

PIMA COUNTY BAR ASSOCIATION

Membership Benefits: Development and Continuation of PCBA / Vendor Relationship

(* PLEASE NOTE THAT THE APPROVAL PROCESS COULD TAKE UP TO 8 WEEKS)

STEPS:

1. **Initial Submission:** The Vendor/Provider must complete the PCBA's required Vendor Application and submit a brief, written proposal that specifies the terms of the vendor's contributions to the prospective relationship. It is the responsibility of the vendor to ensure that all needed materials are included.

Submissions can be sent by mail, fax, or email to:

Mailing Address: PCBA, 177 N. Church Avenue, Suite 101, Tucson, AZ 85701

Fax Number: (520) 623-9772

Email: trentham@pimacountybar.org

2. **Committee Review:** Upon receipt of the written materials by the PCBA office, the materials will be distributed to members of the PCBA Membership committee for future review.

The Membership committee meets monthly and can address only two vendor proposals per meeting (on a first come, first serve basis). Any additional proposals will go to the top of the list for the following month's proposal review. The vendor may attend the Membership Committee meeting at which his or her submitted proposal will be reviewed and provide a BRIEF, 5-minute presentation before the committee. At that time, the vendor should be prepared to respond to any questions or concerns about the proposed services, products, or relationship. Committee scheduling information can be obtained by contacting the PCBA Executive Director at 623-8258 or trentham@pimacountybar.org.

3. **PCBA Board of Directors Review:** The Membership Committee will review and determine whether or not the submitted proposal should go before the PCBA Board of Directors. If recommended, the Membership Committee will present the proposal and its terms to the PCBA Board of Directors for a vote of approval. The Board of Directors typically meets once a month, and any proposals recommended by the Membership Committee will be included as a voting item on the agenda of the following Board of Directors' meeting.

4. **Memorandum of Understanding:** If the proposed agreement is approved by the Board of Directors, PCBA will prepare a Memorandum of Understanding (MOU) document between its association and the vendor/provider that includes the specific details of the approved relationship (see attachment). Both parties shall sign and receive signed copies of the MOU for their records.

5. **Annual Review:** On a yearly basis (approximately one year from the date of the signed MOU agreement), PCBA and the Vendor may revisit the agreement, discuss any concerns, changes, or updates, and determine whether or not to continue with the existing relation.

Pima County Bar Association - Member Benefits **Memorandum of Understanding**

This Memorandum of Understanding is a voluntary agreement made by and between the Pima County Bar Association (referred to here as PCBA) and _____ (referred to here as Vendor).

I. Purpose

The purpose of this Memorandum of Understanding is to document mutual agreement and cooperation on the provision of product or service benefits by the Vendor to PCBA members, associates, family members, and/or staff (as indicated on the completed Vendor Questionnaire Form). In exchange for these products or services, PCBA will provide the vendor with certain marketing opportunities with PCBA members and affiliates. However, **MARKETING ACTIVITIES ARE ULTIMATELY THE SOLE RESPONSIBILITY OF THE VENDOR.**

II. General Responsibilities

A. VENDOR agrees to:

1. Provide a product or service that is a benefit to PCBA members (and other PCBA affiliates, if offered).
2. Under *NO* circumstance, promote this agreement or the relationship with PCBA as an exclusive one. The PCBA does not permit exclusive agreements for like products.
3. Understand that the PCBA offers the availability of products or services to its members but does not “endorse” any program, product, or service.
4. Verify membership with the PCBA before enrolling or providing the benefit service and/or product to anyone. There are two possible verification methods: (a) request to see the person’s PCBA membership card, and (b) contact the PCBA office during regular office hours (Monday-Friday, 8:30 a.m. to 5 p.m., excluding holidays) at (520) 623-8258 to confirm the person’s membership. In an effort to protect its members, PCBA will not provide a list of current members with all contact information to any vendors.

B. PCBA agrees to:

1. **WRIT ANNOUNCEMENT:** A member of the PCBA Membership Committee will provide a one-time, brief description that announces the new Vendor benefits in the issue of *The Writ*, (PCBA’s monthly newspaper) immediately following the PCBA Board of Directors’ approval of the offered benefits. The committee member will utilize materials provided by the vendor for the written description and may contact the vendor for additional information, if necessary.
2. **WRIT ADVERTISEMENT:** PCBA will provide ONE (1) FREE display ad per year to be included in *The Writ* – as either a quarter page ad or an insert. PCBA cannot guarantee a specific month for the inclusion of the Vendor’s free yearly advertisement. Vendors must contact the PCBA office to make arrangements for the inclusion of their free, yearly advertisement. Beyond the one free display ad, vendors may purchase advertising space in *The Writ* and can contact the PCBA office for rates and information.

