



Pennsylvania
Office of Open Records

Standard Right-to-Know Law Request Form

Please read carefully. Complete this form and retain a copy of **both** pages; this copy may be required if an appeal is filed. You have 15 business days to appeal after a request is denied or deemed denied. More information about the RTKL is available at <https://www.openrecords.pa.gov>. In most cases, a completed RTKL request form is a public record.

SUBMITTED TO AGENCY NAME: City of DuBois, Pennsylvania (Attn: AORO)

Date Request Submitted: 11/24/24 Submitted via: Email U.S. Mail Fax In Person

PERSON MAKING REQUEST:

Full Name: Judith Suplizio

Company (if applicable): _____

Please send response via: Email U.S. Mail

If you wish to obtain records that only exist in hard copy, or must be provided on an electronic storage device, you may be required to provide a mailing address to the agency. See Section 703.

Email: [REDACTED]

Mailing Address: 314 Hamor Street

City: DuBois State: Pa Zip: 15801 Telephone: [REDACTED]

How do you prefer to be contacted if the agency has questions? Telephone Email U.S. Mail

By checking this box, I affirm that my full name and contact information is true and correct, and that I am a legal resident of the United States. I understand that failure to check this box may result in the denial of my request and the dismissal of any appeal filed with the Office of Open Records.

RECORDS REQUESTED: Provide as much detail as possible, including subject matter, time frame, and type of record sought. RTKL requests must seek records, not ask questions. Use additional pages if necessary. The City of DuBois has contracted new City Management.

Please provide a copy of this (signed) contract, containing all commercial terms and conditions including all potential obligated costs like travel and living allowance costs.

Please also include CV's of proposed new city management.

*Form continues on page 2. Retain a copy of **both** pages.*

RECORDS REQUESTED (continued):

Also please include what arrangement and costs the current city manager will have with this new firm following his upcoming departure. Please provide a copy of the consultancy agreement between the city and the current city manager, if any.

The city has recently advised that this new firm will cost approx \$330,000 per year plus any other costs not yet known or advised to the public. Plus any redundant current city management costs during an apparent open-ended transition.

Is this possibly for real? Explain with records how the city could enter into such a foolish, poorly structured cost-excessive agreement that will cost over 3x what the previous successful city manager made from 2007 thru 2023. Further, considering that the 2007-2009 three year inclusive period the former Mayor/acting city manager who held both roles was paid \$2400 per year for both roles, please provide the records of your cause and effect economic justification supporting this foolhardy decision, and why the current mayor hasn't stepped up to the role, at least on an interim basis, of acting as both mayor and city manager, similar to 2007 thru 2009.

Please make sure this economic justification is explained during the 11-25-24 council meeting, followed by records, that supports your decision, signed by every council member attesting to their economic understanding of this foolish decision, and their commitment not to raise residents' taxes to cover these foolish, senseless costly actions never experienced in the past.

DO YOU WANT COPIES? Yes, printed Yes, electronic No, in-person inspection

Records shall be provided in the medium requested if they exist in that medium; otherwise, they shall be provided in the medium in which they exist. See Section 701. Your request may require payment or prepayment of fees. View the Official RTKL Fee Schedule for more details.

I understand that my request may incur fees. Notify me before further processing if fees will be more than \$100 (or) \$_____.

Do you want certified copies? Yes (*may be subject to additional costs*) No

ITEMS BELOW THIS LINE FOR AGENCY USE ONLY

Tracking: _____ Date Received: _____ Response Due (5 bus. days): _____

30-Day Ext.? Yes No (If Yes, Final Due Date: _____) Actual Response Date: _____

Request was: Granted Partially Granted & Denied Denied Cost to Requester: \$ _____

Appropriate third parties notified and given an opportunity to object to the release of requested records.

Retain a copy of both pages of this Form.



CITY OF DuBOIS, PENNSYLVANIA

P.O. BOX 408

16 W. SCRIBNER AVE.

DuBOIS, PENNSYLVANIA 15801

TELEPHONE: (814)371-2000

FAX: (814)371-1290

November 27, 2024

Ms. Judy Suplizio
314 Hamor Street
DuBois, PA 15801

Dear Ms. Suplizio,

Thank you for writing the City of DuBois with your request for information pursuant to the Pennsylvania Right-To-Know law.

On November 24, 2024, you requested a copy of this (signed) contract, containing all commercial terms and conditions including all potential obligated costs like travel and living allowance costs for the new management firm.

Your request is granted, and the responsive records are attached.

