

BOMA Iowa Board Manual 2014

BOMA Iowa Mission Statement

To represent and promote, in partnership with our vendors and suppliers, the interests of those engaged in the ownership and/or operation of commercial or government properties through effective leadership, advocacy, exchange of information, and professional development.

Purpose of Board Manual

The purpose of this board manual is to provide basic information on BOMA Iowa, the role of the Board, and the most up to date information concerning policies and contracts.

It aims to be a starting point as:

- a general resource for Board members;
- an orientation to the role for new Board members;
- a place to keep BOMA Iowa information.

The manual is designed in sections so that new material may be added easily. It will be updated as needed.

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BOMA Iowa Board Member Job Descriptions

Revised May 1999

BOMA Iowa Mission Statement

To represent and promote, in partnership with our vendors and suppliers, the interests of those engaged in the ownership and/or operation of commercial or government properties through effective leadership, advocacy, exchange of information, and professional development.

BOMA Iowa President

Purpose:

To supervise board members as the principal elected officer of the board.

The Full Board's Responsibilities:

- Establish policy.
- Hire and evaluate the administrator.
- Monitor finances.
- Create and update a long-range plan for the organization.
- Select and support the organization's board officers and periodically review their performances.
- Adopt key operating policies and procedures; approve contracts as appropriate.

Individual Board Member's Duties:

- Preside over meetings of the board and executive committee.
- Serve as ex-officio ("by virtue of office") member of all committees.
- Work with the administrator to see that all orders and resolutions of the board are carried out.
- Coordinate the work of board officers, task forces and committees of the board.
- Call special meetings as the need arises.
- Appoint all committee officers.
- Establish communication between board members and the administrator.
- Facilitate the board's decision-making.
- Develop a positive working relationship with the administrator.
- Assist the administrator in preparing the agenda for board meetings.
- Act as official spokesperson for the board.
- Facilitate new board member orientation during December's board meeting.
- Oversee the search for a new administrator, when the need arises.
- Coordinate and participate in the administrator's annual performance evaluation.
- Establish and enforce guidelines for disciplining board members.
- Work with the nominating committee to recruit new board members.
- Foster a sense of team spirit on the board.
- Perform all other functions required by the office of president.
 - Attend Winter Business Meeting in January
 - Attend June Convention
 - Present Scholarships
 - Introduce BOMA Iowa at the Real Estate Expo in October
 - Greet membership at Monthly Luncheons and Social Events
 - Introduce BOMA Iowa at the Joint Luncheon in October
- Promote BOMA within the community
- Initiate and develop select BOMA partnerships and relationships as agreed upon by board.

BOMA Iowa
Vice President of Programs/First Vice President

The Full Board's Responsibilities:

- Establish policy.
- Hire and evaluate the administrator.
- Monitor finances.
- Create and update a long-range plan for the organization.
- Select and support the organization's board officers and periodically review their performances.
- Adopt key operating policies and procedures; approve contracts as appropriate.

Individual Board Member's Duties:

- To organize programs for the regularly scheduled monthly luncheon meetings.
- Arrange program speaker, 20-30 minutes in length, for January through April, June, and August through November luncheons.
- General guideline for programs: 3 educational, 3 general market interest, 3 self help
- Secure program speaker no later than 60 days in advance
 - AV Equipment needed (TV, VCR, Overhead,)
 - Location
- Introduce speaker and subject
- Thank speaker and present an appreciation token.
- Have a back-up plan in case a speaker doesn't show (round table discussions, etc.)
- To attend all board meetings and all functions of the Association on a Local, Regional and National level.
- To be a Member of and have all of the responsibilities of a Director on the Board of Directors of the Association and shall support and defend policies and programs adopted by the Board of Directors.
- To be responsible to the Board of Directors and to the Membership of the Association.
- To work closely with the Board President and Administrator to become familiar with the duties and responsibilities of the board president's position as well as develop rapport and a positive working relationship.
- To undertake any special assignments upon the request of the President including acting as a spokesman for the Association to the press, the public, legislative bodies and related organizations.

Ideas to consider:

- Survey the membership for topic input
- Utilize membership for programs. Be sensitive if more than one allied member offers the same service.

Basic Function:

The First Vice President is an Officer and a representative of the Association as well as the president elect or "president in training". At the request of the President and in the event of his/her absence, disability, resignation, or otherwise vacancy of office, the First Vice President and then the Vice Presidents in the numerical order established by the Board of Directors, shall perform the duties and possess and exercise the power of the President. The First Vice President shall serve the former president's unexpired term as well as the full term for which he or she was elected.

BOMA Iowa
Vice President/Education

Basic Function:

The VP Education is an Officer and representative of the Association.

The Full Board's Responsibilities:

- Establish policy.
- Hire and evaluate the administrator.
- Monitor finances.
- Create and update a long-range plan for the organization.
- Select and support the organization's board officers and periodically review their performances.
- Adopt key operating policies and procedures; approve contracts as appropriate.

Individual Board Member's Duties:

- Coordinate BOMI education information
- Coordinate testing facilities and proctors for BOMI tests
- Inform members of formal BOMI educational opportunities
- Coordinate any additional informative seminars for members (e.g. asbestos, energy "power shopping", etc.)
- Oversee instructor for RPA, FMA and SMA classes if classroom instruction is offered

BOMA Iowa Treasurer

Basic Function:

The Treasurer is an Officer and a representative of the Association. Is responsible for all moneys belonging to the Association and shall be responsible for such moneys or securities of the Association. In exercising the fiduciary responsibilities of this position, the Treasurer insures the monetary matters of the Association are handled in generally accepted accounting practices.

The Full Board's Responsibilities:

- Establish policy.
- Hire and evaluate the administrator.
- Monitor finances.
- Create and update a long-range plan for the organization.
- Select and support the organization's board officers and periodically review their performances.
- Adopt key operating policies and procedures; approve contracts as appropriate.

Individual Board Member's Duties:

Within the limits of the By-laws, and policies, the Treasurer is responsible and has commensurate authority to accomplish the duties set forth below:

- Shall insure the appropriate care and custody of all moneys of the Association.
- Shall direct deposit of all funds in a commercial bank, trust company or such other bank or savings institution as directed by the Board of Directors.
- May sign drafts or checks of the Association.
- Present monthly reports on the financial condition of the Association to the Board of Directors.
- Present written report of the receipts and disbursements for the coming year to the Board of Directors.
- Support and defend policies and programs adopted by the Board of Directors.
- Assume all the responsibilities of a Director and is a Member of the Board of Directors of the Association.
- Special projects as requested by the President.

- Participate on Audit Committee, which will audit the financials, invoices paid, etc. annually with the Past President and Member at Large
- Review investments of monies – are we getting the highest return possible?
- Prepare budget with BAE and Membership Chair in August

Financial Procedures

Any check or withdrawal (excluding transfers between BOMA accounts) of \$500 or more shall be signed by the Treasurer or President.

Any reimbursable expense to TRC, excluding administration fees, must be approved by the President and signed by the President or Treasurer.

BOMA Iowa ***Vice President Membership***

Purpose:

To act as a voting member of the board with full authority and responsibility to develop policies procedures and regulations for the operation of the organization; to monitor the organization's financial health, programs and overall performance; and to provide the chief executive officer with the resources to meet the needs of those the organization serves.

The Full Board's Responsibilities:

- Establish policy.
- Hire and evaluate the administrator.
- Monitor finances.
- Create and update a long-range plan for the organization.
- Select and support the organization's board officers and periodically review their performances.
- Adopt key operating policies and procedures; approve contracts as appropriate.

Individual Board Member's Duties:

- Attend all board meetings and activities, including special events and board retreats.
- Be knowledgeable about the organization.
- Come to board meetings well prepared and well informed about issues on the agenda.
- Contribute to meetings by expressing your point of view.
- Consider other points of view, make constructive suggestions and help the board make decisions that benefit those the organization serves.
- Represent organization to individuals, the public and other organizations.
- Assume board leadership roles when asked.
- Keep the administrator informed about any concerns the community has.
- Responsible for membership activities
 - Monitor and report membership level to board
 - Implement membership retainment and recruitment programs.

BOMA Iowa Member at Large

Purpose:

To act as a voting member of the board with full authority and responsibility to develop policies procedures and regulations for the operation of the organization; to monitor the organization's financial health, programs and overall performance; and to provide the chief executive officer with the resources to meet the needs of those the organization serves.

The Full Board's Responsibilities:

- Establish policy.
- Hire and evaluate the administrator.
- Monitor finances.
- Create and update a long-range plan for the organization.
- Select and support the organization's board officers and periodically review their performances.
- Adopt key operating policies and procedures; approve contracts as appropriate.

