# Chapter Administrative Services Contract Between the

**American Public Works Association- <enter Chapter or Branch name> and <enter Administrator’s name>**

This Chapter Administrative Services Contract (“Contract”) is entered into on this < day> day of <month>, <year>, between the <enter Chapter or Branch name> (Chapter) of the American Public Works Association (APWA), whose principal place of business is at <enter street address, city, state and zip>, and <enter Administrator’s name> (Administrator) who’s principal place of business is at <enter street address, city, state and zip>.

Recitals

* APWA is a not for profit corporation organized under the laws of the State of Illinois.
* The Chapter is governed by a volunteer Executive Committee and volunteer Standing Committees, and the Chapter provides certain services to its members through those volunteers.
* The Chapter desires to have certain administrative tasks related to governance and member services performed by the Administrator.
* Administrator agrees to perform these services for Chapter under the terms and conditions set forth in this Contract.

Scope of Contract and Deliverables

The Administrator will perform administrative services on behalf of the Chapter with respect to matters relating to or affecting the Chapter as follows:

* Assist in the preparation and distribution of Chapter correspondences, meeting agendas and minutes and other such communications as requested by the Chapter Executive Committee.
* Attend and serve as recording secretary for all Executive Committee meetings, General Membership meetings and other such meetings as requested by the Chapter President.
* Coordinate the distribution of materials and information from the Executive Committee and Standing Committees to members.
* Assist with the planning, promotion and administration of Chapter events including the Fall and Spring Conference. Deliverables of the Administrator include overseeing attendee registration, exhibitor sales and registration, compiling event and conference financial reports, production of attendee handout materials, assisting with site selection and negotiation of event contracts (contracts signed by designated Chapter member) and serving as onsite meeting manager to oversee logistics – including facilities, catering Audio Visual and other vendor services.
* Process and post payments for event registrations, sponsorships and exhibitor sales.
* Prepare or oversee preparation of monthly financial statements for Chapter activities.
* Maintain Chapter database as to processing requests for mailings and distribution of materials to members, vendors and sponsors.
* Oversee the facilitation and distribution of new member welcome packet/letter.
* Serve as Chapter Website administrator in editing content and event registration on chapter website.

Payment

Chapter will pay Administrator a contract fee (“Contract Fee”) of $ annually, payable in twelve (12) equal monthly installments of $ on the first day of each month. Said Contract Fee is intended to cover all time and expenses incurred by Administrator.

Except when Administrator needs to be present for meetings or at an event, Administrator may set his/her own schedule for performing the services but in a manner that will ensure timely execution and completion of the services.

The Administrator will maintain an office with sufficient equipment to conduct the routine business of the Chapter at his/her expense; including, rent, utilities, telephone, internet, mobile phone and data, fax, copier, scanner, office supplies, etc. as needed. Monthly installment should be determined by the Administrator to be inclusive of operating expenses.

Independent Contractor

The Administrator makes the following representations and acknowledges that APWA and the Chapter has relied upon them in entering into this Contract:

1. Administrator is in the general business of providing administrative services to not-for-profit organizations and associations (“Clients”) that are typically governed by volunteer boards and committees and have no employees (“Client Base”).

2. Administrator holds itself out to the public and actively engages in marketing of its business and administrative services on an ongoing basis to entities within said Client Base.

3 At the time this Contract was negotiated and/or entered into, Administrator was providing administrative services (similar to those covered by this Contract) to at least \_\_\_\_\_ other entities under a contractual arrangement and as an independent contractor.

4. Administrator represents that the Chapter and APWA will not be its only Client and that it is economically independent and not dependent exclusively on or substantially on the revenue it receives from the Chapter for its economic survival and viability.

The Administrator shall not be deemed to be an employee of the Chapter or APWA, it being understood that the Administrator is an independent contractor for all purposes and at all times. The Administrator understands that it/he/she will control and retain control over the method and manner of the services to be rendered (but is expected to achieve the results established by the Chapter and/or APWA), will use its/his/her own initiative and judgment to perform the services, and may hire or retain others (at its/his/her own cost) to assist Administrator in performing the services.

The Administrator shall be solely responsible for the withholding and payment of all federal, state and local personal and corporate income taxes, social security and unemployment. In addition, the Administrator must provide its/his/her own and will not be considered an employee with regard to fringe benefits including, but not limited to, long-term and short-term disability insurance, worker’s compensation insurance or participation in any APWA retirement plan. The Independent Contractor will be solely responsible for all employer taxes with respect to its employees (if any) providing services pursuant to this Contract (including, without limitation, unemployment taxes, Social Security and Medicare taxes, and any other taxes applicable to Administrator’s business).

Insurance

The Administrator is required to carry his/her own Commercial General Liability insurance including Worker’s Compensation Insurance and Auto. Administrators are not bonded by the Chapter or APWA and therefore should also carry their own Fiduciary Bond, if handling Chapter cash or investments. Administrator agrees to provide the Chapter and/or APWA with proof of said insurance coverages within 10 days after request for same by either of them.

Indemnification

In the event that the Administrator either fails to obtain or maintain any of the insurance coverages required by this Contract, or fails to obtain or maintain insurance coverages in amounts sufficient to cover all claims that are insurable and that could be or are asserted against the Administrator, and if the Chapter or APWA is held liable on any such claims for any reason, the Administrator, to the fullest extent permitted by law, agrees to indemnify and hold the Chapter and APWA harmless from any and all damages, losses, expenses, and attorneys’ fees incurred by the Chapter and/or APWA in connection with any such claim.

The Administrator also agrees to indemnify and hold the Chapter and APWA harmless in the event the Chapter and/or APWA is assessed any taxes, fines, or penalties relating to the fees paid to Administrator under this Contract. Said indemnification includes any and all such taxes, fines, and penalties, as well as any other damages, losses, expenses, and attorneys’ fees incurred by the Chapter and/or APWA.

Term and Termination

The parties hereto agree that this Contract is for a maximum term of one year, beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This Contract may be terminated prior to the end of the 1-year term by either party upon 30 days written notice to the other party. Contract is not eligible for automatic renewal but may be renewed for an additional 1-year period, if agreed to in writing by both parties and incorporated as an Addendum to this original contract.

Rights to Property

All member records of the Chapter whether existing at the time of this Contract, or otherwise, shall be the exclusive property of the Chapter. All books, software, records, data and materials utilized by the Administrator in performing his/her duties pursuant to this contract shall be immediately returned to the Chapter upon termination of the Contract.

Severability

The provisions of this Contract shall be deemed severable, and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity or enforceability of any of the other provisions and shall be ineffective only to the extent of such unenforceability or invalidity, without invalidating or affecting the remainder of such provision or any of the remaining provisions of this Contract.

Controlling Law

This Contract is entered into according to the laws of the State of <enter State where the Chapter is located>. Any adjudication or dispute resolution resulting from this Contract shall be controlled by those laws applicable in the State of <enter State where the Chapter is located>, regardless of the state of residence or primary business location of the Administrator.

IN WITNESS THEREOF, the parties have executed this Contract on the dates written below:

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| **<Enter Administrator’s name>**  **<Enter Company Name, if applicable>** | **American Public Works Association-**  **<enter Chapter or Branch name>** |
| **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |