

## **Services Agreement**

### **Between the Oklahoma Code Enforcement Association And the Oklahoma Municipal League**

**1.0 OVERVIEW:** The following agreement is entered into and binding upon the Oklahoma Code Enforcement Association, herein referred to as "OCEA," and the Oklahoma Municipal League, herein referred to as "OML," for the purpose of providing secretariat services under the terms and conditions agreed to by both parties. This agreement shall become effective August 1, 2007, and shall remain in effect until June 30, 2008. Thereafter, this agreement shall renew for successive one-year terms July 1 through June 30 unless formal action is taken by either party to cancel the agreement. Either party may cancel this agreement in its entirety upon 30 days written notice to the other party prior to the termination date and resolution of all outstanding matters covered within the agreement, including, but not limited to the refunding of all unencumbered OCEA funds.

**2.0 PURPOSE:** It is the general purpose of this agreement for OML to provide OCEA with secretariat services under the terms and conditions contained herein. Both parties agree to mutually facilitate the betterment of municipal code enforcement and related activities in Oklahoma. Both OCEA and OML shall continue to serve their member municipalities and municipal officials thereof independently as necessary, including policy decisions and lawful actions, outside the terms of this agreement.

**3.0 BASE COMPENSATION:** This agreement shall assure compensation to OML by OCEA for services provided. Such compensation shall constitute an initial payment by OCEA to OML of \$5,000.00 (five-thousand dollars) for OML to establish an accounting in a manner of its choosing, herein referred to as a "Bank Fund," for OCEA's secretariat services. Upon the OML compensation Bank Fund balance reaching an amount of \$2,000.00 (two-thousand dollars) or less, OML shall notify the OCEA president, or his or her designee, to which OCEA agrees to immediately forward adequate as a compensatory replenishment of the OML Bank Fund. The compensation amounts may be adjusted upon mutual agreement of OCEA and OML upon successive renewals of this agreement.

**4.0 SERVICES COMPENSATION:** OCEA agrees that OML shall charge the Bank Fund a reimbursement for services provided. Such charges shall constitute the costs for all materials customarily used by OML for OCEA events and activities – including but not limited to paper, publication and mailing costs. Charges shall also be reimbursed for "weighted costs" of staff time in preparation of materials, activities or events as is the customary rate charged by OML for appropriate employee positions. Additionally, OML

shall be paid a 15 percent “Administrative Fee” by OCEA based upon the cumulative charges for materials and staff services provided by OML.

**5.0 PAYMENT AND ACCOUNTING:** OCEA authorizes OML to charge the Bank Fund for the actual cost of materials and staff time upon incurring such costs. OML shall maintain an accurate accounting of the charges to the Bank Fund and shall maintain invoices or other documents necessary for audit and verification upon request by OCEA. The Administrative Fee shall be assessed at the end of each quarter (Sept. 30, Dec. 31, March 31 and June 30) based upon the cumulative charges for materials and staff services provided by OML.

**6.0 SERVICES:** As directed by the OCEA president or his/her designee, OML shall provide the following services under the reimbursement compensation arrangements noted above. Copies of all services and information shall be made available to the OCEA president and/or his/her designee upon request.

**6.1 Mailing list:** OML shall prepare and maintain a mailing list of OCEA members, as well as other municipalities in Oklahoma which provide code enforcement services. OML shall mail information to OCEA members and other municipalities which provide code enforcement services on upcoming events, activities or other matters as directed by the OCEA president or his/her designee.

**6.2 Membership:** OML shall prepare and maintain a listing of active OCEA members as determined by the by-laws of OCEA. Such listing shall be updated at the end of each quarter and shall include the member’s name, membership classification, municipality or other affiliation, mailing address, telephone and fax numbers, and e-mail address as available.

**6.3 Accounting:** OML shall prepare and mail invoices upon form templates provided by OCEA for annual memberships, conference registrations, certification class registrations and other billings as necessary. Payments shall be received by OML at a location determined by OML and acceptable to OCEA. OML shall process payments in a timely manner, account for such and make deposits of such into a financial institution account designated by OCEA. OML agrees to provide an accounting of invoices mailed, payments received and payments deposited at the close of each quarter to the OCEA president and treasurer, and/or their designees. OCEA shall retain responsibility for receipt and payment of all invoices from vendors independent of OML.

**6.4 Conferences and Classes:** OML and OCEA shall mutually arrange with the OCEA president or his/her designee(s) to schedule conference and certification class locations, facilities, equipment, speakers and topics. The extent of OML's involvement shall be at the discretion of the OCEA president or his/her designee(s) and may vary by individual conference or class. OML shall be entitled to reimbursement for all materials and staff time associated with such arrangements and such shall be applicable to OML's Administrative Fee.

**6.5 Publications:** At the direction of the OCEA president or his/her designee, OML shall prepare and distribute brochures, newsletters or other materials as deemed necessary or appropriate. All publications shall be approved by the OCEA president or his/her designee prior to distribution. Distribution shall include, but not be limited to, OCEA mailings, OML mailings by mutual agreement, and/or by electronic means.

**6.6 Conference and Certification Records:** OML agrees to serve as the repository for OCEA conference registrations and certification class records. OML agrees to maintain such records and update such as necessary in a timely manner.

**7.0 Liability:** OCEA and OML agree to hold each other harmless from any criminal, civil or financial liability stemming from the conduct, actions or other matters relating to the officers and members of each organization.

**8.0 Resolution:** Should disputes arise from charges or services rendered by OML to OCEA, both parties agree to negotiate a resolution in good faith to adjust payment or services rendered prior to cancellation of this agreement.

**9.0 Amendment:** The provisions of this agreement may be amended at any time during its effectiveness by a letter of stipulation executed by OCEA and OML. Said letter would attach hereto and become a part of the agreement in whole.

**10.0 Signatories:** The president of OCEA shall serve as the principal signatory for all documents and matters relating to this agreement. The treasurer of OCEA shall also be authorized to serve as signatory for all financial documents and matters relating to this agreement. The president may designate other principal signatories as necessary to assure timeliness and continuity in executing any or all terms and conditions of this agreement. OML shall designate appropriate signatories in accordance with its policies and procedures.

OKLAHOMA CODE ENFORCEMENT ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

OKLAHOMA MUNICIPAL LEAGUE

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date