

CONTRACT FOR SERVICES

PREAMBLE

THIS CONTRACT is made and entered into by and between the Oregon City/County Management Association (OCCMA), an unincorporated association of general-purpose local government or council of governments managers and assistants in the State of Oregon, and the Oregon Latinos in Local Government (OLLG), a regional chapter of the Local Government Hispanic Network.

RECITALS

WHEREAS, OCCMA is an unincorporated association of general purpose local government or council of governments managers and assistants in the State of Oregon which serves to: support professional management in local government; promote the exchange of information between members; offer personal support to members; sustain the functions, principles and goals of the International City/County Management Association; and to provide any other service approved by the OCCMA Board of Directors;

WHEREAS, OLLG is a regional chapter of the Local Government Hispanic Network which serves to elevate Hispanic professionals; serve as a resource to all local government managers in communities with significant Hispanic populations; provide opportunities for professional development and awareness of Hispanic/Latino issues within communities; and increase skills to engage Hispanic/Latino communities in local governance;

WHEREAS, on November 17, 2022, the OCCMA Board approved entering into a contract with the OLLG whereby the OCCMA shall provide services as described herein to OLLG;

WHEREAS, on December 12, 2022, the OLLG Board approved entering into a contract with the OCCMA whereby the OCCMA shall provide services as described herein to OLLG.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Scope of Services. The OCCMA agrees to provide the following services to the OLLG.

Section 1.1. Financial Services.

- 1.1.1 Maintain the OLLG's financial records in accordance with generally accepted accounting practices, provide quarterly financial statements, and manage accounts payable/receivable related to the OLLG.
- 1.1.2 Assist the OLLG in the development of an annual budget.

Section 1.2. OLLG Board & Membership Meetings.

- 1.2.1 Prepare agenda and notices for no more than one virtual Board meeting per month and no more than one membership meeting per calendar year.
- 1.2.2 Prepare and submit minutes of each meeting.

Section 1.3. Annual Membership Drive.

The OCCMA will assist the OLLG with an annual membership drive to take place in December of each calendar year. The OLLG is responsible for developing the needed membership application forms and invitation letters, while the OCCMA is responsible for distributing the forms and processing the membership applications.

Section 1.4. Events.

The OCCMA will provide registration support for no more than four (4) OLLG annual in-person or virtual events per calendar year; no other support will be provided. OLLG is responsible for any costs associated with such events, including credit card fees incurred by the OCCMA in handling the registrations for the events.

Section 1.5. Administrative Agent.

The OCCMA has secured the services of the League of Oregon Cities (LOC) to act as its administrative agent. The OLLG acknowledges that the work and services provided by the OCCMA under this Contract will more likely than not be provided by the LOC and its staff. The OLLG specifically agrees that any of the work or services to be provided by the OCCMA under this Contract, can instead be provided by the LOC, provided the LOC is acting as the administrative agent for the OCCMA.

Section 1.6. Marketing.

The parties agree that the OCCMA, acting through its administrative agent the LOC, will provide information related to the formation, purpose, and activities of the OLLG via the LOC Bulletin no more than one time per calendar month. Any information shared via the Bulletin is to be wholly prepared by the OLLG and shall be submitted to the LOC in accordance with the LOC's established deadlines.

Section 1.7. Services Specifically Excluded.

Both parties acknowledge that the OCCMA will not provide the OLLG with any of the following services: newsletter production and/or distribution; membership directory compilation and/or distribution; website registration, maintenance and/or postings; listserv development and/or maintenance; support for committees and/or subcommittees; legal assistance; and any

other service or product not specifically and affirmatively acknowledged in Section 1.1 through Section 1.6.

Section 2. Payment for Services. The OCCMA agrees to pay the LOC as follows:

Section 2.1. Payment for Services Described in Section 1. The OCCMA agrees to pay the LOC a fee of Four Thousand Six Hundred and Eighty-Nine Dollars (\$4,689.00) for the term of this Contract. The fee shall be paid in equal quarterly installments of Seven Hundred and Eighty-One Dollars and Fifty Cents (\$781.50).

