

AGREEMENT

SDAO VENDOR SOLUTIONS NETWORK PROGRAM

THIS AGREEMENT is made and entered into this ____ day of _____, _____, by and between SPECIAL DISTRICTS ASSOCIATION OF OREGON, an Oregon nonprofit public corporation with its principal place of business at 727 Center St. NE, Salem, Oregon 97301 (hereinafter "SDAO"), and _____, with its principal place of business at _____, (hereinafter "Consultant").

Recitals

1. SDAO operates its Vendor Solutions Network Program for the benefit of its member districts which provides SDAO members a pool of consultants that render a variety of professional services to public agencies, including but not limited to strategic planning, financial audits, public relations, elections, legal counsel, information technology and more (hereinafter the "Program"). Consultants voluntarily participating in the Program agree to provide exclusive discounts and/or exclusive value-added benefits to SDAO member districts that wish to utilize the services of such consultants and are referred to such consultants through the Program.

2. In consideration for such exclusive discounts and/or value-added benefits to SDAO members, SDAO agrees to: (a) List the Consultant on SDAO's Vendor Solutions Network online directory which includes a description of the Consultant's organization and services offered (b) Invitations to submit session proposals for conferences and submit articles for publications; and (c) Allow the Consultant to host webinars for SDAO members relevant topics at no cost.

3. Consultant agrees to voluntarily participate in the Program and to enter into this Agreement to specify the terms and conditions of Consultant's participation in the Program and the services to be provided by SDAO to Consultant in consideration of such participation.

Agreement

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, Consultant and SDAO hereby agree as follows:

I. Terms and Conditions of Participation in the Program.

A. Consultant hereby voluntarily agrees to participate in the Program. Consultant certifies that it is duly licensed, qualified and equipped to perform those consulting services to Oregon special districts which are described in Exhibit A, attached hereto, and incorporated herein by this reference.

B. Consultant will provide SDAO with letters of reference from three local government clients, preferably special districts, confirming the quality and affordability of the Consultant's services.

C. Consultant agrees to offer one or more discounts and/or benefits on the services it offers to SDAO members. Consultant may not change discounts and/or benefits more than one (1) time per year. SDAO must be informed of changes in writing.

D. Consultant may not advertise or imply its participation in the Program is an endorsement by SDAO of its products or services.

E. SDAO reserves the right to solicit periodic feedback from members utilizing the service(s) of a Consultant participating in the Program to ensure quality services and value are being delivered as agreed upon.

F. SDAO may, on occasion, need to modify the Program and its requirements for continued participation based on member feedback and to ensure member satisfaction.

G. SDAO reserves the right to not include or remove Consultants participating in the Program that have demonstrated unethical, deceptive and/or unprofessional practices in offering the benefits/services.

II. **Scope of Services to be Provided by SDAO.**

A. In consideration for Consultant's voluntary participation in the Program and the offering of exclusive discounts and/or value-added benefits to SDAO members utilizing Consultant's services, SDAO agrees to provide the following services in support of Consultant's participation in the Program during the term of this Agreement:

1. Provide exposure of Consultant's business to SDAO members through the online Vendor Solutions Network directory, which listing shall include the discount and/or value-added benefit agreed to be offered by Consultant in connection with its participation in the Program.

2. SDAO may periodically invite the Consultant to participate in training sessions at SDAO conferences, in SDAO publications and email communications, and in SDAO created webinars.

3. SDAO agrees to be solely responsible for all costs of marketing and promotion of the Program and Consultant's participation therein to SDAO members.

III. **License of SDAO Name and Logo.**

A. SDAO hereby grants a limited license to Consultant to use its name (to include both "Special Districts Association of Oregon and the "SDAO" acronym), and logo to communicate to the public Consultant's participation in the Program as consideration for Consultant's agreement to participate in the Program and offer discounts and/or value-added benefits to SDAO members as provided herein. Consultant hereby accepts said grant of this limited license on the terms and conditions specified herein.

B. Consultant agrees that the license granted hereunder and its usage of SDAO's name and logo shall be restricted to the marketing, sale and promotion of Consultant's business to SDAO members and others in the special district community including special districts which are potential members of SDAO. Consultant further agrees that in its exercise of such right to use SDAO's name and logo that it shall protect the name and goodwill of SDAO.