Individual Board Member's Duties:

- Attend all board meetings and activities, including special events and board retreats.
- Be knowledgeable about the organization.
- Come to board meetings well prepared and well informed about issues on the agenda.
- Contribute to meetings by expressing your point of view.
- Consider other points of view, make constructive suggestions and help the board make decisions that benefit those the organization serves.
- Serve on at least one committee.
- Represent organization to individuals, the public and other organizations.
- Assume board leadership roles when asked.
- Keep the administrator informed about any concerns the community has.
- Serve on the social committee
- Responsible to greet new members and guests at functions. Assign additional board members to assist.
- Serve as public relations spokesperson
 Informally survey membership for needs.
- Oversee Advocacy Day.
- Participate on Audit Committee, which will audit the financials, invoices paid, etc. annually with the Treasurer and Past President.
- Keep Social Media updated and make posts.

BOMA Iowa Past President

Purpose:

To act as a voting member of the board with full authority and responsibility to develop policies procedures and regulations for the operation of the organization; to monitor the organization's financial health, programs and overall performance; and to provide the chief executive officer with the resources to meet the needs of those the organization serves.

The Full Board's Responsibilities:

- Establish policy.
- Hire and evaluate the administrator.
- Monitor finances.
- Create and update a long-range plan for the organization.
- Select and support the organization's board officers and periodically review their performances.
- Adopt key operating policies and procedures; approve contracts as appropriate.

Individual Board Member's Duties:

- Attend all board meetings and activities, including special events and board retreats.
- Be knowledgeable about the organization.
- Come to board meetings well prepared and well informed about issues on the agenda.
- Contribute to meetings by expressing your point of view.
- Consider other points of view, make constructive suggestions and help the board make decisions that benefit those the organization serves.
- Represent organization to individuals, the public and other organizations.
- Assume board leadership roles when asked.
- Keep the administrator informed about any concerns the community has.
- Responsible for Awards for the local chapter
- Responsible for heading a nominating committee to present a slate of officers at the November luncheon.
- Support the President and lend experience to board meetings.
- Responsible for hosting the annual Past President's Meeting / Luncheon
- Head up Audit Committee, which will audit the financials, invoices paid, etc. annually with the Treasurer and Member at Large
- Help with the website.

BOMA Iowa
Social Committee Chairman

Duties and Responsibilities of the Social Committee Chairman involve planning and coordinating three events during the calendar year. This is a two-year board position.

The Full Board's Responsibilities:

- Establish policy.
- Hire and evaluate the administrator.
- Monitor finances.
- Create and update a long-range plan for the organization.
- Select and support the organization's board officers and periodically review their performances.
- Adopt key operating policies and procedures; approve contracts as appropriate.

Individual Board Member's Duties:

- Golf Outing
 - Schedule a date (usually done the previous year)
 - Decide on a location (usually done the previous year)
 - Coordinate the event
- Holiday Party
 - Schedule a date
 - Decide on a location
 - Choose menu
 - Hire entertainment?
- The Social Committee comprised of BOMA volunteers helps to organize and aid in the planning of each of the above functions. Files are kept and passed on from year to year to assist in planning. The Social Committee is also responsible for assuring that each event is cost effective and profits used from the profitable events are used to defray the cost of the Holiday Party.

BOMA Iowa Member of the Board

Rationale:

Board members set broad policies and goals, and give the administrator free rein to implement them in the day-to-day management of the organization. Individual members of the board, however, have no authority to act independently of the full board. When they do, it can seriously damage the organization's ability to carry out its mission, board team spirit and the organization's image in the community. Board members who abuse their position this way should be disciplined or censured.

Board members are also "trustees" of their organization who approve an annual budget that ensures it can meet its financial needs. In addition, board members monitor the overall financial health of their organization by reviewing annual reports of an auditor recommended by the administrator. This, however, does not mean that they should interfere with the administrator's responsibility to make day-to-day operational expenditures.

Individual board members should attend all board meetings and actively participate in them, and serve on committees or as board officers. Finally, board members have the responsibility to know and fulfill their proper role as board members and to act in the best interests of those their organization serves.

The Full Board's Responsibilities:

- Establish policy.
- Hire and evaluate the administrator.
- Monitor finances.
- Create and update a long-range plan for the organization.
- Select and support the organization's board officers and periodically review their performances.
- Adopt key operating policies and procedures; approve contracts as appropriate.

Individual Board Member's Duties:

- Attend all board meetings and activities, including special events and board retreats.
- Be knowledgeable about the organization.
- Come to board meetings well prepared and well informed about issues on the agenda.
- Contribute to meetings by expressing your point of view.
- Consider other points of view, make constructive suggestions and help the board make decisions that benefit those the organization serves.
- Represent organization to individuals, the public and other organizations.
- Assume board leadership roles when asked.
- Keep the administrator informed about any concerns the community has.

Sessions that President and VP should attend

Winter Business

- Town Hall Meeting
- Board of Governors Meeting
- Regional Breakfast (Midwest Northern Region)
- Committee meetings of choice
- General sessions of choice

June Convention

- Town Hall Meeting
- Board of Governors Meeting
- Regional Breakfast (Midwest Northern Region)
- Committee meetings of choice
- Educational sessions of choice
- General sessions of choice

Miscellaneous

Luncheons – typically the third Tuesday of the month (excluding the two months we have social events –July, Dec) Joint luncheon with IFMA and IREM is in October.

BOMA Iowa pays for the President, VP Programs (President-Elect) and BAE to attend the Winter Business Meeting in January and the Convention in June. It also covers the BAE to attend the BAE convention in October.

The Social Committee plans the two social events –golf outing and holiday party. BOMA pays for the lunches up to a specified amount in the budget.

BOMI (Building Owners and Managers Institute) is the entity that offers the four designations – FMA, RPA, SMA and SMT. It is a separate entity from BOMA. www.bomi.org

We have a checking account with US Bank. We have a money market, certificates of deposit, and long range funds with Wells Fargo.

BOMA Iowa's website – www.bomaiowa.org

BOMA International's web site - www.boma.org

Calendar

Board Meetings – Jan through Dec

Monthly Luncheons – Jan, Feb, Mar, Apr, May, Jun, Aug, Sep, Oct (joint), Nov

Jan & Feb – Membership chair calls on non-renewals

Jan – initiate scholarship process with Central Campus

Feb – Begin audit for prior year's financials

Feb – Scholarships for UNI

March – Receive scholarships applications from Central Campus

April - Choose Central Campus Scholarship winners

May –Honor those that have earned BOMI designations at May luncheon

May – present Scholarships at Central Campus

July – Golf Outing

September – Treasurer, Member at Large, and BAE prepare budget for following year

October board meeting– Past President finalizes slate of officers for next year's board

November – Holiday Party

November Luncheon – Annual meeting – vote on board for following year; present plaque to current president

BOMA Iowa

**Constitution and By-Laws
Revised – March 2010**

**Constitution and By-Laws
(Revised – March 2010)**

Article I – Name

The Name of this Association shall be the Building Owners and Managers Association of Iowa.

Article II – Object

The purpose of this Association shall be to improve conditions pertaining to the ownership and operation of office buildings and other commercial properties represented in the membership of this Association; to secure for its members the benefit of discussion and cooperation respecting matters of common interest; and to promote, by every proper means, the welfare of the industry these properties represent.

Article III – Membership

Section A – Federated Membership

- 1) The Federated Membership of this Association shall consist of individuals who are owners, managers or designated representatives of office buildings.
- 2) One person may be named as “member” to represent each member firm, participating in such activities of the Association as the Board of Directors may prescribe. A charge, to be voted on by the Board of Directors annually, will be assessed to member firms for additional persons named as “associate members”.
- 3) The representative of each member firm and any associate member in good standing shall be entitled to one vote at any meeting of the association.
- 4) Eligible member candidates may be admitted to membership following Board of Directors’ review and approval by a majority vote of the Board of Directors.
- 5) The membership of any member shall cease at such time as he/she severs connection with member firm on which dues are paid in the Association.
- 6) A member may withdraw from the Association at any time, but will receive no refund of previously paid dues.
- 7) A member may be suspended or expelled for non-payment of dues or for other cause by action of the Board of Directors, under conditions and in accordance with procedure which the Board of Directors shall establish.

Section B – Allied Membership

- 1) The Allied Membership of this Association shall consist of an individual who represents an organization which supplies goods and services, or professional or business services to buildings represented by Federated members.
- 2) Allied Membership shall not be transferable, and may be restricted in number by approval of the Board of Directors.
- 3) Allied Membership shall have such privileges and duties as determined by the Board of Directors, but shall not have the right to vote or hold office, excepting one Allied Member who shall be elected every two years to serve as a voting member of the Board of Directors.

- 4) Eligible member candidates may be admitted to membership following Board of Directors' review and approval by a majority vote of the Board of Directors.
- 5) The Board of Directors, by majority vote, may revoke the membership of any Allied Member. The president shall notify the member of the action. If that member objects to such revocation, a special meeting of the Board of Directors shall be convened, and the revoked member shall be permitted to show cause why his/her membership should not be revoked. After hearing all evidence, a vote will be taken by the Board of Directors and re-instatement or revocation determined by a majority vote.
- 6) The Allied Membership of any member shall cease at any time the member terminates employment with the organization listed as the Allied Member firm.
- 7) An Allied Member may withdraw from the Association at any time, but will receive no refund of previously paid dues.

