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2009-02-13 PCA Memorandum of Agreement with McKelvey Associates, Dec 18, 2008

Pennsylvania Counseling Association

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Memorandum

To: Paul West
CC: [Click here and type name]
From: Gerald J. McKelvey, Principal
MCKELVEY & ASSOCIATES
Date: 12/18/2008
Re: Memorandum of Agreement

Purpose: This memo will outline an agreement to represent the interest(s) of the Pennsylvania Counseling Association by McKelvey and Associates before Pennsylvania state legislature and executive branch.

Scope of service and responsibilities: McKelvey and Associates will represent the direct interests of the PCA before legislative and executive branch agencies. Representation will include but not be limited to promoting legislation and policy changes that positively affect the PCA and its membership. McKelvey and Associates will also lead the effort to oppose any legislative or regulatory changes that negatively affect PCA and its members. McKelvey and Associates will also assist and support, at the direction of the PCA leadership, any and all initiatives that expand the membership, improve communication, improve the understanding and commitment of the membership to support the association's government relations goals and initiatives.

Services rendered by McKelvey and Associates will include but not be limited to are:

- Daily monitoring and identification/analysis of legislation and regulations that are of interest to the association.
- Promote the introduction of priority legislation and regulations that improves the scope of service; secures the best practices of association members.
- Increase and or improve the profile/visibility of the association among government decision makers.
- Provide strategic and tactical planning to appropriate legislative committee members and board members of the association.

Compensation and expenses: McKelvey and Associates will be compensated with a monthly retainer fee of \$1,500 per month. The retainer will be billed on the first of

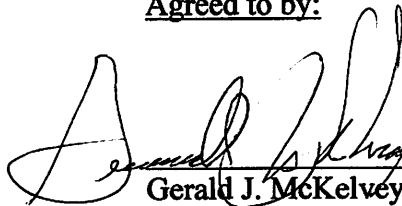
the month with payment due no later than the 15th of the month. Representation will start with the receipt of the first retainer fee. Other billing arrangements maybe used (quarterly) with the agreement of both parties.

The retainer includes compensation for all state capitol time and expenses incurred by McKelvey and Associates including, travel, phone, fax, internet and parking fees. No expenses for travel, entertainment or meals within 50 miles of the state capitol are to be billed to PCA. *Exceptions*-any costs incurred for association group meetings, legislative days, mass mailing (hard copy or email), group luncheons, conferences, lobbying registration fees and coalition meetings, briefing packets, mass reproduction of testimony or issue papers will be billed separately to the association. Travel, mileage, meals and accommodations beyond the Harrisburg metro area will also be billed separately to the association. These costs (exceptions) will require the prior approval of the appropriate PCA authority.

Conflict of Interest: McKelvey and Associates is responsible for reporting any new clients and new associations that may cause or be perceived as a conflict of interest by the association. The association has a right to modify or terminate this agreement if the association determines that a conflict exists.

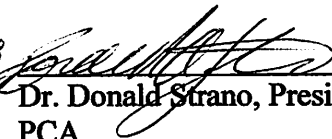
Termination of the agreement: Either party may terminate the agreement, with 30 days notice, without cause. The terminating party will inform the other party by registered mail.

Agreed to by:



Gerald J. McKelvey
McKelvey & Associates

Date: 12/18/08



Dr. Donald Strano, President
PCA

Date: 1/2/09