Respectfully,

Shawn Arbaugh
City Manager
City of DuBois, Clearfield County

Enclosures

"Gateway To Big Game Country"

INTERIM MANAGEMENT SERVICES AGREEMENT

THIS INTERIM MANAGEMENT AGREEMENT is entered into by and between **the CITY OF DUBOIS, of CLEARFIELD COUNTY, PENNSYLVANIA** (the "City");

AND

KAFFERLIN STRATEGIES, LLC, a limited liability company organized under the laws of the Commonwealth of Pennsylvania, (hereinafter referred to as "Firm," "KaffStrat," or "Consultant");

WHEREAS, The City is duly organized political subdivision of the Commonwealth of Pennsylvania; **AND**

WHEREAS, The City has a need for services to be performed of a nature requiring executive leadership, decision-making authority, and project management; **AND**

WHEREAS, The Consultant has the experience, skills, and tools at its disposal to effectively carry out said purposes and to fulfill the services sought by the City; **AND**

WHEREAS, The City desires to retain the Consultant, and the Consultant desires to perform said services in aid of the City's objectives, as set forth in its organic documents and pursuant to applicable law;

NOW THEREFORE, in consideration of the premises set forth above, the City and Consultant (collectively, the "Parties") hereby agree to the following terms:

1. **Title and Duties.** The City hereby appoints Consultant to the position of Interim City Manager. The Consultant shall report directly to the City Council and Township Supervisors. The Consultant agrees to perform the work required hereunder in a professional, timely, and workmanlike manner. The Consultant will devote such amount of business time to the conduct of the business of the City as may be reasonably required to effectively discharge Consultant's duties under this Agreement and, subject to the supervision and direction of the Board(s), will perform those duties and have such authority and powers as are customarily associated with the offices of a City Manager, including (without limitation):
 - (a) the direction and management of day-to-day operations and affairs of the City;
and
 - (b) the hiring and discharge of City employees;
 - (c) the performance of related duties under the intergovernmental cooperation agreement between the City and Sandy Township; and
 - (d) as further set forth on **Exhibit A** attached hereto.

Unless the parties agree otherwise in writing, during the term of this Agreement, Consultant will not be required to perform services under this Agreement other than at the City's

principal place of business; provided, however, that City may, from time to time, require Consultant to travel temporarily to other locations on City business. Notwithstanding the foregoing, nothing in this Agreement is to be construed as prohibiting Consultant or its principals from continuing to serve as a director, official, or member of various professional, public, charitable, and civic organizations in the same manner prior to or during the execution of this Agreement.

2. Term and Termination. This Agreement shall become effective upon approval and shall continue until terminated by either party pursuant to this Agreement as set forth in this section:

2.1 *Termination For Cause.* Either Party may terminate this agreement for cause at any time, with notice provided to the other party delivered in the manner set forth in the Agreement. Cause shall include but not be limited to: the misrepresentation, omission, or failure to disclose facts to the other contracting party which material to the performance of the other parties' duties; fraudulent behavior in dealing with third parties; misappropriation or misuse of funds; willful misconduct or gross negligence in the performance of duties under this agreement; failure to remit timely payment to Consultant; and/or insolvency.

2.2 *Termination Without Cause.* Either Party may terminate this Agreement without cause upon thirty (30) days' advance notice to the other party delivered in the manner set forth in paragraph 7.2 (Notice) below. If termination without cause is initiated by the City, the City will pay the balance of any expenses incurred by the Consultant, its employees, and agents that cannot be avoided, including, without limitation, housing/lodging expenses such as home rental arising after the effective date of such termination without cause.

2.3

3. Compensation. The City shall compensate Consultant upon the terms set forth in **Exhibit B** and shall make payment to Consultant within thirty (30) days of delivery of the invoice. In the event of a termination, with or without cause, the City shall remain responsible for all compensation earned on or before the effective date of such termination.

4. Confidentiality. Each party considers information received or arising during the term of or in connection with this Agreement to be confidential, secret, and/or proprietary to the fullest extent required or permissible by law ("Confidential Information").

The City and Consultant agree to maintain the confidentiality of all documents and information received from the other party, and agree to treat information received from the other party with at a minimum the same level of care and confidentiality as they provide their own information. Confidential information includes, without limitation, confidential information related to Sandy Township obtained, used, or otherwise accessed by Consultant in the performance of its duties under this Agreement.

Confidential Information does not include information that: (1) is in or enters the public domain without violation of this Agreement by the Consultant; (2) is already rightfully in the possession of Consultant prior to the entry of this Agreement, as evidenced by written documents; or (3) is rightfully received from a third entity having no obligation to the City and without isolation of this Agreement by the Consultant, except that Sandy Township shall not be considered a third entity for purposes of this Agreement.

In the event that either party is presented with a request having the force of law for Confidential Information in their possession which is owned by the other party, the party receiving the request shall promptly inform the other party of said request in order to allow the owning party the right to participate in the response to the legal request and to defend their rights to said Confidential Information.

The duties under this section shall survive termination of this Agreement and remain in effect for a period of three (3) years thereafter.