Section C – Student Membership

- 1) The Student Membership of this Association shall consist of individuals who are students who have completed high school education and are actively enrolled in a college undergraduate or graduate program or vocational training program in a building related field.
- 2) Student Membership shall not be transferable, and may be restricted in number by approval of the Board of Directors and adoption by a majority of the Federated Members entitled to vote at any meeting of the Association.
- 3) Student Membership shall have such privileges and duties as determined by the Board of Directors, but shall not have the right to vote or hold office.
- 4) Eligible member candidates may be admitted to following Board of Directors' review and approval by a majority of the Board of Directors.
- 5) A Student Membership may be suspended or revoked for non-payment of dues or for other cause by action of the Board, under conditions and in accordance with procedure which the Board shall establish.
- 6) A Student Membership shall cease at such time as he graduates or completes the course of study at his educational institution or voluntarily or involuntarily terminates his course of study.
- 7) A Student Member may withdraw from the Association at any time, but will receive no refund of previously paid dues.

Article IV – Annual Dues

- 1) Annual dues for Federated Members shall be established annually by the current Board of Directors. Such payment includes Federated membership in Building Owners and Managers Association International. Federated members of each member firm are entitled to the activities pertaining to International membership. The Board of Directors shall establish annual dues for each additional person in a member firm, named as "Associate Member".
- 2) Dues shall be assessed for the calendar year, and payable on January 1 of each year, or as the Board of Directors shall otherwise provide. Dues will be prorated bi-annually, except for special membership promotions or as waived by the Board.

Article IVa – Allied Membership Annual Dues

- 1) Allied Membership dues shall be established annually by the Board of Directors.
- 2) Allied member dues shall be assessed for the calendar year and payable on January 1 of each year, or as the Board shall otherwise provide. Allied Members accepted during the year shall have the dues pro-rated bi-annually.

Article IVb – Student Membership Annual Dues

- 1) Annual dues for Student Members shall be established annually by the Board of Directors. Such payment does not include membership in the Building Owners and Managers Association International.
- 2) Student membership dues shall be assessed for the calendar year and payable on or before January 1 of each year, or as the Board of Directors shall otherwise provide.

Article V – Officers

The officers of the Association shall consist of a President, 1st Vice President-Programs, 2nd Vice President-Education, 3rd Vice President-Membership, and Vice President Secretary/Treasurer. All officers shall be elected by ballot or oral vote at the annual meeting of the Association. Officers will hold office for the term of one year, or until their successors take office.

Article VI – Board of Directors

The government of the Association shall be ruled by a Board of Directors, consisting of the President, 3 Vice Presidents, a Secretary/Treasurer, one Past President, one Member at Large, and one Allied Representative.

Terms for serving on the Board of Directors shall be as follows;

- 5 Officers – one year
- 1 Past President – one year
- 1 Member at Large – one year
- 1 Allied Representative – two years

Any member serving in any capacity in BOMA International shall be an ex officio member of the Board for the term of his/her appointment, or three years, whichever is shorter.

Article VII – Duties of the President

- 1) The President shall be the chief executive officer and, subject to the direction of the Board of Directors, shall have control and management of the Association’s affairs.
- 2) He/she shall preside at meetings of the Association and of the Board of Directors.
- 3) He/she shall, with the approval of the Board of Directors, appoint all standing committee chairmen from the Board of Directors, and may designate any member to fill temporarily any vacancy in any office; members so appointed hold office until the next meeting of the Association, or until permanent selection is made.
- 4) He/she shall submit an annual report to the members of the Association, 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.

Article VIII – Duties of the 1st Vice President

The 1st Vice President shall act as the Program Chairman and perform the duties of the President during his/her absence or inability to perform.

Article IX – Duties of the Secretary/Treasurer

- 1) The Secretary/Treasurer shall arrange for the keeping of all records of the Association, prepare financial reports and tax returns.
- 2) The Secretary/Treasurer, with approval of the Board of Directors, may delegate certain duties to the BAE of the Association.
- 3) Any two of the five officers or an officer and the BAE, if duly authorized by Board of Directors resolution, may sign checks.

Article X – Duties of the Board of Directors

- 1) The Board of Directors is the governing body, responsible for the successful conduct of the Association. While it may delegate powers and share responsibilities, the ultimate authority for all official action shall reside in the Board of Directors.
- 2) It shall establish policies, initiate activities and make such recommendations to the membership looking to the advancement of the interests and objectives of this Association as it may deem proper.
- 3) It shall be the duty of the Board of Directors to consider and take action upon all matters referred to it, reporting such action promptly to the members of the Association.
- 4) Contracted service providers may be engaged by the Board of Directors after the approval of the scope of work and contract, by the Board of Directors.
- 5) The Board of Directors shall fix the amount of the bond required of the Treasurer, and officers or contracted service providers of the Association, where in its discretion a bond shall be required. The premium is to be paid by the Association.

Article XI – Meetings

- 1) Regular meetings of the Association shall be held on the third Tuesday of each month at such time and place selected by the Board of Directors. Social Events may take the place of a regular meeting and take place on a different day.
- 2) The November meeting shall be the Annual Meeting of the Association.
- 3) Special meetings may be called by the President at any time, and shall be so called by written request of three voting members.
- 4) Notice of the Annual Meeting shall be communicated to all members at least 5 days prior thereto.
- 5) There shall be at least 5 days notice of any special meeting stating the matters to be considered; However, such notice may be waived and attendance at any meeting, whether special or otherwise shall be deemed to constitute a waiver of notice.
- 6) Fifty-one percent of the members shall constitute a quorum at meetings of the Association, including the Annual Meeting and any special meetings called.

- 7) The Board of Directors shall meet on call of the President, or a meeting may be called by three members of the Board of Directors. At such meetings, five members shall constitute a quorum for the transaction of business; action shall be by majority vote of members in attendance.

Article XII – Order of Business

At any regular or business meeting of the Association, the following shall be the order of business.

- A) Call to order
- B) Review and approval of minutes
- C) Applications for membership
- D) Communications
- E) Report of Officers
- F) Committee Reports
- G) New Business
- H) General Discussion
- I) Appointment of Committees
- J) Adjournment

Article XIII – Annual Election of Officers and Directors

- 1) Prior to the first day of October each year, the President shall select and appoint a Nominating Committee which shall consist of the immediate Past President and two other federated members chosen by the President.
- 2) It shall be the duty of the Nominating Committee to nominate candidates for the offices to be filled at the Annual Election of Officers and Directors. They shall report their findings to the Board of Directors before the third Tuesday of October.
- 3) Such list of nominations shall be communicated to each member with the notice of the Annual Meeting.
- 4) The slate of officers and board members shall be presented at the annual meeting. Nominations from the floor will be accepted at that time. The nominees shall be voted on by the membership and the results announced; whereupon the new Officers and Directors shall take office on January 1 of the following year.
- 5) Nothing herein contained shall prevent any Federated member from nominating or voting for any member for any office of the Association.

Article XIV – Services and Liability

- 1) The consideration for services rendered the Association by any and all members thereof shall be the benefit derived from membership in the Association, and no compensation shall be paid for any such services, except by special arrangement authorized by the Board of Directors in advance.
- 2) With the exception of the payment of dues, as herein or hereafter provided, no member shall, by reason of this membership in this Association, be liable in any matter pertaining to or growing out of membership in this Association.

Article XV – Amendments

These by-laws may be amended by a 2/3 vote of the Federated membership. Recommendations of change shall have been submitted to the Federated membership at least fifteen days prior to the time at which such action is taken.

Article XVI – BOMA International Meetings

BOMA Iowa Officers will be compensated for attending meetings as outline below.

- 1) Annual BOMA International Convention and BOMA Winter Business Meeting Expenses:
 - a. The President of BOMA Iowa and President Elect, attending the annual BOMA International Convention and BOMA Winter Business Meeting will be paid the reasonable cost of transportation, lodging, meals and registration fees.
 - b. The Board of Directors shall, at their sole discretion, approve reasonable costs associated in whole or in part, for all BOMA Iowa members currently serving on a BOMA International committee.

Article XVII – Dissolution Clause

Upon dissolution of BOMA Iowa, all remaining assets, after payment in full of all its debts, obligations, and necessary final expenses, shall be distributed to one or more regularly organized and qualified charitable, educational, scientific or philanthropic organizations as shall be chosen by the then existing Board of Directors.

Article XVIII - Resolution of Federation

Resolved that in furthering the objectives of this Association, the Building Owners and Managers Association of Iowa hereby federated with Building Owners and Managers Association International and tenders to the national Association, and other affiliated organizations its cooperation in working for the best interests of the membership, local and national, and the general welfare of the industry.

