needed to facilitate the registration/meeting.

Board Meeting(s)

<u>Stage I</u>	<u># of Hours</u>	<u>Cost</u>
Write/edit/type/meeting notification and packets.	_ hrs/mtg.	\$ __.00
<u>Stage II</u>		
Prepare and mail packets (copy, collate, stuff etc.) (does not include postage)	_ hrs/mtg.	\$ __.00
<u>Stage III</u>		
Arrange meeting logistics (does not include room rentals and/or food/beverage costs)	_ hrs/mtg.	\$ __.00
<u>Stage IV</u>		
Attend meeting, review minutes	_ hrs/mtg.	\$ __.00
Conduct follow up (subcommittee meetings, correspondence, conference calls, etc)	_ hrs/mtg.	\$ __.00
Total Hours/Cost Per Meeting	__ Hrs.	\$ __.00
Total Meetings/Cost Per Year	-	\$ __.00

BOARD ORIENTATION MEETING

(1 Day)

<u>Stage I</u>	<u># of Hours</u>	<u>Cost</u>
Initial meeting includes establishing meeting site, meeting arrangements, notification of committee members, etc.	__ hrs/yr.	\$ __.00
<u>Stage II</u>		
Merge/Format/Type/Proof Orientation Notebook i.e. program, registration form, hotel information, area attractions, etc..	__ hrs/yr.	\$ __.00
<u>Stage III</u>		
Make Signs	__ hr/yr.	\$ __.00
Production of Orientation Notebooks (14) (order notebooks, copying,	__ hrs/yr.	\$ __.00
Produce On-Site Agenda	__ hr/yr.	\$ __.00
Preparation of Packets (Consolidate Financials, Produce Speaker Guidelines, Proofing, copying, Prepare Board Notebooks, etc.)	__ hrs/yr.	\$ __.00
<u>Stage IV</u>		
Finalize logistics with all service providers, including, caterers, etc.	hrs/yr.	\$.00
On-site logistics - i.e. Prepare room, distribute handouts, signs, etc.	__ hrs/yr.	\$ __.00
<u>Stage V</u>		
Pay workshop related bills	__ hrs/yr.	\$ __.00
Hours Per Year	hrs.	
Event Facilitation Hours	hrs.	\$.00
Total Event Hours Per Year	__ hrs.	
Total Cost Per Year		\$ __.00

COMMITTEE MEETINGS

<u>Stage I</u>	<u># of Hours</u>	<u>Cost</u>
Write /type/edit meeting notification & packets	__ hrs/mtg.	\$ __.00
Meeting details with Chair and Vice Chair (location, agenda, etc.)	__ hr/mtg.	\$ __.00
<u>Stage II</u>		
Arrange meeting logistics (does not include room rentals and/or food/beverage costs)	__ hr/mtg.	\$ __.00
<u>Stage III</u>		
Attend meeting, take minutes	__ hrs/mtg.	\$ __.00
<i>Prepare and email meeting summary or minutes</i>	<i>hrs/mtg.</i>	<i>\$.00</i>
Conduct follow up (subcommittee meetings, correspondence, conference calls, etc.)	__ hrs/mtg.	\$ __.00
Total Hours/Contract Cost Per Meeting	__ hrs	\$ __.00
Total Meetings/Cost Per Year	__	\$ __.00

STRATEGIC PLANNING SESSION

<u>Stage I</u>	<u># of Hours</u>	<u>Cost</u>
Design Strategic Planning Process for Texas Municipal Utilities Association	__ hrs.	\$ __.00
<u>Stage II</u>		
Develop Material and Handouts for Participants in the Planning Session	__ hrs.	\$ __.00
<u>Stage III</u>		
Mail Notices to Participants	__ hr.	\$ __.00
Arrange Logistics and Food/Beverage Items (Does not include room rentals and/or food & beverage costs)		
<u>Stage IV</u>		
Facilitate On-site Planning Session (one-day session only)	__ hrs.	\$ __.00
Write/Edit Summary of Plan that is Developed	__ hrs.	\$ __.00
Type/Proof Final Strategic Plan for Distribution to Membership	__ hrs.	\$ __.00
Total Hours/Cost	__ Hrs.	\$ __.00

SURVEY

<u>Stage I</u>	<u># of Hours</u>	<u>Cost</u>
Writing/Editing Survey and Cover letter	__ hrs.	\$ __.00
Mailing Surveys	__ hrs.	\$ __.00
<u>Stage II</u>		
Fielding questions and verifying survey results	__ hrs.	\$ __.00
<u>Stage III</u>		
Compiling and Editing Survey	__ hrs.	\$ __.00
<u>Stage IV</u>		
Letter to Survey Participants (includes a copy of the survey)	__ hrs.	\$ __.00
Total Hours/Cost	__ Hrs.	\$ __.00

Web site Maintenance

	<u># of Hours</u>	<u>Cost</u>
<u>Stage I</u> – Domain Name Management – TML will continue to manage the site. Any fees will be passed directly to Affiliate.		As accrued Projected for FY 2003-2004 is \$0
<u>Stage II</u> Arrangements with service providers, fee to host for one year.		\$ __.00 (\$__ per month)
<u>Stage III</u> Site maintenance, monitoring for patterns of use and responding to inquiries. Staff time to maintain site (estimate based upon 48 hours per year to maintain, troubleshoot, and monitor).	__ hrs/yr.	\$ ____ .00
Maintenance of web site		\$ ____ .00