



BOMA Columbus Board of Governors Committee Liaison Responsibilities

- At the beginning of the year, review Board's goals for the Committee with the Chair
 - Developing and executing a strategy as a committee
 - Providing progress updates to the Board
- Provide Chair with the annual Committee budget at the beginning of the year and updates on expenditures vs. budget
- Assist with the recruitment and support of Committee Chair and members as needed
- Encourage the Chair to call meetings as necessary until objectives are met
- Attend Committee meetings whenever possible and ensure that meetings are conducted in an orderly, fair, open, and efficient manner
- Serve as a resource and a guide, but do not take an active role – let the Chair lead and the members participate!
- Provide Committee reports and approval requests to the Board at the Board meetings or as needed
- Gather budget requests from Chair by required timeframe, provide Chair with support as needed in budget development

Affirmed and updated by the Board of Governors September 2022.

BUILDING OWNERS AND MANAGERS ASSOCIATION OF COLUMBUS

P.O. Box 268 | Lewis Center, OH 43035

Phone: (614) 956-6956 | info@bomacolumbus.org

Federated with BOMA International

www.bomacolumbus.org



BOMA Columbus Officers Duties

President

- a) The President shall be the Chief Administrative Officer and subject to the direction of the Board of Governors, shall have general control and management of the Association's affairs.
- b) The President shall preside at meetings of the Association and of the Board of Governors.
- c) The President shall, with the approval of the Board of Governors, appoint all Committees, with right of approval of all Committee members. The President may designate any member to fill any vacancy temporarily. Members so appointed hold office until the next meeting of the Association or until a permanent selection is made. The President shall also appoint a representative to the BOMA Ohio Board of Governors as needed.
- d) The President shall approve all orders on the Treasurer for accounts and claims against the Association, subject to action by the Board of Governors in the adoption of an annual budget, or otherwise appropriated, and shall countersign all checks drawn on Association accounts except as noted in Article IX, #2.
- e) The President shall be responsible for presenting a written annual report to the members of the Association at the January meeting, covering work done and results accomplished during the preceding year, bringing to the attention of the Association such matters as may call for future action.
- f) To attend BOMA International Convention, Winter Business meeting and Regional Conference as the Association's principal delegate or designee as directed by the BOMA Board of Governors.
- g) The President shall be a member of the Nominating Committee.

Vice President

- a) The Vice President shall perform such duties as the President or the Board of Governors may designate and shall perform the duties of the President when he/she is absent or unable to serve. Should a vacancy occur in the office of the President, the Vice President shall serve as President for the unexpired portion of the term.
- b) The Vice President shall act in the capacity as the Program Chairman.
- c) To attend all meetings of the Association and to understudy the President.

Secretary/Treasurer

- a) Disbursements shall be made by the Secretary/Treasurer and countersigned by the President, except the Board of Governors may authorize alternative signatures available in absence of either or both.

BUILDING OWNERS AND MANAGERS ASSOCIATION OF COLUMBUS

P.O. Box 268 | Lewis Center, OH 43035

Phone: (614) 956-6956 | info@bomacolumbus.org

Federated with BOMA International

www.bomacolumbus.org



- b) The Secretary/Treasurer shall cause all funds belonging to the Association to be collected and appropriated for the purpose of conducting financial affairs of the Association. Render such reports to the Board of Governors and render a written report of receipt and disbursement of his/her office for the preceding fiscal year.
- c) The Secretary/Treasurer shall provide a monthly financial report at each Board Meeting, to ensure proper accounting of receipts and disbursements; and to provide a system that guarantees the proper deposit of funds of the Association and the proper control of and substantiation for disbursements.
- d) The Secretary/Treasurer shall annually prepare and submit, to the Board of Governors, a proposed annual budget of income and expenses at the September Board of Governors meeting. The Secretary/Treasurer is to make all Association books and records available for any member upon due request.
- e) To select an independent auditor or appoint an Audit Committee to perform a financial audit of the association when directed by the Board of Governors.

Board of Governors Duties

- a) The Board of Governors is the governing body, responsible for the successful conduct of the Association's affairs. While it may delete powers and share responsibilities, the ultimate authority for all official actions shall reside in the Board of Governors. To properly conduct the affairs of the Association, each Governor shall attend at a minimum nine of the twelve monthly Board of Governors meetings. Refer to Article II.
- b) It shall establish policies, initiate activities and make recommendations to the membership looking to the advancement of the interests and objectives of this Association.
- c) It shall be the duty of the Board to consider and take action upon all matters referred to it, reporting such action promptly to the members of the Association.
- d) The Board of Governors shall have the authority to enter contracts for and on behalf of the Association.
- e) The Board of Governors shall fix the amount of the bond required of any officers or employees of the Association where in its discretion a bond shall be required. The premium is to be paid by the Association.