BOMA Iowa Articles of Incorporation



ELAINE BAXTER
Secretary of State
State of Iowa

122019 E
POLK E 635-0190
SUGGESTED FORM FOR
ARTICLES OF INCORPORATION OF
IOWA NONPROFIT CORPORATIONS
MAIL TO: SECRETARY OF STATE
HOOVER BLDG
DES MOINES, IA 50319
FILING FEE \$20.00

ARTICLES OF INCORPORATION OF BOMA DES MOINES

To the Secretary of State
of the State of Iowa:

We, the undersigned, acting as incorporators of a corporation under the Iowa Nonprofit Corporation Act under Chapter 504A, Code of Iowa 1983 adopt the following Articles of Incorporation for such corporation:

I) The name of the corporation is: Building Owners and Managers Association, Des Moines (BOMA Des Moines)

II) The period of its duration is: [note 1] _____

III) The purpose or purposes for which the corporation is organized is/are: 1) to create, develop, and maintain cooperation among the owners and managers of commercial properties. 2) to promote the exchange of ideas and information concerning the conception, construction, management, operation and maintenance of building. 3) to educate its members 4) to promote the general welfare of the industry.

IV) The address of the initial registered office in the State of Iowa is 1519 N.W. 97th Street in the City of Des Moines 50322, County of [note 2] Polk, and its initial registered agent at such address is Richard Hein. The mailing address is P.O. Box 3864, Urbandale, Iowa 50322.

V) The number of directors constituting the initial board of directors of the corporation is Nine (9) and the names and addresses of the persons to serve as initial directors are [note 3]

Rich Hein, 910 Grand Ave., Des Moines, IA 50309. David Little, 3200 Ruan Center, Des Moines, IA 50309. Linda Humiston, 3737 Woodland, Suite 110, West Des Moines, IA 50265. Cwynn Hoffman, 206 6th Ave., Des Moines, IA 50309. John Stenberg, 5000 Park Avenue, Des Moines, IA 50321. Marcia Grant, 400 Locust suite 690, Des Moines, IA 50309. John Mechem, 418 6th Ave., Des Moines, IA 50309. Ed Poncavage, 900 Hubbell Building, 904 Walnut, Des Moines, IA, 50309. Ray Standerwick, 1435 Ohio St., Des Moines, IA 50305.

VI) The date on which the corporate existence shall begin is: [note 4] _____

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(VII) The name and address of each incorporator is: (note 5)
 Richard Hein 810 Grand Ave., Des Moines, IA 50309
 David Little 3200 Swan Center, Des Moines, IA 50309
 Linda Humiston 3737 Woodland, Suite 110, West Des Moines, IA 50265

(VIII) Additional Provisions, if applicable:

Dated 5/18, 1988

Richard Hein Richard Hein
David Little David Little
Linda Humiston Linda Humiston
 Incorporators

STATE OF Iowa)
) SS
 COUNTY OF Polk)

On this 23rd day of May, A.D. 1988, before me,
 the undersigned, a notary public in and for said county in said State, personally appeared
Richard Hein - David Little - Linda Humiston
 known to me to be the person named in and who executed the foregoing Articles of
 Incorporation, and acknowledged that they executed the same as
their voluntary act and deed.

Notary Public in and for Iowa

I hereby certify that the foregoing is a true and correct copy of the original as the same is on file in my office.
 Notary Public in and for the State of Iowa
 My Comm. Expires May 24 1988
 My Comm. No. 0088146
 My Office: Des Moines, IA 50309
 My Office: 3000

- NOTES:
1. In the absence of a stated period of duration, the duration shall be perpetual. Thus, if perpetual duration is desired, this article may be omitted and subsequent articles renumbered accordingly.
 2. The address must include city, street and number (if any) and county.
 3. There may be one or more directors.
 4. The date on which the corporate existence shall begin may be any date identified by year, month and day not more than ninety (90) days into the future. In the absence of a statement in the articles of such a date, the existence shall commence on the date on which the Secretary of State issues the certificate of incorporation. Existence cannot commence prior to the date on which articles are received by the Secretary of State.
 5. One or more persons, as defined in section 2 (1), having the capacity to contract may act as incorporators.
 6. Type or print names under all signatures.
- Section: For purposes of Federal Tax Exception consider applicable sections of the Internal Revenue Code.

ARTICLES OF AMENDMENT
AMENDMENT ONE
To
ARTICLES OF INCORPORATION
BUILDING OWNERS AND MANAGERS ASSOCIATION of IOWA
(BOMA IOWA)

Building Owners and Managers Association of Iowa (“BOMA IOWA”) hereby amends its Articles of Incorporation dated May 23, 1988 by changing its official name from “Building Owners and Managers Association, Des Moines, (BOMA Des Moines)” to “Building Owners and Managers Association of Iowa, (BOMA Iowa)”.

Member approval not being required for passage, this amendment, motioned and seconded on January 7, 2008 and approved by unanimous vote of the 2007 BOMA Iowa Board of Directors shall become effective immediately upon approval by the office of Iowa Secretary of State.

Signed,



BRIAN MOOK – Past President, BOMA Iowa

April 18, 2008
DATE

**BOMA Iowa
Policies
and
Board Pledge**

BOMA Iowa
Conflict of Interest Policy and Disclosure Form

This conflict of interest policy is designed to help directors, officers, and employees of BOMA Iowa identify situations that present potential conflicts of interest and to provide BOMA Iowa with a procedure that, if observed, will allow a transaction to be treated as valid and binding even though a director, officer, or employee has or may have a conflict of interest with respect to the transaction. In the event there is an inconsistency between the requirements and procedures prescribed herein and those in federal or state law, the law shall control. All capitalized terms are defined in Part 2 of this policy.

1. Conflict of Interest Defined. For purposes of this policy, the following circumstances shall be deemed to create Conflicts of Interest:

A. Outside Interests.

(i) A Contract or Transaction between BOMA Iowa and a Responsible Person or Family Member.

(ii) A Contract or Transaction between BOMA Iowa and an entity in which a Responsible Person or Family Member has a Material Financial Interest or of which such person is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative.

B. Outside Activities.

(i) A Responsible Person competing with BOMA Iowa in the rendering of services or in any other Contract or Transaction with a third party.

(ii) A Responsible Person's having a Material Financial Interest in; or serving as a director, officer, employee, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative of, or consultant to; an entity or individual that competes with BOMA Iowa in the provision of services or in any other Contract or Transaction with a third party.

C. Gifts, Gratuities and Entertainment. A Responsible Person accepting gifts, entertainment, or other favors from any individual or entity that:

(i) does or is seeking to do business with, or is a competitor of BOMA Iowa; or

(ii) has received, is receiving, or is seeking to receive a loan or grant, or to secure other financial commitments from BOMA Iowa;

(iii) is a charitable organization; under circumstances where it might be inferred that such action was intended to influence or possibly would influence the Responsible Person in the performance of his or her duties.

This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value that are not related to any particular transaction or activity of BOMA Iowa.

2. Definitions.

A. A *Conflict of Interest* is any circumstance described in Part 1 of this Policy.

B. A *Responsible Person* is any person serving as an officer, employee, or member of the board of directors of BOMA Iowa.

C. A *Family Member* is a spouse, domestic partner, parent, child, or spouse of a child, brother, sister, or spouse of a brother or sister, of a Responsible Person.

D. A *Material Financial Interest* in an entity is a financial interest of any kind that, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person's or Family Member's judgment with respect to transactions to which the entity is a party. This includes all forms of compensation.

E. A *Contract or Transaction* is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, the establishment of any other type of pecuniary relationship, or review of a charitable organization by BOMA Iowa. The making of a gift to BOMA Iowa is not a Contract or Transaction.

3. Procedures.

A. Before board or committee action on a Contract or Transaction involving a Conflict of Interest, a director or committee member having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting.

B. A director or committee member who plans not to attend a meeting at which he or she has reason to believe that the board or committee will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.

C. A person who has a Conflict of Interest shall not participate in or be permitted to hear the board's or committee's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.

D. A person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. The person having a conflict of interest may not vote on the Contract or Transaction. Such person's ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the board of directors of BOMA Iowa has a Conflict of Interest when he or she stands for election as an officer or for re-election as a member of the board of directors.

E. Responsible Persons who are not members of the board of directors of BOMA Iowa, or who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of board or committee action, shall disclose to the Chair or the Chair's designee any Conflict of Interest that such Responsible Person has with respect to a Contract or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Responsible Person. The Responsible Person shall refrain from any action that may affect BOMA Iowa's participation in such Contract or Transaction.

In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the Chair or the Chair's designee, who shall determine whether there exists a Conflict of Interest that is subject to this policy.

4. Confidentiality. Each Responsible Person shall exercise care not to disclose confidential information acquired in connection with such status or information the disclosure of which might be adverse to the interests of BOMA Iowa. Furthermore, a Responsible Person shall not disclose or use information relating to the business of BOMA Iowa for the personal profit or advantage of the Responsible Person or a Family Member.

5. Review of Policy.

A. Each new Responsible Person shall be required to review a copy of this Policy and to acknowledge in writing that he or she has done so.

B. Each Responsible Person shall annually complete a disclosure form identifying any relationships, positions, or circumstances in which the Responsible Person is involved that he or she believes could contribute to a Conflict of Interest arising. Such relationships, positions, or circumstances might include service as a director of or consultant to a not-for-profit organization, or ownership of a business that might provide goods or services to BOMA Iowa. Any such information regarding business interests of a Responsible Person or a Family Member shall be treated as confidential and shall generally be made available only to the President, the Executive Director, and any committee appointed to address Conflicts of Interest, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.

