

CONTRACT FOR SERVICES

PREAMBLE

THIS AGREEMENT is made and entered into by and between the Oregon City/County Management Association (OCCMA) Host Committee and the League of Oregon Cities (LOC).

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 Manager's Association (ICMA); and to provide any other service approved by the OCCMA Board of Directors;

WHEREAS, LOC is a consolidated department of Oregon cities created under ORS Chapter 190 which has the ability and capacity to provide services for organizations such as the OCCMA;

WHEREAS, on October 3-6, 2021, OCCMA will be hosting the ICMA 2021 annual conference in Portland, Oregon;

WHEREAS, the OCCMA has established a Host Committee to coordinate the various responsibilities of the OCCMA in hosting the conference;

WHEREAS, on September 27, 2018, the OCCMA Board approved a Memorandum of Authorization which outlines the responsibilities and authority of the Host Committee for meeting the host responsibilities for the conference;

WHEREAS, the Host Committee Co-Chairs have been granted authority by the OCCMA under the OCCMA Host Committee Memorandum of Authorization to enter into contracts on behalf of OCCMA in the amount budgeted by the OCCMA Board;

WHEREAS, the Executive Director of LOC has been granted authority by LOC's Board of Directors to enter into contracts on behalf of LOC.

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

Section 1. 2021 ICMA Annual Conference Scope of Services. The parties agree that both will play a role in the creation and production of the 2021 ICMA Annual Conference held from October 3-6, 2021. The Host Committee will be responsible for all costs associated with the below services. LOC shall not enter into or sign any contractual agreement for conference facility rental, catering, AV/WI-FI rental, hotel room rate guarantees, or liability insurance until the same has been approved by the Co-Chairs acting on behalf of the Host Committee. LOC agrees to provide the following services to OCCMA Host Committee:

- A. Provide administrative support to the OCCMA Host Committee co-chairs including scheduling meetings, preparing meeting notes, preparing correspondence, and tracking

membership and documents.

B. Provide administrative support to the Host Committee's ten sub-committees (listed below).

- a. Fundraising
- b. Major Evening Social Events
- c. Volunteer Coordination/Support Services
- d. Partners Program
- e. Inspirational Breakfast
- f. Athletic Events
- g. Assistants Exchange
- h. Field Demonstration
- i. Tours
- j. Promotional Activities

C. The provision of LOC services estimated to exceed 4 hours of time and assigned by anyone other than the Host Committee Co-Chairs must first be approved by the Co-Chairs.

Section 2. Payment for Services. The OCCMA Host Committee agrees to pay LOC an hourly fee of \$30 for LOC staff time utilized to fulfill LOC services provided in Section 1 above. LOC will provide a monthly invoice of staffing costs. Each invoice will be due upon receipt and be paid within 30 days of receipt. In the event the Host Committee requests and authorizes work by LOC staff not identified in Section 1, the Host Committee shall reimburse LOC for such staff time at a rate that will reimburse the LOC at an hourly rate that captures the annual total cost of staffing compensation divided by 2080 hours. In addition to any hourly fees, the Host Committee shall be financially responsible for the following:

- A. Hard costs associated with conferences including but not limited to facility rental, catering, equipment rental, and liability insurance.
- B. Any paper copies made by LOC shall be billed to the Host Committee at a rate of 10 cents per page.
- C. Any postage paid by LOC on behalf of the Host Committee shall be billed to the Host Committee at the actual cost incurred.
- D. Any printing costs paid by LOC on behalf of the Host Committee shall be billed to the Host Committee at the actual cost incurred.
- E. Any travel expenses incurred by LOC administrative support person(s) who is/are requested to attend the conference in person shall be billed to the Host Committee for the following:

- a. Reimbursement for mileage at the current federal General Services Administration rate;
- b. Hotel expenditure; and
- c. Reimbursement for food at the current per diem rate established by the General Services Administration for the state of Oregon.

Section 3. Signature Authority. The Co-Chairs acting on behalf of the Host Committee grants LOC's Executive Director, or the Executive Director's designee, signature authority for purposes of signing any contracts or documents necessary to facilitate LOC's responsibilities under this contract. The Executive Director, the Executive Director's designee, shall provide a written report to the Host Committee at each Host Committee meeting for all contracts and documents executed on behalf of the Host Committee during the prior reporting period.

Section 4. General Terms and Conditions.


- A. 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 B and C of this section.
- B. Agency. Neither party is, nor shall be deemed to be an agent of the other Party for any purpose except where the Host Committee has granted signature authority to LOC's Executive Director or designee pursuant to Section 3 of this contract.
- C. Hold Harmless, Indemnification, Defense. The Host Committee agrees to hold harmless, indemnify, and defend LOC, 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 Host Committee or its officers, subcontractors, or agents resulting from the event, or any connection to this contract. LOC agrees to hold harmless, indemnify, and defend the Host Committee and its officers 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 or LOC or its officers, employees, subcontractors, or agents resulting from the event, or any connection to this contract.
- D. Termination. This contract may be terminated by either party by giving written notice to the other party no later than 90 days prior to the proposed termination date. LOC shall be entitled to compensation for services performed up to the date of termination.
- E. Extension. The effective dates of this contract may be extended as agreed upon by both parties, in writing.

- F. 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.
- G. 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 representatives of each party. LOC's representative shall be its Executive Director and the Host Committee's representatives shall be its co-chairs.
- H. Assignability. This contract is not assignable by LOC, either whole or in part, unless LOC has obtained prior written consent of the Host Committee.
- I. 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.
- J. Conditions. As a condition precedent to LOC's performance under the contract, OCCMA shall maintain its status as an affiliate member with LOC. Nothing in this contract shall relieve OCCMA for the cost of such affiliate membership.

Section 5. Effective Date. This contract shall be effective as of July 1, 2019, and shall be in effect until December 31, 2021, unless otherwise terminated or extended by the parties as provided for in this contract.

The OCCMA Host Committee for the 2021
ICMA Annual Conference Co-Chairs

The League of Oregon Cities



Joe Gall
Host Committee Co-Chair

7/12/19
Date



Mike Cully
Executive Director

7.19.2019
Date



Eileen Stein
Host Committee Co-Chair

7-12-19
Date



Spencer Nebel
Host Committee Co-Chair

7/12/19
Date