

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9066

DATE 9-10-20


TITLE

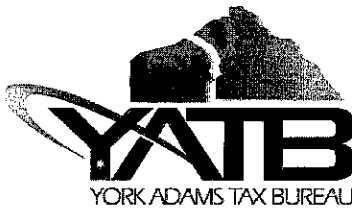
AGREEMENT WITH YORK ADAMS TAX BUREAU (YATB)

BE IT HEREBY RESOLVED by the City Council of the City of Williamsport that the contract for "Online Employer Filing System (LST) through the PaLite CO-OP" attached hereto with the York Adams Tax Bureau for online filing capabilities of Local Service Taxes, in the amount of \$7,500 per year, is hereby approved and the appropriate officials are hereby authorized and directed to execute said agreement.

Approved


City Clerk


President



York Office
1405 N. Duke Street
PO Box 15627
York, PA 17405-0156
Phone (717) 845-1584
Fax (717) 854-6376
<http://www.yatb.com>

Gettysburg Office
240 West Street
PO Box 4374
Gettysburg, PA 17325
Phone (717) 334-4000
Fax (717) 337-2565
Email info@yatb.com

Nick Grimes
City of Williamsport
Local Services Tax Accounts

Re: York Adams Tax Bureau (YATB)
Online Employer Filing System (LST) through the PaLite CO-OP

Dear Nick,

York Adams Tax Bureau ("YATB") is submitting this proposed agreement to City of Williamsport for the purpose of offering City of Williamsport the opportunity to use the YATB Online Employer (LST) Filing System. The purpose of this letter is to set forth the terms and conditions by which City of Williamsport may participate in the YATB Online Employer (LST) Filing System. If the terms and conditions set forth herein are acceptable to City of Williamsport, we ask that you please sign one of the enclosed copies of this letter, as indicated below, and return it to us together with a check payable to "YATB OFS" in the amount of the annual subscription fee as set forth herein.

City of Williamsport's participation in the YATB Online Employer (LST) Filing System shall be subject to the following terms and conditions:

1. **Term.** The Initial Term of this Subscription Agreement shall be from January 1, 2021 until December 31, 2021. Thereafter, this Subscription Agreement shall automatically renew for one-year periods beginning January 1st of each year, unless otherwise terminated by any party as provided for herein. The effective date of this Subscription Agreement shall be the date City of Williamsport submits an executed copy of this Subscription Agreement to YATB, together with the Subscription Fee as provided herein.

2. **Subscription Fee.** The Subscription Fee for the annual Term under this Subscription Agreement shall be Seven Thousand Five Hundred (\$7,500.00) Dollars per year. For each subsequent subscription year, the Subscription Fee shall be Seven Thousand Five Hundred (\$7,500.00) Dollars per year which shall be due and payable on or before January 1st of each year beginning a new term. For the initial year or part of the year, the Subscription Fee shall be pro-rated at the rate of \$625 per month.

YATB reserves the right to adjust the annual Subscription Fee. In the event YATB elects to adjust the annual Subscription Fee, YATB shall give notice to each subscriber of its intent to adjust the annual Subscription Fee not less than 120 days prior to the expiration of the then-current term. City of Williamsport thereafter shall have up to 90 days prior to the expiration of the then-current term in which to advise YATB whether it intends to withdraw from the YATB Online Employer (LST) Filing System effective the beginning of the next term.

In the event City of Williamsport fails to notify YATB of its intent to withdraw from the YATB Online Employer (LST) Filing System 90 days prior to the expiration of the then-current term, City of Williamsport's subscription to the YATB Online Employer (LST) Filing System shall automatically renew for the upcoming term, and City of Williamsport shall be obligated to pay the subscription fee for the following term at the applicable annual rate established by YATB.

3. Termination.

A. This Subscription Agreement may be terminated by YATB upon 30 days written notice in the event City of Williamsport fails to pay any Subscription Fee or Monthly Operating Expense, as provided for herein, within the time period established for making said payments.

In addition, YATB may terminate this Subscription Agreement with City of Williamsport upon 30 days written notice in the event City of Williamsport fails to comply with the terms of this Subscription Agreement.

In the event YATB terminates this Subscription Agreement for cause because of City of Williamsport's failure to pay the annual Subscription Fee or Monthly Operating Expenses in a timely manner, City of Williamsport shall not be entitled to a proration of services used or any refund of the Subscription Fees received for that subscription year and shall be required to pay any annual Subscription Fees or Monthly Operating Expenses due and owing up through the date of termination.

B. YATB may, at its sole discretion, terminate the Subscription Agreement upon 90 days written notice, if YATB determines that it is no longer advantageous or in the best interest of YATB to continue operating the YATB Online Employer (LST) Filing System.

In the event YATB decides to discontinue operating the YATB Online Employer (LST) Filing System for any reason, City of Williamsport shall be entitled to a prorated refund of the annual Subscription Fee for that subscription year through the date of termination, although City of Williamsport shall be required to pay all Monthly Operating Expenses which are or shall become due and payable through the date of termination.