C. This policy shall be reviewed annually by each member of the board of directors. Any changes to the policy shall be communicated immediately to all Responsible Persons.

Adopted by the Board November 10, 2008

**BOMA Iowa
Conflict of Interest Disclosure Form**

Name: _____ Date: _____

Please describe below any relationships, positions, or circumstances in which you are involved that you believe could contribute to a Conflict of Interest (as defined in BOMA Iowa's Policy on Conflicts of Interest) arising. The Policy and supplemental information is attached to this form for your reference. If you have any questions concerning the information enclosed, please contact Brian Green, BOMA International Chief Financial Officer.

_____ I have no conflict of interest to report

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Policy of Conflict of Interest of BOMA Iowa that is currently in effect.

Signature: _____ Date: _____

Adopted by the Board November 10, 2008

BOMA Iowa Anti-Trust Policy

Antitrust laws are designed to preserve the free enterprise of the open marketplace by making illegal certain private conspiracies and combinations formed to minimize competition.

Building Owners and Managers Association of Iowa (BOMA Iowa) is a not-for-profit organization. It is not organized, and may not play any role, in the competitive decisions of our members or students and cannot in any way restrict competition among member, potential members, or students. BOMA Iowa serves as a forum for a free and open discussion of diverse opinions without, in any way, attempting to encourage or sanction any particular business practice.

The association provides forums for the exchange of ideas in a variety of settings including the annual meetings, educational programs, committee meetings, membership luncheons, networking events, and board of directors meetings.

The BOMA Iowa Board of Directors recognizes the possibility that the association and its activities could be viewed by some as an opportunity for anti-competitive conduct. This statement supports the policy of competition served by the antitrust laws and is written to communicate the association's uncompromising policy to comply strictly, in all respects, with those laws.

It is BOMA Iowa's policy that discussions at meetings and in connection with BOMA Iowa activities, including listservs, not include any exchanges of information that could be problematic under the antitrust or other laws and, to avoid inferences of anticompetitive or otherwise illegal behavior, specific information about prices, bids, contracts, negotiations terms of services, rates, and services to other parties.

It is the policy of BOMA Iowa to comply fully with antitrust laws, both federal and state, and to avoid all conduct which is unlawful, or which may give the appearance of being in conflict with such laws.

Print Name

Signature

Date

Adopted by the Board November 10, 2008

BOMA Iowa Document Retention and Destruction Policy

It is the policy of BOMA Iowa to retain records as required by law and to destroy them when appropriate. Records and documents outlined in this policy include paper and electronic files. In accordance with 18 U.S.C. Section 1519 and the Sarbanes Oxley Act, BOMA Iowa shall not knowingly destroy a document with the intent to obstruct or influence an "investigation or proper administration of any matter within the jurisdiction of any department agency of the United States . . . or in relation to or contemplation of such matter or case." If an official investigation is underway or even suspected, document purging must stop in order to avoid criminal obstruction.

The destruction of records must be approved by the Board of Directors.

The formal records retention policy of BOMA Iowa is as follows:

Accident reports/claims (settled Cases)	7 Years
Accounts payable ledgers and schedules	7 Years
Accounts receivable ledgers and schedules	7 Years
Articles of Incorporation, Charter, Bylaws, Minutes	Permanently
Audit reports	Permanently
Bank Reconciliations	3 Years
Bank Statements	3 Years
Chart of Accounts	Permanently
Cancelled Checks	3 Years
Contracts, notes and leases:	
Expired	7 Years
Still in effect	Permanently
Correspondence:	
General	2 Years
Legal and important matters only	Permanently
Routine with customers and/or vendors	2 Years
Deeds, mortgages, loans and bills of sales	Permanently
Deposit Records	3 Years
Depreciation schedules	Permanently
Duplicate deposit slips	3 Years
Employment applications	3 Years
Expense analyses/expense distribution schedule	7 Years
Financial statements:	
Year end	Permanently
Other	Optional
Garnishments	7 Years
General ledgers/year end trial balance	Permanently
Insurance policies (expired)	3 Years
Insurance records (policies, claims, etc.)	Permanently
Internal audit reports	3 Years +
Internal reports	3 Years

Inventories of products, materials and supplies	7 Years
Invoices (to customers, from vendors)	7 Years
Journals	Permanently
Notes receivable ledgers and schedules	7 Years
Payroll records and summaries	7 Years
Personnel records (terminated)	7 Years
Petty cash vouchers	3 Years
Physical inventory tags	3 Years
Property records (incl. depreciation schedules)	Permanently
Purchase orders:	
Purchasing department copy	7 Years
Other copies	1 Year
Receiving sheets	1 Year
Retirement and pension records	Permanently
Requisitions	1 Year
Sales records	7 Years
Subsidiary ledgers	7 Years
Tax returns and worksheets, examination reports and other documents relating to determination of income tax liability	Permanently
Time sheets/cards	7 Years
Trademark registrations and copyrights	Permanently
Training manuals	Permanently
Voucher register and schedules	7 Years
Withholding tax statements	7 Years
Workers Compensation Documentation	10 Years after 1 st Closure

Adopted by the Board November 10, 2008

BOMA Iowa Whistleblower Policy

General

BOMA Iowa expects its directors, officers, employees, and other representatives to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of BOMA Iowa, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

Reporting Responsibility

It is the responsibility of all directors, officers, and employees to report Wrongful Conduct in accordance with this Whistleblower Policy.

Wrongful Conduct

“Wrongful Conduct” is defined in this Whistleblower Policy to include: a serious violation of BOMA Iowa policy; a violation of applicable state and federal law; or the use of BOMA Iowa property, resources, or authority for personal gain or other non organization-related purpose except as provided under BOMA Iowa policy

This definition of Wrongful Conduct is not intended to be an exclusive listing of the illegal or improper activity encompassed by the Whistleblower Policy. Rather, the Whistleblower Policy is intended to serve as a means of reporting all serious improprieties that potentially impact the integrity and effective operation of BOMA Iowa.

No Retaliation

No director, officer, or employee who in good faith reports Wrongful Conduct will suffer harassment, retaliation or adverse employment consequence. Any director, officer, or employee who retaliates against anyone who has reported Wrongful Conduct in good faith is subject to discipline up to and including termination of employment or removal from the board or directors, as applicable. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within BOMA Iowa prior to seeking resolution outside BOMA Iowa.

Reporting Wrongful Conduct

BOMA Iowa encourages its directors, officers, and employees to share their questions, concerns, suggestions, or complaints with someone who can address them properly. Any director, officer, or employee may report Wrongful Conduct to the Executive Director or the president of the board of directors. If the Wrongful Conduct implicates one or both of the Executive Director or the president of the board of directors, or if the reporting individual is not comfortable speaking with or not satisfied with response of the foregoing individuals, the issue may be reported to any member of the board of directors. The Executive Director, president of the board of directors, and all members of the board of directors to whom a report of Wrongful Conduct is made are required to immediately advise the full board of directors of such report of Wrongful Conduct.

Acting in Good Faith

Anyone filing a complaint of Wrongful Conduct must be acting in good faith and have reasonable grounds for believing the information disclosed indicates Wrongful Conduct. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality

Reports of Wrongful Conduct or suspected Wrongful Conduct may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of Wrongful Conduct or suspected Wrongful Conduct will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Wrongful Conduct

A representative of the board of directors will notify the sender and acknowledge receipt of the reported Wrongful Conduct or suspected Wrongful Conduct within five business days, unless such report was submitted anonymously. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Adopted by the Board November 10, 2008

BOMA Iowa
Financial Review / Audit Policy

The board annually will form a financial internal review committee consisting of the current treasurer, member at large, past president and one other individual that may or may not be a member. The committee will give a report to the past president no later than March 15th each year. The past president's role will be to give direction to the review committee and give framework of their responsibilities.

Cash Reserve Policy

The Reserve Fund must equal a minimum of six months of operating expenses. The actual dollar amount will be evaluated each year as part of the annual budget planning process.

BOMA IOWA
BOARD MEMBER PLEDGE FORM

I, _____, recognizing the important responsibility I am undertaking in serving as a member of the Board of Directors of this organization, hereby pledge to carry out in a trustworthy, ethical, and diligent manner the duties and obligations of my role as board member.

MY ROLE:

I acknowledge that my primary role as a board member is (1) to contribute to the defining of the organization mission and governing the fulfillment of that mission, and (2) to carry out the functions of the office of Board Member and / or Officer as stated by the bylaws.

My role as a board member will focus on the development of and contribution to board policies and strategic planning of our chapter.

MY COMMITMENT:

I will exercise the duties and responsibilities of this office with integrity, sincerity and care to the best of my ability.