- 5. Intellectual Property.** The City agrees that all right, title, ownership and interest, in and to any final work products, including manuscripts, presentations, work lists, but not, inventions, ideas, programs, software and any other works that are developed or created during the term of this Agreement or pursuant to this Agreement, whether written, photographic, draft, final or in any other form, whether copyrightable or not, (collectively, "Intellectual Property") shall remain the sole property of the Consultant and are not works for hire, unless set forth in an amendment to this Agreement or a separate Agreement for which separate and adequate consideration shall be negotiated and compensated. The definition of Intellectual Property shall not include copies of minutes and presentations maintained for the completeness of records, and such right shall not limit the duties of either party to protect Confidential Information as set forth above. The Consultant hereby delivers a finite, revocable license to City for the use of any Intellectual Property generated for or delivered to the Consultant during the term of this Agreement.

Within one (1) year of the termination of this Agreement, Consultant may notify the City of any Intellectual Property which the City may be in possession to advise of the revocation of said license as to any of it, and request the destruction or return of Intellectual Property, which request shall be complied with by City, and proof of the same shall be delivered to Consultant within thirty days thereafter.

Contractor warrants that all Intellectual Property created or utilized on behalf of the City during the term of this Agreement are either fully owned by Consultant, or if owned by a third party, is used pursuant to lawful means, and that any said use does not infringe upon any common law or statutory copyright, proprietary right, or any other right whatsoever in contravention of law. The Consultant shall indemnify, defend, and hold the City harmless from any and all liability that may incur, including attorney's fees or other legal expenses, arising directly or indirectly from any act or omission of the Consultant. This provision shall survive termination of this Agreement.

6. Indemnification. Each Party agrees that it will indemnify and hold the other Party, its directors, officers, and employees harmless, to from and against any claim, loss, action, suit, proceeding, verdict, damage, award, fine, cost, or other loss, expense or liability resulting from or by reason of the fact of the indemnifying party's intentional, knowing, or willful misconduct, or gross negligence. Notwithstanding the above, the City agrees to indemnify, defend, and hold harmless Contractor, its directors, officers, and employees, from any claim, loss, action, suit, proceeding, verdict, damage, award, fine, cost, or other loss, expense or liability brought by any third party resulting from Contractor's negligence or gross negligence, regardless of amount of damage or insurance limits.

IN THE EVENT OF A BREACH OF THIS AGREEMENT BY CONSULTANT, THE CITY IS LIMITED IN ITS RECOVERY AGAINST CONSULTANT IN THE FORM OF LIQUIDATED DAMAGES IN LIEU OF ALL OTHER AVAILABLE REMEDIES, IN THE AMOUNT OF THE GREATEST QUANTITY OF PROCEEDS PAID TO CONSULTANT IN A SINGLE MONTH IN THE LAST RELEVANT SIX MONTH PERIOD.

7. Miscellaneous.

7.1 Entire Agreement: Modification. This Agreement contains the entire agreement between City and Consultant and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement. The parties may only modify this Agreement by a written amendment signed by both parties.

7.2 Notice. All notices and other communications under this Agreement must be in writing and must be given by personal delivery, electronic mail, telecopier facsimile, or first class mail, certified or registered with return receipt requested, and will be deemed to have been duly given upon receipt if personally delivered, five (5) days after mailing, if mailed, or three (3) hours after transmission, if delivered by telecopies or telegram, to the respective persons named below:

If to City:

City of DuBois
16 W Scribner Ave
DuBois, PA 15801

If to Consultant:

Kafferlin Strategies, LLC
PO Box 95 / 50 Doorkeepers Ln
Spring Creek, PA 16350

Any party may change such party's address for notices by notice duly given pursuant to this Section.

7.3. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to principles of conflicts of law.

7.4. Headings. The Section headings of this Agreement are intended for reference and may not by themselves determine the construction or interpretation of this Agreement.

7.5. Severability: Enforcement. If any portion of this Agreement is determined to be invalid or unenforceable, that portion of this Agreement will be adjusted, rather than voided, to achieve the intent of the parties under this Agreement.

7.6. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same Agreement.

7.7. Waiver. The waiver of any breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of the same or other provision of this Agreement.

7.8 Force Majeure. A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder.

7.9 No Third Party Beneficiaries. This Agreement is made for the benefit of the Parties and is not intended to benefit any third party or be enforceable by any third party.

7.10 Status of Independent Contractor. The relationship between the Parties shall at all times be considered that as between principal (City) and independent contractor (Consultant). While the Consultant shall abide by the decisions of the Board of the City, the Consultant shall be entitled to direct the manner in which said objectives are achieved and to control the details of the work. Nothing in this Agreement shall be construed as creating or establishing the relationship of employer and employee between the City and Consultant, or an employer/employee relationship between the City and any employee or agent of Consultant; nor shall this Agreement be considered to create a joint venture or partnership between the City and the Consultant.

