



ASSOCIATION MANAGEMENT SOLUTIONS
For Trade, Business and Nonprofit Associations

ASSOCIATION MANAGEMENT AGREEMENT

SOS-Association Management Solutions (SOS) will provide services as described in this agreement and the attached Scope of Services to the **Co-Dependents Anonymous, Inc. (CoDA)**:

- *Co-Dependents Anonymous, Inc.* is a 501c3 organization which serves the co-dependent community world-wide; and
- SOS is a solely-owned corporation in the business of providing association management services; and
- The parties desire to contract for services on the terms and conditions listed below.

TERMS OF AGREEMENT

Term: August 1, 2014 – August 31, 2015. This Agreement will renew automatically for additional term of two-years should neither party cancel the Agreement as provided below.

Management hours will be monitored quarterly and may be adjusted based on the Scope of Services and as agreed to by both parties.

Cancellation: This agreement may be cancelled by either party during the term following 30 days prior written notice.

Management fee: \$3,300 a month – 60 hours a month (\$39,600 for 12 months of service)

SOS will submit a monthly hours log and administrative report to assist in reporting completed tasks each month.

This contract is based on 60 hours a month. If cumulative hours worked exceed this amount, the overage will be paid to SOS. Conversely, if there are cumulative hours left over, they will be credited to CoDA into the next period, if applicable. Any overage will be billed at \$55 an hour.

Additional Charges: Any other services and responsibilities not delineated in this agreement or that expand the Scope of Services agreed upon, or that are expected to be time or labor intensive over and above agreed upon services, will be considered “add ons” to this agreement. SOS will be allowed adequate compensation for add-ons, as negotiated and agreed to in writing, between both parties, but at the very least, at an hourly rate of \$55 an hour. No work will be considered an add-on unless agreed to in advance by CoDA in writing.

Reimbursable Expenses: CoDA will reimburse SOS for those expenses described on Exhibit B attached hereto (the “reimbursable Expenses”). SOS will submit to CoDA on a monthly basis an invoice of such Reimbursable Expenses. Upon CoDA’s receipt of such invoice, SOS shall be paid the amounts stated therein.

Invoices: Submitted monthly with the management fee and any additional charges due and payable by the first day of each month, beginning with August 1, 2013, the first month of service. A service charge of 1.5% per month will be applied to invoices past 30 days outstanding.

Information & Property

Ownership: All computer data and paper records prepared by SOS specifically for CoDA or prepared or provided by CoDA, its officers, directors, members, or agents, along with supplies purchased by CoDA are the property of CoDA. Other data and records, including regarding the operations of SOS, along with all other supplies and property, shall remain the property of the SOS.

Upon termination of this contract, all CoDA property will be returned to CoDA, including electronic copies of the database and all files, and all outstanding SOS bills will be paid by CoDA.

SOS may retain a copy of the CoDA data and records for archival purposes. Any additional expenses incurred during the transfer process from SOS will be billed according to the contract.

Representation: SOS will provide an Account Executive to be the main contact with the board and key leaders of the association. The CoDA Board President will provide direction annually in terms of appropriate contact individuals and the extent to which these individuals may engage SOS in activity.

SOS is authorized, subject to approval of CoDA Board of Directors, to acquire on CoDA’s behalf and for its benefit, goods and services. Any resulting agreements and/or contracts are the responsibility of CoDA.

Address: The address of CoDA can be (at no additional charge):
7949 E. Acoma Dr., Suite 207, Scottsdale, AZ 85260

Independent Contractor: The parties agree that, in the performance of its obligations under this Agreement, SOS shall at all times be and act as an independent contractor. Nothing herein contained shall be so construed as to constitute the relationship hereby created as an employment, a partnership or a joint venture.

CoDA shall not in any way be liable for any federal, state or local taxes, relative to SOS’ operation including, but not limited to, withholding taxes of SOS’ employees. SOS shall not in any way be liable or personally responsible for any obligation of CoDA, its agents, servants or employees.

Indemnification: CoDA shall indemnify and hold harmless SOS, its officers, directors, employees

and agents for and against all liabilities related to any and all claims and causes of action by third parties, including but not limited to judgments, verdicts, settlements, fines, court costs, and reasonable attorneys' fees, resulting from any act or omission of CoDA, its officers, directors, members, or agents, or any act or omission of SOS, its officers, directors, employees, or agents acting within the scope of their authority on behalf of CoDA.

SOS shall indemnify and hold harmless CoDA its officers, directors, members and agents for and against all liabilities related to any and all claims and causes of action by third parties, including but not limited to judgments, verdicts, settlements, fines, court costs, and reasonable attorneys' fees, resulting from any act or omission of SOS, its officers, directors, employees, or agents, that are outside the scope of their authority to act on behalf of CoDA.