Affirmed and updated by the Board of Governors September 2022.

BUILDING OWNERS AND MANAGERS ASSOCIATION OF COLUMBUS

P.O. Box 268 | Lewis Center, OH 43035

Phone: (614) 956-6956 | info@bomacolumbus.org

Federated with BOMA International

www.bomacolumbus.org

Columbus Association of Building Owners and Managers and Windrae Ltd

Management Agreement

This Agreement made this 21st day of March 2022 (this "Agreement") by and between Windrae Ltd., an Ohio Limited Liability Company (herein referred to as Windrae) and the Columbus Association of Building Owners and Managers, a not-for-profit corporation (herein referred to as "BOMA Columbus").

WHEREAS, Windrae is engaged in the business of providing management services to nonprofit associations; and

WHEREAS, BOMA Columbus is a nonprofit association which desires to engage an association management firm to manage its operations; and

WHEREAS, BOMA Columbus desires to obtain association management services from Windrae.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, BOMA Columbus hereby engages Windrae to provide BOMA Columbus with association management services and Windrae hereby agrees to provide BOMA Columbus with association management services on the terms and conditions hereinafter set forth as described below and in attachment A:

The parties further agree as follows:

1. **BOMA COLUMBUS SERVICES**
Windrae agrees to provide BOMA Columbus with the services set forth in this Agreement, including, those referenced in Attachment A, which are incorporated herein by reference.
2. **CUSTOMER RELATIONSHIP MANAGEMENT**
Windrae shall maintain contact records and other documents and information prepared by or on behalf of BOMA Columbus during the term of this Agreement and shall provide positive customer relationship management to BOMA Columbus's members, prospects and others that make contact with the organization. Windrae shall treat as confidential all records, material, information, data and documents to which Windrae is given access or control as a result of this Agreement. BOMA Columbus shall treat as confidential any information with respect to Windrae, which Windrae identifies as confidential. In all respects BOMA Columbus shall be deemed the owner of all such books and records and all information maintained by Windrae for BOMA Columbus.

3. DUTIES AND SERVICES

During the term hereof, Windrae shall provide services to BOMA Columbus as set forth herein or as BOMA Columbus shall reasonably request from time to time. Windrae's services shall be performed in accordance with the usual and reasonable standards of the association management industry. Windrae and its agents and employees shall adhere to all professional ethics and customs.

4. MANAGEMENT

Allison McClure, Kathy Chapman Egolf and Jeannine Windbigler with other professional support shall be assigned to BOMA Columbus by Windrae. They shall have overall responsibility for the management of all activities related to BOMA Columbus as defined in the Scope of Services as outlined in Attachment A; and in accordance with the direction of the BOMA Columbus Board of Directors.

5. MANAGEMENT FEES

For the month of April, 2022 Management Fees will be \$34 per hour and based on time spent for training and transition from current association management company.

Beginning May 1, 2022, Windrae will provide the services outlined in Attachment A for a retainer of \$5,600 monthly / \$67,200 annually. This proposal is based upon 38 hours per week, 1976 hours per year at \$34 per hour. This represents a flat rate for services and a slight rounding. Fees are due on the 1st working day of the month. For example, May management fees are due Monday, May 2nd.

BOMA Columbus shall also pay Windrae, within 30 days after submission of an itemized statement, expenses approved by the Association Board of Directors or its officers, and incurred by Windrae on behalf of BOMA Columbus.

Management fees include employee expenses, equipment and equipment maintenance, insurance costs, profits, and all costs associated with services as outlined in the BOMA Scope of Services – Management, Event Management/Educational Schedule, Financial, Conference Attendance.

Additional Administrative Charges

Additional administrative charges are listed next. Management fees and Additional Administrative Charges represent Windrae's total fee schedule. Furthermore, Windrae shall receive no rebates, commissions, or credits for purchases, expenditures, or arrangements made with an outside vendor for BOMA Columbus by Windrae.

File storage: There is no charge for storage of publications, brochures and documents needed for distribution. Off-site storage charges for other materials will be passed through to the organization with no markup.

