

Association Management Services Agreement

This Association Management Services Agreement (the "Agreement") is made effective as of, April 1, 2018 by and between the Puget Sound Chapter of the Association of Legal Administrators (hereinafter referred to as "PSALA") and Association Management, Inc., a Washington corporation (hereinafter referred to as "AMI").

In this Agreement, the party who is contracting to receive services is PSALA, and the party who will be providing services is AMI.

The parties agree as follows:

1. **Objective:** AMI is to provide quality administrative and leadership support to the PSALA, thereby reducing the time and cost spent by volunteer board and Chapter members on administrative tasks. Staff will be titled CEO and provide direction aligned with title. By providing the below referenced services, board members should be able to concentrate more time to the areas of responsibilities required to accomplish their goals.
2. **Services:** The services listed below are examples of what is offered and are in no way limited to this list.
 - a. **Leadership Support:** Assist President and President-Elect with Board and Board Meeting responsibilities, including Bylaw review, suggestions and updates; at 12 Board Meetings per year; provide supporting documents for meetings including agendas and minutes; and provide expertise. Attend one Board meeting in person per quarter, call in for the other two per quarter.
 - b. **Event Support:** Provide *basic* registration and promotion for up to 30 small events per year, using basic event chair notification systems; provide administrative support for up to ten (10) smaller events, provide all logistical and administrative support for four (4) signature events per year (registration support, marketing, registration fee processing, name badge preparation, attendee data to leadership, on-site support, and financial reconciliation).
 - c. **Financial Support:** Invoice members for annual PSALA membership dues; process all payments, full A/R and A/P support, monthly account reconciliation, financial reporting, and 1099 preparation; and assist PSALA CPA with preparation of the 990 annual submission.
 - d. **Membership Retention:** Provide membership data updates and membership roster updates and distribution;
 - e. **Communications Support:** Support PSALA leadership in drafting and finalizing announcements of chapter meetings; format monthly Soundings newsletter with support from Newsletter Editor (articles sent to AMI when ready), proofread, post on the website with consistent look, and distribute to members/full contact list via email; prepare and distribute weekly e-mail blasts; design and distribute three (3) additional event emails per month; proactively update website, administer SEO, and support associated with the high-end new website designed and implemented in 2018. Answer phone 8 a.m. to 4 p.m. Monday through Friday to assist PSALA chapter and board members.
 - f. **Business Partner Support:** Assist the PSALA VP of Business Partner Relations with two annual sponsorship programs and business partner related events, administration of all sold packages and benefits, and basic relationship communication with Business Partners.
 - g. **Regional and National Reporting:** Reporting as required between PSALA and Region 5 officers and ALA Headquarters staff. Work with Board in sending photos and descriptions of chapter events to ALA on a regular basis.
 - h. **Records Maintenance and Storage:** Maintain physical records, as appropriate.

- i. Other responsibilities as agreed to by AMI and PSALA.

AMI may, at its discretion, request specific directives for action be signed by authorized signers of PSALA prior to action. Facsimile and e-mail authorization are allowed under the terms of this Agreement.

3. **Compensation:** PSALA agrees to pay, and AMI agrees to accept compensation at the flat rate of \$3,995.00 per month, plus specific and pre-approved expenses. Expenses will include office supplies, Propay, and Heartland merchant fees, Constant Contact email distribution charges, website add-ins, postage, copies, long distance and mileage specifically attributable to PSALA.

- a. Invoices shall be submitted in advance of services on a monthly basis and shall be due within 10 days of receipt, so long as they are accurate and complete.

4. **Terms & Conditions:** This Agreement becomes effective April 1, 2018 and will continue in effect until terminated by ninety (90) days written notice to the other party, by either party. This agreement will automatically renew annually on December 1 unless terminated by either party with proper notification or for cause. Termination for cause requires only thirty (30) days written notice.

- a. The services provided by AMI shall be performed in a professional manner and shall be of a high grade nature and quality. The services shall be performed in a timely manner and shall meet deadlines agreed upon between PSALA and AMI.

5. **Miscellaneous**

- a. **Relationship of Parties:** Nothing in this agreement shall be deemed to create an employer-employee relationship. The relationship between the parties shall be as independent contractor.

- b. **Insurance:** Both parties acknowledge their individual responsibilities to carry appropriate general liability, D&O and other appropriate insurance as required by Washington state law. PSALA shall be responsible to maintain national affiliation and federal taxpayer status. Both parties agree to indemnify the other for actions performed under this contract.

- c. **Confidentiality & Ownership:**

- i. AMI recognizes and acknowledges that PSALA possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of PSALA related to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by PSALA, or (b) information that subsequently becomes public through no act or omission of PSALA. AMI agrees that all of the confidential information is and shall continue to be the exclusive property of PSALA, whether or not disclosed to or entrusted to AMI's custody. AMI agrees not to, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of PSALA.
- ii. To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, or other materials prepared by AMI in the performance of services under this Agreement include material subject to copyright protections, such materials have been specially commissioned by PSALA and they shall be deemed "work for hire" as such term is defined under U.S. copyright law. To the extent any

such materials do not qualify as "work for hire" under applicable law, and to the extent they include material subject to copyright, patent, trade secret or other proprietary rights protection, AMI hereby irrevocably and exclusively assigns to PSALA, its successor, and assigns, all right, title and interest in and to all such materials. To the extent any of AMI rights in the same, including without limitation any moral rights, are not subject to assignment hereunder, AMI hereby irrevocably and unconditionally waives all enforcement of such rights. AMI shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement. All documents, magnetically or optically encoded media, another tangible material; and any procedures created by AMI as part of its services under this Agreement shall be owned by PSALA.


- d. **Return of Materials:** AMI agrees that upon termination of this Agreement by either party, AMI will return to PSALA all notes, drawings, memoranda, writings, software, devices, documents and any other material containing or disclosing any confidential or proprietary information of PSALA in the same format AMI has maintained them. Files will be kept for PSALA by AMI only during the contract period as required by PSALA policy.
- e. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to conflict of law principles.
- f. **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.
- g. **Amendment:** This Agreement may be amended only by a writing signed by AMI and by a duly authorized representative of PSALA.
- h. **Severability:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- i. **Notices:** All notices, requests, demands and other communications given hereunder shall be in writing and delivered personally, by overnight courier, by US Mail, e-mail or facsimile, and shall be deemed delivered when actually received. The executed copy of this Agreement and/or any written notices to PSALA should be provided to:

Puget Sound Chapter of the Association of Legal Administrators
5727 Baker Way NW, Suite 200
Gig Harbor, WA 98332

The above conditions are hereby agreed to on this 7th day of February, 2018.



Lianna S. Collinge, CAE
President/Association Management Inc.



Tara Binge, President Elect
Puget Sound Assoc. of Legal Administrators