Dispute Resolution: In the event of any dispute or controversy arising out of this Agreement the parties shall meet and in good faith attempt to resolve the matter. If they cannot resolve the matter themselves, the parties agree to first submit all issues to mediation under the procedures of the American Arbitration Association in Phoenix, Arizona or another location mutually agreed upon by the parties. In the event that mediation fails to resolve all issues, the parties shall submit all remaining issues to arbitration under the procedures of the American Arbitration Association in Phoenix, Arizona or another location mutually agreed upon by the parties; the prevailing party shall be entitled to reasonable attorney's fees and expenses in accordance with those procedures.

Confidentiality: Neither party will disclose at any time any confidential information obtained by such party from the other party hereunder, except and only to the extent disclosure is required by law or necessary to perform the Scope of Services hereunder.

Waiver: The failure of either party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement.

Successors: This Agreement shall be binding upon, and shall inure to, the benefit of the successors and permitted assigns of each of the parties hereto.

Force Majeure: If any casualty or unforeseeable cause beyond the control of SOS, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents the performance of this Agreement by SOS, SOS is hereby released by CoDA from any damage so caused thereby.

Miscellaneous: This Agreement and the attached Scope of Services represent the entire understanding of CoDA and SOS and supersede any prior or contemporaneous agreements or representations. This Agreement may be amended only by further written agreement signed by the authorized representatives of CoDA and SOS.

This Agreement is governed by the laws of the State of Arizona. Any legal Proceeding brought to enforce the terms of this Agreement or to seek a remedy for breach of this Agreement shall be brought in State or federal court in the State of Arizona.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

Co-Dependents Anonymous, Inc. an Arizona corporation

BY: _____ Date: _____
_____, Board Chair

BY: _____ Date: _____
_____, Board Treasurer

SOS-Association Management Solutions, an Arizona for-profit solely owned corporation

BY: _____ Date: _____
Conni Ingallina, President & Owner
7949 E. Acoma Drive #207
Scottsdale, AZ 85260

EXHIBIT A
SCOPE OF SERVICES
Project Based

1. **Policies and Procedures (P/P)** – ongoing maintenance of all policies and procedures.
 - **Board Policies and Procedures** – creation and maintenance of all Board P/P.
 - **Professional Service Provider Policy** - To create and maintain a contract and policy for both independent contractors and professional service providers
 - **Committee Policies and Procedures** – creation and maintenance of all Committee P/P.
 - **Fellowship Services Manual (FSM)** – assist with maintenance of the FSM
2. **Negotiation of contracts** – assist with negotiation of contracts, as needed
3. **Legal Issues** – assist with legal issues, as needed
 - Assist with tracking of all agreements, including countries and individuals.
 - Assist with Archiving Project - including storage, distribution (i.e., digital storage and legal distribution)
 - Assist with History storage and display.
4. **Strategic Planning** – work with the board on moving forward with their strategic plan.
5. **Website** – ongoing maintenance of website, including webmaster duties
6. **Office Location and Communications** – storage and assistance with communications. Option: provide corporation phone support and headquarters, as needed.
7. **Board and Committee support** – work with the board and the committees, as directed.
8. **Messaging, Communications & Social Networking**
 - Help streamline communications throughout the organization
 - Assist with standardize messaging throughout the organization
 - Assist with a process to insure accurate and timely communication with the Fellowship;
 - Help create surveys to determine needs – internally and externally.
 - Assist with creating a Public Information Campaign
 - Assist with managing Messaging/Marketing Professional, as needed.
9. **Financial Management** – assist with bookkeeping and other financial management, as requested.

EXHIBIT B
Reimbursable Expenses

The following expenses shall be deemed to be Reimbursable Expenses hereunder*:

1. Outside mailing services (depending on volume)
2. Postage
3. Printing - including stationery, large volume copying reports and computer records
4. In-house photocopying at 10¢ per b/w copy, 25¢ per color copy
5. Mailing labels and computerized lists
6. Long distance telephone calls
7. Dedicated phone line for association - \$60 per month
8. Meeting costs - meals, space rental, set up, etc.
9. Supplies unique to CoDA and not used by other SOS clients, e.g. special size envelopes, special folders, etc.
10. Travel - transportation, lodging & meals including travel expenses to Board meetings and conventions for staff as approved by the CoDA Chair.
11. Officers and Directors Insurance
12. Speakers' fees and expenses
13. Legal and accounting fees as required
14. Purchased promotional and advertising programs
15. Audio-visual production and services
16. Art work and photography
17. Outside editorial copy for publications
18. Storage space purchased specifically for CoDA, if applicable
19. Credit card processing fees

*This list highlights key areas only and is not intended to be all-inclusive.

The following expenses are included in the Fixed Fee and therefore are not deemed to be Reimbursable Expenses hereunder:

1. Rent, utilities, depreciation
2. Office equipment
3. Insurance - Property and liability
4. Telephone systems, equipment and repairs
5. General office equipment maintenance
6. Employer expenses of SOS employees: salaries, benefits, and employer taxes
7. Equipment loans and rental
8. Computer hardware
9. Receptionist
10. Other common charges associated with building occupancy and operation