I PLEDGE:

1. To establish as a high priority my attendance at all meetings of the board, committees and task forces on which I serve.
2. To come prepared to discuss the issues and business to be addressed at scheduled meetings, having read the agenda and all background material relevant to the topics at hand.
3. To work with and respect the opinions of my peers who serve this board, and to leave my personal prejudices out of all board of discussions.
4. To always act for the good of the organization.
5. To represent this organization in a positive and supportive manner at all times and in all places.
6. To observe the parliamentary procedures and display courteous conduct at all board, committee and task force meetings.
7. To be present at as many BOMA Iowa monthly membership meetings, social events and educational offerings.
8. To avoid conflicts of interest between my position as a board member and my professional or personal life. If such a conflict does arise, I will declare that conflict before the board and refrain from voting on matters in which I have conflict.
9. To support in a positive manner all actions taken by the Board of Directors even when I am in a minority position on such actions.
10. To agree to serve on at least one committee or task force, maintain attendance at board meetings, and participate in the accomplishment of its objectives. If I chair the board, a committee, or task force I will:
 - a. Call meetings as necessary until objectives are met.
 - b. Conduct the meetings in an orderly, fair, open and efficient manner.
 - c. Ensure that the agenda and support materials are sent to all members in advance of the meetings;
 - d. Make committee progress reports/minutes to the board at its scheduled meetings.
11. To use best efforts in participating in both annual strategic planning meetings of the association and the process of integration of BOMA International and any other strategic alliances that are beneficial to the local, state, or international affiliations.

If, for any reason, I find myself unable to carry out the above duties as best I can, I agree to resign my position as a board member/officer.

Board Member Signature

Date

BOMA Iowa Contracts/Agreements

**Administration Services Contract
BOMA International Federation Agreement
BOMI International Agreement**

MANAGEMENT AGREEMENT FOR ADMINISTRATIVE SERVICES
RENDERED ON BEHALF OF ASSOCIATION

This Management Agreement for Administrative Services Rendered on Behalf of the Association (hereinafter the "Agreement") is made and entered into this 13th day of August, 2013, by and between BOMA Iowa, a nonprofit corporation (hereinafter the "Association") and The Resource Connection, authorized to do business in Iowa, (hereinafter the "Manager"), hereinafter sometimes collectively referred to as the "parties," for the provision of certain administrative and advisory services by Manager on behalf of the Association.

WITNESSETH:

WHEREAS, the Manager is an entity engaged in the business of providing management services to trade and related nonprofit associations in its capacity as an independent contractor;

WHEREAS, the Association desires that Manager provide certain administrative, management and advisory services as more fully set forth below for the use and benefit of the Association and its members on an independent contractor basis; and

WHEREAS, the Manager desires to assume such duties and obligations in conformance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises as covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged and agreed, the Parties agree as follows:

ARTICLE I

1.01 **INDEPENDENT CONTRACTOR STATUS:** It is expressly understood and agreed that Manager shall, at all times and under all circumstances, perform its duties and obligations hereunder as an independent contractor. In that capacity, Manager shall manage, administer and advise the Association, utilizing its own judgment and discretion as to the manner and method in which it performs said services. Manager shall be solely responsible for investigating, hiring, training, instructing, paying, promoting, discharging and supervising the work of its own employees, including the retention and/or payment of all applicable wages, benefits, taxes and insurance. Said workers shall be solely the employees of the Manager, and shall not be considered the employees of the Association, for any reason whatsoever.

1.02 **TERM:** The term of this Agreement shall be for twelve (12) months, said Agreement to commence on the date hereof and continue thereafter under the expiration of the term; provided, however, that unless either Manager or the Association delivers written notice of termination to the other party on or before the sixtieth (60th) day prior to the expiration of the initial (or any subsequent renewal term), the term of this Agreement shall automatically be renewed for a successive like term.

1.03 **TERMINATION:** This Agreement may be terminated without cause by either party upon sixty (60) days written notice to the other party, or at the end of the term as set forth in paragraph 1.02. This Agreement may be terminated for cause at any time in the event Manager or Association fails to sufficiently comply with the material provisions of this Agreement, after receipt of written notice providing a detailed description of the party's failure and of the aggrieved party's intent to terminate should the failure not be cured within fifteen (15) business days of defaulting party's receipt of same. Termination of this Agreement shall not release either party from any of its obligations to the other which accrued or related to periods prior to the date of termination. Within ten (10) business days of the termination of this Agreement or the submission of all expenses as agreed herein, whichever is later, the Association shall pay to Manager reimbursement for all expenses incurred by the Manager on behalf of the Association prior to the actual date of termination, so long as said charges were incurred in conformance with the Agreement and required supporting documentation is timely supplied.

ARTICLE II

2.01 **CONFIDENTIALITY OF MANAGER:** Subject to disclosure required by law or by a Court of competent jurisdiction, Manager shall, at all times, manage the business and affairs of the Association utilizing reasonable levels of discretion and shall not disseminate or disclose membership lists or other information which Manager has been informed is expected to be maintained under reasonable confidential guidelines, without express authorization of the Board of Directors.

2.02 **CONFIDENTIALITY OF ASSOCIATION:** Subject to disclosure required by law or by a Court of competent jurisdiction, the Association shall keep the terms and fees set forth in this Agreement confidential, so as not to interfere with or restrict Manager's ability to negotiate different and more favorable terms with other associations.

2.03 **ASSOCIATION'S DUTIES AND OBLIGATIONS:** The Association, by and through its officers, directors and/or committee chairs, are responsible for responding to Manager's inquiries, within a reasonable time, and to keep Manager fully informed of plans, decisions and implementation actions of the various committees and the Board of Directors, either through written reports or verbal updates. The Association shall also provide Manager with the necessary authority to conduct the day to day operations of the Association and to fulfill its other obligations and responsibilities under the terms of the Agreement.

ARTICLE III

3.01 **FEES:** In compensation for the administrative and related services set forth herein, the Association shall pay to Manager an annual management fee of \$33,000 to be paid in monthly installments of \$2,750.00, payable on or before the first day of each month, said payment to commence on the 1st day of January, 2014, and continue thereafter from month to month until the expiration of the term of this Agreement; or until the Agreement is otherwise terminated as provided herein. Request for fee adjustments shall be submitted in writing to the Association no later than September 1st of the calendar year preceding the contract renewal date.

ARTICLE IV

4.01 **NON-EXCLUSIVE ARRANGEMENT:** It is the understanding and agreement of the parties that Manager, as an independent contractor, is not prohibited from entering into like agreements and arrangements with other groups or associations, regardless of whether they have competing membership interest, and such shall not be considered a conflict of interest or grounds for termination.

4.02 **PROPRIETARY INFORMATION:** Unless otherwise agreed in writing between the Parties, all written materials produced by, or on behalf of, the Association, shall remain the sole property of the Association, and the Association shall have the sole right to obtain copyright protection for such written materials.

4.03 **INDEMNIFICATION BY MANAGER:**

A. Manager shall, and does hereby, indemnify and hold the Association harmless from and against any and all liabilities arising, in whole or in part, as a consequence of any claims, judgments, damages, settlements, verdicts, awards, liens, costs, expenses and attorneys' fees (hereinafter collectively referred to herein as "Claims") incurred by the Association related in any way whatsoever to any grossly negligent or intentional misconduct of Manager, its employees or agents, whether by act or omission.

B. Manager shall also indemnify and hold the Association harmless for any and all Claims arising out of the course of employment of persons by Manager in fulfillment of this Agreement, including but not limited to claims for worker's compensation, unemployment compensation, employment discrimination and wrongful termination. Further, Manager agrees to indemnify and hold Association harmless from and against any Claims for payment made by any government agency or authorization for withholding income taxes, social security payments, worker's compensation payments or similar payments based on the assertion that any employee of Manager was an employee of Association.

4.04 INDEMNIFICATION BY ASSOCIATION: Association shall, and does hereby, indemnify and hold Manager harmless from and against any and all liabilities arising, in whole or in part, as a consequence of any claims, judgment, damages, settlements, verdicts, awards, liens, costs, expenses and attorneys' fees incurred by Manager, related in any way whatsoever to Manager or its employees or agents carrying out the good faith performance of its responsibilities and obligations under this Agreement for the benefit of the Association, except to the extent such is founded on grossly negligent or intentional misconduct of Manager, its employees or agents, whether by acts or omission. It is the expressed intention of the parties that Manager shall not be responsible or liable to any party for any Claim related to its activities on behalf of the Association, except to perform in accordance with the terms of this Agreement on behalf of the Association and except as further limited in this paragraph.

4.05 NOTICE OF INDEMNITY OBLIGATION: Upon either Association's or Manager's receipt of a written claim or allegation that may give rise to the other's obligation to indemnify the party receiving the written claim or allegation shall, within a reasonable period thereafter, but not later than 30 days, notify the other party in writing, providing general information of the claim or allegation made. The furnishing of any insurance herein required to be furnished by Association or Manager shall not be deemed to limit Association's or Manager's obligation for indemnity.

4.06 LIABILITY INSURANCE: Manager shall procure and maintain throughout the terms of this agreement and any subsequent renewal, a policy or policies of insurance, at its sole cost and expense, insuring both Association and Manager against all claims, demands or actions arising out of or in connection with Manager's use or occupancy of its offices. The limits of such policy or policies shall be not less than \$300,000 in respect of injuries to or death of any one person, \$300,000 in respect of any one accident or disaster, and \$300,000 in respect of property damaged or destroyed in the aggregate. Manager shall obtain a written obligation on the part of each insurance company to notify Association at least thirty (30) days prior to any cancellations, lapses, or reduction in the amounts of such insurance.