7.11 Dispute Resolution. In the event of any disputes, whether arising prior to or subsequent to the termination of this Agreement, prior to the right of either party to commence legal action, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, and if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation facilities.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement as of the day and year first above written.

SIGNED AND ENTERED INTO this 18th day of November, 2024.

CITY OF DUBOIS (“City”)

By: _____

Typed Name: _____

Title: _____

Date: November 13, 2024

KAFFERLIN STRATEGIES, LLC (“CONSULTANT”)

By: *Lisa M. Hagberg*

Typed Name: Lisa M. Hagberg

Title: Partner

Date: November 12, 2024

**Acknowledge and Accepted By:
TOWNSHIP OF SANDY (“Township”)**

By: _____

Typed Name: _____

Title: _____

Date: November 18, 2024

EXHIBIT A

Description of Duties of Interim City Manager

The Interim City Manager shall have the same authority and responsibilities as described in Pennsylvania law and the ordinances of the City. This includes but is not limited to the general management of all City affairs not expressly imposed or conferred by statute or ordinance upon other City officers or employees.

1. **Supervision of City Departments:** The Partners will supervise and be responsible for the activities of all City departments, except those departments whose supervision is not delegated to the Manager by the Board.
2. **Employee Management:** The Interim City Manager shall have the authority to hire, suspend, or discharge any employee under the Board's supervision, provided that all full-time policemen shall be suspended or discharged in accordance with the laws of the Commonwealth of Pennsylvania. The Manager shall report any such actions to the Board at its next meeting.
3. **Compensation Management:** The Interim City Manager shall have the power to fix wages and salaries of all personnel under their supervision within a range previously determined by the Board and subject to any applicable collective bargaining agreements.
4. **Financial Management:** The Interim City Manager shall ensure that all money owed to the City is promptly paid and, with the approval of the Board and the assistance of the City Solicitor, take proper proceedings for the security and collection of all City claims.
5. **Municipal Office Holding:** The Interim City Manager may hold other municipal offices and head such municipal departments as the Board may from time to time direct, including, but not limited to, City Secretary, City Treasurer, City Engineer, Superintendent of Roads, Zoning Officer, Building Inspector, and Purchasing Agent.
6. **Meeting Participation:** The Interim City Manager shall be notified of all meetings of the Board and its committees, the Zoning Hearing Board, the Planning Commission, with the right to take part in discussions at such meetings.
7. **Agenda Preparation:** The Interim City Manager shall prepare the agenda and supply facts and pertinent data for each meeting of the Boards, the Board's committees, and such other bodies as may be directed by the Board.
8. **City Affairs and Reporting:** The Interim City Manager shall keep the Board informed as to the conduct of City affairs, submit periodic reports on the condition of City finances, submit other reports as requested by the Board, and make recommendations to the Board as deemed advisable.
9. **Contract Management:** The Interim City Manager shall attend to the letting of City contracts

in due form of law and supervise the performance and faithful execution of the same, except where such duties are imposed upon another City officer by statute or the Board.

10. **Handling Complaints:** Complaints regarding City services shall be referred to the Interim City Manager. The Manager, or an employee designated by the Manager, shall investigate and dispose of such complaints, and report thereon to the Board.

CAVEATS:

1. The Interim City Manager will not make recommendations or take action regarding institutional investment activities. The City agrees to retain separate professionals to provide institutional investment advice.

EXHIBIT B

Terms of Compensation

Retainer

The City retains the services of the firm, which includes access on an as-needed basis to the partners and staff of the firm. The retainer is \$27,500 per month and anticipates an average between 50 and 60 hours per week of work. This retainer would primarily cover the Partner responsible for day-to-day operational management, a Partner focused on community and economic development, and various consulting staff to handle grant administration and coordination, and variable tasks such as information technology, collective bargaining, pension, graphic design, or any other needs the firm can consult on using its internal staff. This arrangement allows the City to access the firm's expertise and resources on a flexible basis, ensuring that they have the support they need to achieve their goals.

Expenses

During the term of this Agreement, City will reimburse Consultant for Consultant's reasonable out-of-pocket expenses incurred in connection with City's business, including travel expenses, food, and lodging while away from the area on City business, including but not limited to mileage reimbursement at Current IRS Rate. All travel expenses will be submitted with appropriate documentation.

In addition to the agreed-upon compensation, the City will pay Consultant an allowance of up to \$2,750 on a monthly basis to cover the costs associated with leasing or renting housing accommodations within the city or township and/or hotel for partners and/or staff temporarily residing or traveling to DuBois. This allowance is intended to provide Consultant with the flexibility and resources necessary to manage staffing arrangements effectively and ensure the successful completion of the project. No food allowance will be provided. The City will provide mileage reimbursement, which is expected to be not less than one trip to/from Warren, PA to the City (two trips if two consultants are required).