Section 2.2. Hard Costs. In addition to the flat fee described in Section 2.1, the OLLG shall be financially responsible for the following:

- 2.2.1. Hard costs associated with events including but not limited to: facility rental, catering, equipment rental, platform fees, credit card fees, and liability insurance.
- 2.2.2. Any paper copies made by the OCCMA, or the LOC acting as the OCCMA's administrative agent, shall be billed to the OLLG at a rate of ten (10) cents per page.
- 2.2.3. Any postage paid by the OCCMA, or the LOC acting as the OCCMA's administrative agent, on behalf of the OLLG shall be billed to the OLLG at the actual cost incurred.
- 2.2.4. Any printing costs paid by the OCCMA, or the LOC acting as the OCCMA's administrative agent, on behalf of the OLLG shall be billed to the OLLG at the actual cost incurred.

Section 2.3. Chair Travel Expenses. Within thirty (30) days of travel, the Chair may request reimbursement for travel expenses to attend the Local Government Hispanic Network (LGHN) Biennial Conference and the LGHN Annual Membership Meeting. The Chair may designate a board member to attend the meeting(s) on the Chair's behalf and receive reimbursement from the OCCMA pursuant to this Contract.

- 2.3.1. Travel expenses include the costs of a rental car, or mileage for private automobile travel at current IRS-approved rates, whichever is less; airfare; airport parking; hotel or motel accommodations at an amount that does not exceed the federally established per-diem rate; meal expenses that do not exceed the federally established per-diem rate; and registration fees.

Section 3. General Terms and Conditions.

Section 3.1. Obligations. Neither party is, by virtue of this Contract, a partner or joint venture in connection with activities carried out under this Contract and shall have no obligation with respect to the other party's debts or any other liability or obligation of the

other party of whatever kind or nature except as set forth in Paragraphs 3.2 and 3.3 of this Contract.

Section 3.2. Agency. Neither party is, nor shall be deemed to be, an agent of the other party for any purpose.

Section 3.3. Hold Harmless, Indemnification, Defense. The OCCMA agrees to hold harmless, indemnify, and defend the OLLG, and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of the OCCMA or its officers, subcontractors, or agents resulting from the event, or any connection to this Contract. The OLLG agrees to hold harmless, indemnify, and defend the OCCMA and its officers and administrative agent, specifically the LOC, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of the OCCMA or its officers, administrative agents, employees, subcontractors, or agents resulting from the event, or any connection to this Contract.

Section 3.4. Termination. This Contract may be terminated by either party by giving written notice to the other party no later than ninety (90) days prior to the proposed termination date. The OCCMA shall be entitled to compensation for the services performed up to the date of termination.

Section 3.5. Applicable Law. This Contract shall be governed and construed in accordance with the laws of the State of Oregon. The parties hereby submit to jurisdiction in Marion County, Oregon and agree that any and all disputes arising out of or related to this Contract shall be litigated exclusively in the Circuit Court for Marion County, Oregon and in no federal court or court of another county or state.

Section 3.6. Changes or Amendments. The parties may agree, in writing, to changes to any provisions of this Contract. However, no change shall be effective until approved, in writing, by a representative of each party.

Section 3.7. Warranties. The persons signing this Contract represent and warrant that such persons have the requisite power and authority to enter into, execute, and deliver the Contract and that the Contract is a valid and legally binding obligation of each respective party.

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Section 4. Effective Date and Term. This Contract shall be effective as of January 1, 2023, and shall be in effect until June 30, 2024, unless sooner terminated by the parties as provided for in this Contract.

The Oregon City/County Management Association

Susie Marston

Susie Marston
OCCMA President

11/22/22
Date of Signature

The Oregon Latinos in Local Government

Maricela Guerrero

Maricela Guerrero
Chair, OLLG Board of Directors

12/12/22
Date of Signature