4.07 PROFESSIONAL INSURANCE: So long as Manager provides services to the Association, Association shall continue to maintain throughout the terms of the agreement current or similar Directors and Officers Insurance that contains the same coverage and amounts of coverage as the current policy (see exhibit A), and insures both Association and Manager against all claims, demands or actions arising out of or in connection with acts on behalf of the Association. Association shall obtain a written obligation on the part of each insurance company to notify Manager at least thirty (30) days prior to any cancellations, lapses, or reduction in the amounts of such insurance. Such policies or duly executed certificates of insurance shall be delivered to Manager upon request. Said policy shall be endorsed to provide that it may not be canceled except upon thirty (30) days prior written notice to Manager. If Association should fail to comply with the foregoing requirements relating to insurance, Manager may (but shall not be obligated to) obtain similar insurance at its sole cost and expense.

4.08 WAIVER OF SUBROGATION: To the extent that the parties may legally so agree, neither Association nor Manager shall be liable (by way of subrogation or otherwise) to the other party (or to any insurance company insuring the other party) for any loss or damage to the Association or the Manager, as the case may be, which loss or damage is covered by any insurance policies carried by the parties and in force at the time of any such damage, even though such loss or damage might have been occasioned by the negligence of Association or Manager, and the party hereto sustaining such loss or damage so protected by insurance waives its rights, if any, of recovery against the other party hereto to the extent and amount that such loss is covered by such insurance. This release shall be in effect only so long as the applicable insurance policies shall contain a clause or endorsement to the effect that the aforementioned waiver shall not affect the right of the insured to recover under such policies; each party shall use its best efforts (including payment of any additional premium) to have its insurance policies contain an acceptable waiver of subrogation clause. In the event Association's or Manager's insurance carrier declines to include in such carrier's policy an acceptable waiver of subrogation clause, Association or Manager, as the case may be, shall promptly notify the other party, who will no longer be subject to this restriction.

4.09 ASSIGNMENT: As the provision of personal services form the subject matter of this Agreement, no part of this Agreement, including any right or liability hereunder, may be assigned by either Party to any other entity

without the prior express written consent of the non-assigning Party. However, Manager shall have the right to use its personnel as it deems appropriate to complete its obligation under this Agreement.

4.10 NOTICES: All notices required under this Agreement, together with all demands, consents, approvals and requests given by one party to the other, shall be sent by hand delivery and/or certified mail, return receipt requested, to the other party at the following address, unless otherwise changed in accordance with the method set forth herein.

MANAGER:

The Resource Connection
P.O. Box 142
Altoona, IA 50009

ASSOCIATION:

BOMA Iowa
PO Box 250
Des Moines, IA 50301

Notice shall be deemed given as of the date it is deposited for delivery with the United States Postal Service in conformance with the above or when a facsimile transmission report evidencing successful transmission is received. It is understood that the Association shall be notified by and through notification of its President at the President's current work address and that it is the Association's responsibility to notify Manager of any change in address to which any notices should be sent.

ARTICLE V

5.01 MANAGER'S DUTIES AND OBLIGATIONS: During the term of this Agreement, Manager shall provide those administrative, management, and advisory services necessary to conduct the day to day affairs of the Association in the same manner as is customary and usual in the management, administration and advisement of comparable trade associations in the same locality (Des Moines, Iowa), maintaining business-like relations with the Association and its members and providing such services as are customarily provided by managers of similar trade associations in Des Moines, Iowa, the type and nature of which may vary from time to time by mutual agreement of the parties. General Duties and Obligations shall include but are not limited to:

General Administration

Our goal is to provide BOMA Iowa with the executive expertise and administrative support you need, when you need it. The Resource Connection (TRC) is committed to the highest level of professionalism, ethics and integrity.

By providing a high-quality, professional image to your Board of Directors, volunteers, members, and the general public, TRC provides a central point of contact and coordination.

TRC will:

- Responsible for overall management and administration of the Association as authorized by the Board of Directors.
- Provide corporate offices and headquarters address
- Provide furnishings and all equipment to handle required services
- Provide telephone service (Monday thru Friday; 8:30 – 5:00; closed all major holidays)
- Provide inbound and outbound fax transmission capability
- Provide modem access to internet and online services
- Provide broadcast e-mails to the entire membership, as needed
- Process routine communication with BOMA International
- Provide routine mailing operations to members, affiliates, vendors
- Coordinate outsourced services
- Provide in-office filing of current records (last 12 months)
- Manage storage of all documents and records

- Provide routine, single-copy photocopying for internal records
- Provide common office supplies
- Store and monitor the association's inventory of stationary and supplies, re-order as necessary
- Respond to inquiries and process in a timely manner
- Monitor standard mail and e-mail and route correspondence for appropriate timely response.
- Serve as communications link between the Board of Directors, committees, membership and public.
- Back up BOMA Iowa files weekly to external hard drive.
- Back up BOMA Iowa files monthly and give to Treasurer
- Back up BOMA Iowa files monthly and put in fireproof safe.

Executive Services

The volunteers who serve your organization need to rely on dedicated business partners who understand and help them meet their goals.

Members receive superior service and are kept well informed, while board members are free to focus on decision-making and strategic issues. Committee members are able to focus on strategic planning, membership growth and critical decision-making while The Resource Connection takes care of day-to-day operations and general administrative duties.

TRC will:

- Manage the day-to-day affairs of the association
- Act as liaison with officers and directors
- Act as liaison with BOMA International
- Facilitate the work of volunteers and provide them with assistance in developing and meeting time lines
- Maintain an annual calendar
- Support volunteers in the development of program procedures and project action plans
- Assist the Treasurer in development of the annual budget, and in management and control of final, approved budget
- Assist with membership needs assessments and strategic planning undertaken by the association
- Provide professional association management advice to the officers and directors
- Represent BOMA Iowa at local, regional and international meetings.

General Governance/Board of Directors/Committees

TRC understands that there are twelve Board meetings per year which are held on different days than the Member meetings.

TRC will:

- Assist with the election process for directors and officers
- Prepare notice for annual meeting
- Prepare and distribute meeting notices and agendas with direction from the President
- Secure meeting and meal arrangements as needed
- Attend Board and Executive Committee meetings to provide input
- Take minutes at Board and Executive Committee meetings
- Write, edit and distribute minutes of the Board Meetings
- File meeting reports supplied by volunteer committees

- Provide reasonable administrative support to committee chairs between meetings, including maintenance of committee rosters as reported by the chairs
- Attend other committee meetings upon request
- Update Insurance annually
- Keep incorporate current
- File biennial report with the State of Iowa every two years.

Membership – Development and Record Keeping

Managing Membership Services is critical to the success of your organization. TRC's primary goal is to deliver membership support – professionally, accurately and in a timely manner. TRC will provide you with membership reporting – to measure the growth and development of your association.

We understand how critical both market development and member retention are and will work with your board and committees to develop and administer a product and service portfolio that reflects your member's needs.

TRC will:

- Manage and maintain complete membership database records including names, addresses, dues payments
- Respond to all inquiries regarding membership
- Update standard letters and promotional materials
- Send dues invoices and second notices, where necessary
- Keep chair of membership committee apprised of new members and prospects
- Identify first-time guests registered at each meeting and provide a list of new members and non-members for the chair
- Provide timely response to members' inquiries and appropriate requests
- Maintain up-to-date prospect and membership records in an appropriate computer database
- Provide appropriate office support
- Send out new member welcome packets
- Update BOMA Iowa membership on BOMA International's database.
- Order name badges for each member.

Solicitation of Memberships is not part of the Scope of Services

Monthly Meetings and other events

Reinforcing the value of Membership is an on-going activity – through your regular member meetings, your annual meeting, and social events, TRC will work closely with your various volunteer committees to promote attendance. TRC will help design promotional mailings to market these important meetings to current and potential members.

TRC's event planning and meeting management skills ensure that every meeting your organization has is run smoothly, efficiently, sets the right tone and engages your audience.

Services TRC provides include:

- Negotiate, establish and manage arrangements with approved facility, audio visual equipment and other service providers, including menu selection
- Prepare and email meeting notices to members for:
 - 9 regular meetings
 - Golf Tournament

- Holiday Party
 - Process meeting and event registrations, prepare name badges for monthly meetings and events
 - Monitor and allocate “Pay in Advance Meal Program”
 - Arrange for delivery of membership and other materials needed at the meeting
 - Arrange for delivery of speaker gift, payment of fees or expenses as needed
 - Track meeting attendance
 - Facilitate check-in, fee collection and ensure smooth program implementation
 - Invoice those in attendance that did not pay
 - Send meeting notices to local media

Financial Responsibilities

- TRC is responsible for all financial records for the Association, including receipt and deposit of all monies, payment of all invoices, handling of the checking and savings accounts and any other investment accounts.
- TRC receives and records payments and makes deposits
- Reconcile all accounts monthly
- Follow up on accounts receivables
- Oversee filing of income tax forms
- Prepares financial reports and documentation for audit.

