APWA Executive Committee Meeting November 9, 2019

Agenda Title
Correct Scribner Error to the APWA Florida Chapter Administrator Agreement.

Summary
An error was made under Section III, which states January 2018 – January 2020. It should read January 2018 – December 2020. Plan Ahead Events has agreed to the correction of the Scribner error and has initialed as is shown in the attachment.

Recommended Action
Approval to modify contract to correct Scribner error.

1 attachment.

Rick Keeney, Treasurer
III. COMPENSATION

The compensation listed below is based on a three-year Agreement: January 2018 – January 2020.

PAE will track time spent in the Administrator role so that duties, time and compensation review will have accurate measures. The review will be scheduled for July/August 2018 to allow for a six month reflection. The review can also address any additional services requested by the CLIENT. After the six month review, both parties have the right to:

1. Continue the Agreement as is, or
2. Amend the Agreement with agreed upon conditions, or
3. Cancel the Agreement without penalty, with 30 days written notice

A. CLIENT will direct deposit Two Thousand Dollars ($2,000.00) on the 15th of each month into PAE’s business account for services rendered.

B. Late Payments:
   a. A late payment ("Late Payment") is any payment due to PAE by CLIENT which is not paid on or before the payment due date.
   b. Upon an event of Late Payment, CLIENT shall pay an additional charge of one and one-half percent (1.5%) (or the maximum percentage allowed by law) of the outstanding amount per month for any payment received after its due date. Payment thereafter shall first be applied to accrued interest and any related late charges or fees, and then to the outstanding balance.
   c. A Late Payment event is deemed a material breach of this Agreement such that PAE is entitled to terminate this Agreement in accordance with Section VII.B. PAE may also pursue any other lawful remedies, including referral to a collection agency.

C. Any revisions to the Agreement will be mutually agreed upon and an Addendum will be drafted for signature.

IV. AUTHORITY AND RELATIONSHIP OF PARTIES

A. The parties hereby warrant that their representatives executing this Agreement have the full power and authority to enter into and bind each party to this Agreement.

B. Each party of this Agreement is an independent contractor and not an agent or partner of, or joint venture with, the other party for any purpose, and neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

V. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. Each party agrees to indemnify and hold harmless the other from any and all claims, loss, damage or expense, including attorney’s fees and court costs, its agents and employees in the performance of duties and responsibilities under the Agreement. However, neither party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

B. CLIENT is responsible for CLIENT’s and CLIENT’s Event guests’ (“Guests”) compliance with any and all contractual obligations or policies contained in contracts with event Vendors. CLIENT further agrees that CLIENT and its Guests will abide by all requirements instituted by law, regulation, order, contract, or otherwise which pertain to the Event or to this Agreement. CLIENT will indemnify and hold harmless PAE for any claims, loss, damage or expense, including attorney’s fees and court costs, as a result of CLIENT’s nonpayment to any event Vendors or for the actions of CLIENT or its Guests during the Event.