

PROFESSIONAL SERVICES CONTRACT

1. Dalton Advocacy, Inc., hereafter referred to as contractor, agrees to represent the Oregon Library Association, hereafter referred to as client, in legislative and regulatory issues impacting the client within the State of Oregon. It is understood representation will include, but is not limited to: 1) monitoring of all legislative activity and regulatory issues of interest; 2) preparation and introduction of all necessary legislation and/or amendments impacting the client; 3) preparation and delivery of testimony on behalf of the client; 4) educational outreach to legislators/ leadership/agency personnel concerning policy issues; 5) preparation of floor debate material as required by legislators; 6) prioritized representation of client in regulatory matters; 7) regular participation in legislative committee; 8) PAC management and fundraising and 9) regular communication with client.
2. It is understood between the parties that contractor is being retained by client to provide legislative advocacy.
3. In retaining contractor for the above-stated purpose, it is understood by the parties that contractor is working for client as an independent contractor and will be responsible for any federal and state taxes applicable to the services performed under the terms of this proposal. It is further understood between the parties that contractor will not be eligible for any benefits, as a result of payments pursuant to this proposal, for social security, Oregon State Workers Compensation or unemployment insurance.
4. Representation of the client by contractor will commence on October 1, 2017 and will automatically renew on January 1 of each year unless otherwise amended or terminated. Client agrees to pay contractor the sum of \$2,100 per month through December 31, 2017 and increase to \$2,200 effective January 1, 2018. An annual increase of 3% increase is effective January 1 of each year for the duration of this contract. Each monthly payment shall be due on the last day of each month.
5. This Agreement may be amended by agreement of the parties on such terms and conditions as the parties mutually agree in writing.
6. The party who desires to terminate this Agreement will give written notice of that intent not less than 60 days.
7. The above fees include all secretarial support, office space, equipment, legislative publications, normal travel, telephone, postage, and staff. It does not include and client agrees to reimburse contractor for any reasonable pre-approved travel expenses incurred on behalf of client.

8. Contractor shall defend, indemnify and hold harmless client, its officers, directors, successors and assigns from and against all costs and expenses, including but not limited to attorneys' fees, court costs, penalties, interest and fines associated with contractor's failure to pay any taxes or otherwise comply with the terms of this agreement or for any actions of the Contractor in performing services.

9. This agreement cannot be transferred, delegated, or otherwise assigned to any party without the prior written consent of both contractor and client.

Agreed to this ____ day of October 2017:

By:

On behalf of the Oregon Library Association

Buzzy Nielsen
President, Oregon Library Association

On behalf of Dalton Advocacy, Inc.

Amanda Dalton
Principal