C. City of Williamsport may terminate this Subscription Agreement for any reason, upon 90 days written notice to YATB. In the event City of Williamsport decides to terminate this Subscription Agreement prior to December 31st of any subscription year, there shall be no proration for services used nor any refund of the Subscription Fees received for that subscription year, and City of Williamsport shall remain responsible for paying any annual Subscription Fees or Monthly Operating Expenses which are due and payable through the date of termination.

4. **Monthly Operating Expenses.** The Monthly Operating Expenses of the YATB Online Filing System shall be allocated among all parties subscribing to and participating in the YATB Online Filing System.

“Monthly Operating Expenses” shall include all regular operating expenses associated with operating the YATB Online Filing System, including, but not limited to monthly hosting facility rental charges, regular maintenance of computer servers, backup system operations, security controls, internet web interface maintenance, etc.

Monthly Operating Expenses will be apportioned among each party participating in the YATB Online Filing System based upon each member’s respective percentage of the total amount of line item transactions transmitted by and through the YATB Online Filing System to or from each respective tax collection agency or tax collection district for that month.

The following illustrates the method for apportioning Monthly Operating Expenses among YATB, and three subscribing tax collection agencies or tax collection districts:

EXAMPLE: Total July 2020 Expenses = \$2,000.00

YATB	125 line item transactions transmitted
Sub #1	75 line item transactions transmitted
Sub #2	150 line item transactions transmitted
Sub #3	<u>25</u> line item transactions transmitted
	375 total line item transactions transmitted

YATB = 125transactions/375transactions = 33% x \$2,000 = \$660 share of July Expenses	
Sub#1 = 75transactions/375transactions = 20% x \$2,000 = \$400 share of July Expenses	
Sub#2=150transactions/375transactions = 40% x \$2,000 = \$800 share of July Expenses	
Sub#3= 25transactions/375transactions = <u>7%</u> x \$2,000 = <u>\$140</u> share of July Expenses	
	100% \$2,000

Costs associated with changes, modifications, and upgrades to the YATB Online Filing System, as recommended and approved by YATB, shall be shared among YATB, City of Williamsport, and all other subscribers, on a prorated basis based upon average monthly use.

Monthly Operating Expenses will be billed to YATB, City of Williamsport, and all other subscribing tax collection agencies or tax collection districts on a quarterly basis.

Payment of invoices for Monthly Operating Expenses, surcharges, and costs associated with changes, modifications or upgrades to the YATB Online Employer (LST) Filing System will be due within 30 days of the date of the invoice.

Any party which participates in the YATB Online Filing System, including but not limited to YATB, City of Williamsport, and any other subscribing tax collection agency or tax collection district, which fails to remit payment in full of its respective prorated share of Monthly Operating Expenses, surcharges, or costs associated with changes, modifications, or upgrades to the YATB Online Filing System, for two (2) consecutive months shall have all transmissions of data suspended until the outstanding balances are paid in full, and shall be subject to termination pursuant to the provisions set forth herein.

5. **Representations and Disclaimers.**

- a. YATB shall use best management practices to maintain a secure online environment through the YATB Online Filing System for the filing, storage, and retrieval of electronic data filed electronically by Individuals, contracted payroll service providers, and other parties supplying information necessary for the reporting of local tax information. YATB cannot guarantee the accuracy of any such electronic data, nor the security of such data. YATB has entered into an agreement with a third party computer server facility for the purpose of hosting the YATB Online Filing System, and as such, YATB cannot guarantee uninterrupted access to any electronic data filed online by any individual, Individual, contracted payroll services provider, or any other party reporting local tax information. The foregoing notwithstanding, upon request YATB shall provide City of Williamsport with information related to best management practices employed by YATB and its third party computer server hosting facility relative to efforts to maintain a secure online environment and procedures employed to promote uninterrupted access to the YATB Online Filing System.
- b. YATB is not responsible for making City of Williamsport's computer system compatible with the YATB Online Filing System. City of Williamsport shall be solely responsible for making its computer system and network compatible with the YATB Online Filing System, including but not limited to purchasing any hardware or software necessary to achieve such compatibility.
- c. Nothing contained herein shall create an interest or right in or for the benefit of any third party.

If the terms and conditions set forth herein are acceptable to City of Williamsport, we ask that an authorized representative of City of Williamsport please sign and return an original copy of this Subscription Agreement along with the Annual Subscription Fee as set forth in Paragraph 2 above.

Very truly yours,
YORK ADAMS TAX BUREAU

Albert R. Timko, Jr.
Executive Director

The City Clerk, City Mayor, and City Controller are authorized representatives of City of Williamsport, and on behalf of City of Williamsport hereby accept the terms and conditions set forth above in the YATB Online Employer (LST) Filing System Subscription Agreement.

City Controller *Margaret J. Chodura*

Date: 9/11/20

City Mayor *Dan Laughter*

Date: 9/11/2020

City Clerk *James M. Frank*

Date: 9/11/2020