

2023-2025 Services Agreement between the St. Lawrence County Board of REALTORS® and Jefferson-Lewis Board of REALTORS®

The St. Lawrence County Board of REALTORS® (SLCBOR) contracts with the Jefferson-Lewis Board of REALTORS®, Inc. (JLBOR) for the following professional services to be provided by the JLBOR Executive Officer and staff. Services included, but not limited to, are:

Section 1 - Scope of Services:

1. Maintenance of all SLCBOR governing documents (bylaws, MLS Rules & Regulations, Board policy manual, etc.) to conform with NAR standards.
2. Maintain and file all required documents for certification with NAR and NYSAR.
3. Manage all grievance and arbitration proceedings. All costs associated with hearings (such as a stenographer, a transcript, attorney fees, postage, room rental, etc.) will be paid by the SLCBOR.
4. Prepare and send out all SLCBOR dues billing including dues for NAR, NYSAR, SLCBOR, etc. Work with the SLCBOR treasurer to enforce the "dues formula" according to NAR guidelines.
5. File all membership reports, sales reports, rosters, or other reports as required by NAR and NYSAR and forward all dues.
6. File reports required by New York State and the Federal Government with the appropriate body.
7. Help the Board of Directors and/or appropriate committee in arranging meetings of the Directors, membership, and other Board functions (annual elections, orientation, etc.)
8. Maintain all financial records and pay invoices according to the SLCBOR bylaws, sound fiscal management, and the direction of the SLCBOR Board of Directors or authorized representative. This will include a regular accounting of income and expenses, budget preparation with the appropriate individual(s) or committee, maintaining accurate and updated financial records, etc.
9. Provide professional services of staff as outlined by the SLCBOR to include attendance by the Executive Officer at all Board of Directors and member meetings.
10. Provide a monthly newsletter if desired.
11. Work with the appropriate individual or committee to promote the SLCBOR through press releases.
12. Provide phone support for the SLCBOR membership.
13. Help in other tasks as deemed appropriate by the SLCBOR Board of Directors.

Section 2 - Consideration:

1. The SLCBOR shall pay the JLBOR a yearly fee billed in monthly installments to cover: business service fee, indirect costs (such as internet connection, Executive Officer’s cell phone, copier agreement, general computer repair/work, insurance charges, Executive Officer’s conference expenses and professional development, etc.), travel expenses (except as detailed in #5 below), and payroll costs.

Year	Total Yearly Fee	Fee/Month
2023	Amount redacted	Amount redacted
2024	Amount redacted	Amount redacted
2025	Amount redacted	Amount redacted

2. The fee will be paid by the SLCBOR within the first 15 days of the month or as soon as practical after that following incursion of charges.

Initials (JLBOR) _____

Initials (SLCBOR) _____

3. This fee shall include NRDS entry for the SLCBOR membership and MLS support.
4. All charges for phone, printing, postage, MLS, tax information, professional fees (attorney, accounting, etc.), and other bills associated with the SLCBOR will be paid for with SLCBOR funds.
5. Mileage costs for the Executive Officer to attend SLCBOR functions or SLCBOR required travel shall be billed at the IRS allowable rate. Other travel related costs (tolls, meals, etc.) will be billed at cost to the SLCBOR unless covered by the SLCBOR by another method.
6. Cost of travel by the Executive Officer to events other than described in #5 have been accounted for in this contract. These events may include but are not limited to NYSAR and NAR events. The previous agreement of \$ (amount redacted) per annum is now made part of this annual agreement amount and will not be billed separately. When attending events, the Executive Officer shall represent both associations.

Section 3. - Miscellaneous Terms

1. This agreement may not be altered or amended without the express written consent of the parties. Any mutually acceptable alterations or amendments shall be attached to this agreement as an addendum.
2. Either of the parties may terminate this agreement for good cause with 30 days written notice to the other. Notice shall be deemed given, if written notice is delivered in person or through registered letter.
3. The term of this agreement shall commence on January 1, 2023 and shall terminate on December 31, 2025. In the event that the parties wish to extend or renew this agreement, negotiations will be completed no later than December 1, 2025 unless both parties agree to extend the deadline. The parties agree that this agreement may be extended for additional periods of not less than one year.
4. Upon termination or non-renewal of this agreement, the Executive Officer of the JLBOR shall immediately turn over all books, records, files, property, or materials owned by the SLCBOR. These shall be turned over in good order to the President of the SLCBOR's Board of Directors.
5. It is hereby understood and agreed that the individuals providing the professional services to be rendered pursuant to the terms of this agreement are now and shall be deemed, for all purposes, employees of the JLBOR and the JLBOR hereby covenants and agrees that it shall be solely and exclusively responsible, as employer, for all payroll expenses, costs, and liabilities attendant to said individual providing such professional services.
6. It is expressly stated, understood, and agreed that the SLCBOR and JLBOR are independent contractors of and to the other and the neither is or shall be deemed to be the employee, agent, or servant of the other.
7. The SLCBOR will have the right to appoint one person to the JLBOR Personnel Committee for as long this agreement is in effect. All meetings of Personnel will be called at least 2 business days in advance.

Date _____

Brittany Matott, 2022 President St. Lawrence County Board of REALTORS®

Date _____

Desiree Roberts, 2022 President Jefferson-Lewis Board of REALTORS®