3. VENDOR TABLE AT LUNCHEONS: PCBA can provide a vendor table in the lobby outside each of its general membership luncheon meetings for vendor product display and information. There are five (5) luncheons per year, typically held at 12 p.m. on the last Tuesday in January, March, May, September, and November.

* If a Vendor would like to have a vendor table at a luncheon, it is the Vendor's responsibility to contact the PCBA office and inform the staff in a timely manner at least one week prior to the event so that preparations can be made. A Vendor table will not be provided without prior notification by the Vendor.

4. MAILING LABELS: PCBA will provide ONE (1) FREE set of mailing labels per year to the Vendor. The Vendor may also purchase mailing labels from PCBA specifically for the purpose of additional marketing of the board-approved products/services at any time, and can contact the PCBA office for information and costs. At the time of purchase, the Vendor must provide a written statement that explains the specific purpose of their usage. **UPON RECEIPT OF ANY MAILING LABELS, THE VENDOR AGREES NOT TO REPLICATE, RESELL OR REUSE THE LABELS AT ANY TIME.**
5. WEBSITE LISTING: PCBA will post information about the Vendor's approved products/services on its website, within a section entitled, "Membership Benefits." A link to the Vendor's own website can further be included.

III. Additional Terms

1. The Vendor is ultimately responsible for whether or not the offered marketing opportunities are utilized and is further responsible for providing the necessary information to PCBA (i.e., providing website link information, requesting mailing labels, providing Writ advertisements, informing PCBA about attendance at PCBA luncheons).
2. All marketing activities used by the Vendor can only pertain to products or services approved as PCBA membership benefits by the Board of Directors. Therefore, any unapproved products or services cannot be promoted with approved membership benefits at the available marketing opportunities with PCBA members (e.g., luncheons, mailings, advertisements).
3. The Vendor understands that the PCBA is not and cannot be responsible for any lost profits or revenues claimed by the Vendor arising out of any alleged breach by PCBA of the Memorandum of Understanding. PCBA shall not be responsible for damages so long as PCBA has exerted its best efforts to comply with its obligations under the Memorandum of Understanding.
4. This Memorandum of Understanding is not assignable to any other vendor or any successor to the Vendor without PCBA's prior written consent.
5. There are no other oral representations, promises or arrangements that are not contained in this Memorandum of Understanding. Any additional promises or agreements are not effective unless contained in the Memorandum of Understanding, and no amendments may be made unless in writing and signed by both parties.

6. PCBA reserves the right to discontinue this agreement at its sole discretion with or without cause or reason, including the violation of any of the stated terms. The Vendor may also dissolve this relation with PCBA at any time. Should the relationship be terminated, the initiating party must inform the other party of this decision to terminate in writing and it is effective within thirty (30) days after the date of the written termination agreement.
7. Mandatory Arbitration. Any controversy or claim arising out of or related to this agreement or its enforcement or breach shall, as the exclusive remedy between the parties, be resolved by final and binding arbitration in Pima County, Arizona, by a three member arbitration panel composed of one arbitrator chosen by each party and a third neutral arbitrator chosen by the parties' arbitrators. The neutral arbitrator shall be required to possess significant local experience and expertise regarding the subject of the arbitrable issues. The arbitration process shall be governed by the those portions of Rules 74 and 75, Arizona Rules of Civil Procedure which are determined by the arbitrators to be capable of application under the circumstances. Participation in the arbitration process may be compelled by a court of competent jurisdiction and judgment upon the arbitration award may be entered in any court of competent jurisdiction. This paragraph shall not prevent either party from seeking an injunction of a court prior to or simultaneous with the arbitration proceedings. The losing party will pay all attorney fees and costs incurred.
8. This Memorandum of Understanding will take effect on the date of the last signature, and both parties may revisit this agreement after one year to determine the future progression of the said working relationship. Renewal of this contract will be at the sole discretion of PCBA.

BY: _____
PCBA Executive Director

Date

BY: _____
Vendor

Date