The following expenses will be passed through to BOMA at cost:

- Outside mailing services if needed
- Postage
- Printing services
- Phone line/voicemail costs only for any line that is 100% dedicated to BOMA
- Meeting costs – meals, set-up, insurance, etc.
- Supplies
- Travel and transportation based on current IRS allowance, lodging and meals
- Any additional insurance (D&O, general liability, event cancellation, or other) if determined to be appropriate and approved by the Board
- Speaker's fees, as approved by the Board
- Professional consulting, legal and accounting fees if determined to be appropriate and approved by the Board
- Annual audit fees, if required
- Promotional and advertising costs, if any, and as approved by the Board
- AV production/services, as approved by the Board
- Awards and other event-related supplies, as approved by the Board
- IT costs, including hardware, software, web services, programming and data conversion costs unique to BOMA if any and as approved by the Board

Outsourced Services

Windrae Ltd. Outsourced Services:

- Tax return and 1099 preparation – Accountant
- Graphic design such as company and event logos - Graphic Design company
- Printing and copies – Printing company and/or Staples

Windrae will also provide such other services as requested by the Board of Directors that are not within the scope of this Agreement. BOMA Columbus and Windrae shall agree on a fee-added basis for additional services.

6. FACILITIES/EMPLOYEES

Neither Windrae nor any of its employees, agents or contractors shall be considered an employee of BOMA Columbus within the purview of the Workmen's Compensation Law, the Social Security Act, or in any other regard. Windrae agrees to and hereby does indemnify, defend, and hold BOMA Columbus harmless from and against any claim for payment made by any person, including but not limited to any government agency or authority, for withholding income taxes, social security payments, workmen's compensation payments, or any other payments or losses resulting from an assertion that any employee, agent or contractor of Windrae was an employee of BOMA Columbus.

7. INDEMNITY

BOMA Columbus shall indemnify Windrae and hold it harmless from any losses, damages, claims, costs and expenses of any nature incurred as a result of Windrae's actions taken on behalf of BOMA Columbus or resulting from Windrae's relationship with BOMA Columbus, provided that BOMA Columbus shall not be obligated hereunder with respect to (a) any action of Windrae not in the ordinary course of BOMA Columbus's business and taken without BOMA Columbus's knowledge and written consent, or (b) any negligent or wrongful act or omission of Windrae. Windrae shall indemnify BOMA Columbus and hold it harmless from any losses, damages, claims, costs and expenses of any nature incurred as a result of (a) any action of Windrae not in the ordinary course of BOMA Columbus's business and taken without BOMA Columbus's knowledge and written consent or (b) any negligent or wrongful act or omission of Windrae.

8. TERM

The term of the Agreement shall be for one (1) year, with a two (2) year renewal option to be exercised at the sole discretion of BOMA Columbus. BOMA Columbus shall be provided proposed renewal pricing by Windrae, as well as any requests for modification of service scope not less than one hundred and five (105) days prior to the expiration of the contract. BOMA Columbus shall provide Windrae the same notice of any requested contract modifications. BOMA Columbus shall provide notice of the exercise of the two (2) year renewal option not less than ninety (90) days prior to the contract expiration date. Notice for nonrenewal of the contract by either party shall be provided not less than ninety (90) days prior to the contract expiration date.

Windrae shall commence services on Friday, April 1, 2022, and work alongside the existing association management provider through Saturday, April 30, 2022 to ensure a smooth transition for BOMA Columbus.

9. TERMINATION

BOMA Columbus may terminate this Agreement on ninety (90) days written notice of Windrae's violation of written instructions or failure to reasonably comply with any of the agreements on the part of Windrae, by mutual agreement with Windrae, or for just cause.

Windrae may terminate this Agreement on ninety (90) days written notice upon the breach of its terms or conditions, or by BOMA Columbus defaulting in payments due hereunder for a period of forty-five days, by mutual agreement with BOMA Columbus, or for just cause.

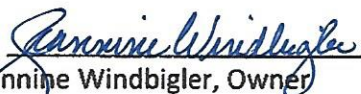
It is agreed that either party may terminate this agreement with not less than 90 days written notice to terminate, without cause.

10. CONFIDENTIALITY

Windrae shall strictly protect the confidentiality of BOMA Columbus's computer records, financial records, databases, meeting information, customer records, physical records and any other data or information used in the management of BOMA Columbus. Windrae, for itself, its employees, and agents, agrees that it shall not disclose any BOMA Columbus information to any outside party or entity that is not employed or a contractor of Windrae under any circumstances without the express written permission of BOMA Columbus. BOMA Columbus's computer records, financial records, databases, meeting information, customer records, physical records and any other data or information shall not be used for any purpose other than as contemplated by this Agreement.