C. In order to protect the reputation and goodwill of SDAO, Consultant agrees to provide SDAO with the right to review and pre-approve all uses of SDAO's name and logo by Consultant or its agents. Consultant shall submit to SDAO a copy of the intended use of SDAO's name and logo and SDAO shall have ten (10) days to approve or disapprove such use by Consultant. If SDAO fails to respond within ten (10) days of receipt of such material, then SDAO's silence shall be deemed approval of Consultant's proposed use of the SDAO name and/or logo.

D. Upon termination or expiration of this Agreement, Consultant shall immediately cease utilization of SDAO's name and logo in connection with the Program.

IV. **Term and Termination.**

A. The term of this Agreement shall commence on the date Consultant agrees to participate in the Program and executes this Agreement and will remain in full force and effect for one year. Thereafter, the agreement will renew automatically for successive one-year terms unless terminated in writing by either party at least 60 days prior to the end of such term. In the event of a material breach of this Agreement, this Agreement may be terminated by the non-breaching party immediately upon written notice to the other party, which termination shall be contingent upon the breaching party failing to cure such breach within 30 days of its receipt of such written notice from the non-breaching party. In addition, SDAO reserves the right to terminate this Agreement immediately in the event Consultant demonstrates unethical, deceptive, and/or unprofessional practices in offering or providing services to SDAO members, as determined solely by SDAO.

V. **Non-liability of SDAO for Damages Resulting from Provision of Consultant Services.**

This Agreement is made upon the express condition that SDAO is to be free from all liability and claims for damages of any kind from any cause or causes whatsoever by reason of or resulting from the provision of consulting services by Consultant to SDAO members pursuant to the Program, and by its execution hereof, Consultant so agrees. The provisions of this Section shall survive any termination or expiration of this Agreement.

VI. **Indemnification.**

Each party hereby agrees to defend, indemnify, save and hold harmless the other party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of: (i) any alleged negligent act or omission by the party or any of its officers, directors, employees, or agents arising out of the performance of this Agreement; and/or (ii) the party's actual or alleged breach of any of the covenants, representations and warranties made in this Agreement. This indemnity shall require the payment of costs and expenses as they occur. Each party shall promptly notify the other party upon receipt of any claim or legal action referenced in this Section. The provisions of this Section shall survive any termination or expiration of this Agreement.

VII. **Relationship of the Parties.**

The relationship of SDAO and Consultant to each other is that of licensee and licensor with respect to Consultant's use of SDAO's name and logo. SDAO and Consultant agree that nothing herein creates any official endorsement by SDAO of Consultant or the services provided by Consultant. In addition, nothing herein shall create any association, joint venture, partnership, or agency relationship of any kind between SDAO and Consultant. Neither party is authorized to incur any liability, obligation, or expense on behalf of the other, or to represent that SDAO is in the business of providing products or services provided by Consultant.

VIII. **Governing Law.** All issues regarding the construction, performance and enforcement of this Agreement and the rights and the liabilities of the party hereunder shall be determined in accordance with the laws of the State of California.

IX. **Assignment.** This Agreement may not be assigned, or the rights granted hereunder transferred or sublicensed by either party without the express prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year indicated below.

SPECIAL DISTRICTS ASSOCIATION OF OREGON

Dated: _____, 20__

By: _____

Executive Director

[CONSULTANT COMPANY]

Dated: _____, 20__

By: _____

Title: _____

EXHIBIT A

LETTERS OF REFERENCE

Attach letters of reference from three local government clients, preferably special districts, confirming the qualify and affordability of the Consultant’s services or products.

DESCRIPTION OF SERVICES PROVIDED BY CONSULTANT

(This description to be used in online directory)

Example:

Company Name

We specialize in the development of organizational effectiveness, collaborative labor relations, and multi-party negotiations/decision making of all types.

**DESCRIPTION OF EXCLUSIVE DISCOUNT(S) AND/OR VALUE-ADDED BENEFIT(S)
TO BE EXTENDED TO SDAO MEMBERS**

Example:

- 1) Free ½-hour needs assessment consultation to determine the capacity of our firm to be of service.
- 2) 20% discount on daily rate for services rendered per agreed upon assessment and engagement design.
- 3) Free 20-page publication on collaborative negotiation.