IN WITNESS WHEREOF, each of Windrae and BOMA Columbus, by its representative who has been duly authorized, has signed this Agreement this 21st day of March 2022.

Windrae Ltd

By: 
Jeannine Windbigler, Owner
Windrae Ltd

Date: 3/21/22

Columbus Association of Building Owners
and Managers

By: 
Aimee Corney, CPM®
Its President

Date: 3/21/22

Attachment A - Windrae Scope of Services

Below is a list of services Windrae will provide.

Scope of Services - Management

- I. Establish the BOMA Columbus business address
- II. Administrative
 - a. Provide phone and email coverage, including voicemail, respond to and/or route inquiries
 - b. Coordinate IT support as needed (minimal)
 - c. Maintain association files, records and supplies (including all electronic records and file backup)
 - d. Maintain physical equipment belonging to BOMA Columbus and return upon expiration or termination of contract
 - e. Maintain inventory of common supplies
- III. Membership
 - a. Maintain local membership database and coordinate updates with BOMA International
 - b. Present new member applications to Board for approval
 - c. Process new member applications and record payments
 - d. Assist with preparation and distribution of new member orientation packets as needed
 - e. Follow up with membership inquiries and member prospects
 - f. Prepare membership reports as needed
 - g. Manage annual membership drive and renewal process including all communications, invoicing, collections, and database updates.
 - h. Maintain membership prospect and wait lists.
- IV. Committees
 - a. Assist committees with planning meeting times and locations as needed
 - b. Attend committee meetings as requested
 - c. Collect and maintain meeting minutes
 - d. Prepare reports as needed
 - e. Maintain committee roster and help recruit new members
- V. Communications and Website
 - a. Maintain and update website to assure accurate and timely information is displayed
 - b. Maintain and update online calendar and event photos
 - c. Manage online event registrations
 - d. Distribute association communications as necessary

VI. Board Meetings

- a. Maintain Board and Committee rosters
- b. Develop monthly Board meeting agendas in coordination with President
- c. Prepare and distribute monthly board meeting packets and minutes
- d. Attend all board meetings and record minutes, participate in meetings
- e. Assist with strategic planning

Scope of Services – Event Management/Education Schedule

VII. Organize and manage all aspects of member events as requested by the Board with appropriate direction from Committees

- a. Approximately 30 events per year, approximately 8 of these being monthly member luncheons, 6 being major annual networking or awards events, and the remainder being educational offerings, property tours, and/or smaller scale networking events
- b. Work with committees to plan and execute
- c. Budget and timeline preparation
- d. Conduct site inspections as needed and negotiate contracts on behalf of the association; present options and recommendations to committees
- e. Oversee relations and contracts with speakers
- f. Develop and implement marketing promotions
- g. Develop registration materials
- h. Manage facility, food/beverage, audio visual, décor, entertainment, speaker and other service vendor relations
- i. Handle registration processing, badge production, prepare all necessary on-site materials
- j. Provide appropriate on-site management staff
- k. Provide post-event financial and evaluation reports
- l. Prepare board and speaker materials as needed

Scope of Services – Financial

VIII. Manage and execute financial duties

- a. Work with designated accounting firm and provide necessary information to prepare monthly statements and reports
- b. Review invoices and process for timely payment, with Treasurer approval
- c. Track outstanding receivables and perform collection activities, identify potential issues for Board
- d. Collect and record all payments and provide detail to accounting firm as needed
- e. Make bank deposits and process credit cards as needed
- f. Provide information to Treasurer for special reporting
- g. Assist executive committee with annual budget preparation
- h. Prepare year-end statements and work with accounting firm for timely filing of tax returns

- i. Work with accounting firm in preparing financial materials for annual business meeting
- IX. Manage and track annual sponsorship program
 - a. Work with committee(s) and Board to manage, promote and track annual sponsorship program
 - i. Track packages, sponsors, and all other needed details
 - ii. Assist in development and distribution of package promotions and annual sponsorship drive
 - iii. Managing invoicing, collections, and allocation of sponsorship dollars for accurate financial reporting
 - b. Manage communications, promotions, and recognition of sponsors (will require coordination with events management)

Scope of Services – Conference Attendance

- X. Attend international, regional conferences at the request of Board
 - a. Annual International (summer)
 - b. Annual Winter (February, every other year)
 - c. Regional/Administrative – typically annual