TRC prepares the financial reports as required by the Board of Directors.

Any check or withdrawal (excluding transfers between BOMA Iowa accounts) of \$500 or more shall be signed by the Treasurer or President.

Any reimbursable expense to TRC, excluding administration fees, must be approved by the President and signed by the President or Treasurer.

Special Events

Support is required for several additional events during the year. These include:

- Educational Seminars
- Joint Meeting
- Social Events –Golf Outing, Holiday Party

Newsletter & Membership Directory

- Prepare and distribute nine e-newsletter issues per year
- The President’s message will be submitted by the President
- Prepare information for the website membership directory annually and update monthly
- Invoice and collect payment from advertisers
- Track and fulfill BOMA International’s Marketing Partnership requirement

Solicitation of advertisers is not part of the Scope of Services.

Web Site

- Maintain the web site

Statement of Financial Responsibility

The following is designed to identify the client's responsibility and indicate the management firm's schedule for billable expenses.

BOMA Iowa shall be responsible for all costs incurred resulting from, but not limited to, the following, either as a direct billing from a vendor or reimbursement to the management firm. The association will pay these bills when received from a vendor. The management firm cannot prepay these expenses.

- a.) design, printing, mailing service, postage
- b.) fax line and related long distance charges
- c.) special consultants such as auditors, legal counsel
- d.) insurances
- e.) specially ordered supplies, such as signs, badges, nametags, mailing labels
- f.) authorized or routine travel on behalf of the association

TRC will provide the remaining consumable office supplies.

ARTICLE VI

6.01 This Agreement contains the entire agreement between the Parties hereto, and any and all prior negotiations, oral agreements, representations or warranties shall be superseded and otherwise ineffective. This Agreement may only be modified by mutual agreement of the Parties as memorialized by a writing signed by both Parties.

6.02 This contract shall be effective as of January 1, 2014.

APPROVED AND ACCEPTED THIS 13th DAY OF August, 2013.

BOMA IOWA

THE RESOURCE CONNECTION

By: _____

By: _____

Jeff Hatfield
Its: President

Dawn O'Connor
Its: President

EXHIBIT A

Three page Insurance Summary prepared by Asset Pros.

Carrier: State Auto Insurance Companies

Policy Term: 8/16/13 to 8/16/14

Federation Agreement

As adopted by the BOMA International Board of Governors on June 22, 1994

*BOMA Iowa
and
Building Owners and Managers Association International
(BOMA International)*

I. Preamble

- A. Whereas, BOMA International is a tax exempt, non-profit association whose purpose is to actively and responsibly represent and promote the interests of the commercial real estate industry through effective leadership and advocacy, through the collection, analysis and dissemination of information, and through professional development; and
- B. Whereas BOMA Iowa is also a tax-exempt, non-profit organization, which has applied to BOMA International for status as a Federated Local Association; and
- C. Whereas BOMA Iowa was formed to advance and enhance the interests of the building ownership and management industry and profession in the territory embraced by its membership; and
- D. Whereas BOMA International provides common representation and specialized service to the management industry and profession through its federation of member associations; and
- E. Whereas BOMA Iowa constituent members, other federated local associations, and BOMA International share a mutual interdependence; and
- F. Whereas BOMA Iowa desires to join with other similar associations as a member of BOMA International to better achieve the goals and purposes of the Association and the common goals and purposes of the industry and profession in general; and
- G. Whereas BOMA Iowa has satisfied the criteria for federation.

Upon mutual consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree to the terms of this Federation Agreement, as follows:

II. Federated Local Association:

- A. To cooperate with BOMA International in the furtherance of its goals and purposes as set forth by its Board of Governors.
- B. To conform to and act in accordance with the Bylaws, policies, and procedures of BOMA International and to comply with federal, state, and local antitrust, trade regulation, tax, and other applicable laws, regulations and ordinances.
- C. That the exclusive geographical territory designated by BOMA International as embracing the membership of the Association is expressly defined as follows: the political divisions of which encompass the following zip codes
- D. To pay timely dues as prescribed by BOMA International and, in connection therewith, to keep and maintain full and accurate membership records. Such records shall be made available to BOMA International upon reasonable request.

- E. To provide BOMA International with current and complete copies of the bylaws, rules, regulations and organizing documents of the Association. Whenever changes/amendments are made to these documents, an updated version shall be provided to BOMA International.
- F. To participate actively in the governance of BOMA International.
- G. To reasonably ensure that the Association and its members use BOMA International trademarks, copyrighted, confidential, and proprietary information only as authorized by BOMA International, and only in connection with sanctioned Association or BOMA International activities.
- H. To work actively within the Association's geographic territory to promote the goals and purposes of the Association and BOMA International.
- I. To respect the mutual rights and responsibilities and the geographic territory of other Associations that are part of this federation.
- J. That the Association's status as a Federated Association, upon acceptance of this petition by BOMA International, continues from calendar year to calendar year unless earlier terminated in accordance with the due process provisions of BOMA International's Bylaws. Upon any such termination, the Association shall cease use of any and all BOMA International names, trademarks, copyrighted, confidential, and proprietary information except as specifically authorized in writing by BOMA International.
- K. That this Federation Agreement expressly acknowledges that the Association, BOMA International and each of the Federated Local Associations are separate and independent entities and, as such, shall incur no liability, obligation or expense on behalf of the others. The Association and BOMA International shall hereby indemnify and hold harmless the other and its officers, directors and staff from any action or liability that is incurred by reason of any act or omission by the other.

III. BOMA International

In recognition of the relationship established between BOMA Iowa and BOMA International as a result of this Federation Agreement, BOMA International agrees as follows.

- A. To grant exclusive rights to BOMA Iowa to represent BOMA International in the geographic territory as described earlier in this agreement.
- B. To provide representation on the BOMA International Board of Governors as set forth in the BOMA International Bylaws.
- C. To provide all necessary information to allow the Association to fulfill its governance obligations.
- D. To report periodically to the Association on the programs, products, services and activities of BOMA International.
- E. To comply with all federal, state, and local antitrust, trade regulation, tax and other applicable laws, regulations and ordinances.
- F. To purchase a surety bond as determined by the Board of Governors for all BOMA International staff and elected officials who have access to BOMA International funds.
- G. To indemnify and hold harmless the Association from any action or liability that is incurred by reason of any act or omission.

- H. To maintain a "Revenue Sharing" program which recognizes the Association's participation and provides incentives and rewards for promoting and marketing BOMA International programs, products and services.
- I. To provide current and complete copies of bylaws, rules, policies, procedures, and regulations of BOMA International to the Association.
- J. To develop programs, products and services which enhance the image of the Association and assist in the achievement of its mission.
- K. To serve as a clearinghouse and depository for programs, products, services, procedures, practices, and information relevant to the commercial real estate industry and to make such materials available to the Association upon request.
- L. To compile, prepare and disseminate timely industry research, information and trends to the members of the Association.
- M. To grant to the Association the exclusive right to use intellectual property of BOMA International, such as trademarks or copyrights including the name BOMA Iowa and the phrase "Federated with BOMA International."

IV. Favored Nation:

Any amendments made to this agreement for any individual federated association shall be made available to all federated associations.

Submitted by resolution of this Association

Date

Signature

President/Chair, BOMA Iowa

Local Association Seal

Accepted on behalf of the Board of Governors

Date

Signature

Chair, BOMA International
BOMA International Seal

BOMI / BOMA Iowa Agreement

THIS AGREEMENT (“Agreement”) made this 23rd day of March 2001 by and between the Building Owners and Managers Institute International Incorporated, incorporated under the Nonprofit Corporation Act in the Commonwealth of Pennsylvania with its principal office located at 1521 Ritchie Highway, Arnold, Maryland 21012 (“Institute”) and BOMA Iowa, a BOMA Federated Local Association with its principal office located at 1739 Everwood Ct SW, Altoona, IA 50009 (“Local”).

WITNESSETH

WHEREAS, the Institute has been qualified as a tax-exempt educational organization under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, since its inception; and

WHEREAS, the Institute has developed educational materials (defined in Paragraph 5 and referred to herein as “Course Materials”) and courses for BOMA local classroom study in full semester format and accelerated one week format (“BOMA Local Classroom Courses”), independent self-study courses (“Independent Study Courses”), BOMI direct Accelerated Review Courses (“Accelerated Courses”), classroom courses for corporations and government agencies located throughout the United States, but excluding unions, colleges, universities and organizations, associations and institutions that are operated as nonprofit entities (“Corporate Courses”), classroom and other types of courses for unions, colleges, universities and other organizations, associations, and institutions located throughout the United States that are operated on a nonprofit basis (“Contract Courses”), and all custom designed courses for corporations, governments agencies, unions, colleges, universities, and other organizations, associations, institutions and entities throughout the United States (“Custom Contract Courses”) (all such types of courses in the aggregate shall be referred to as the “Courses”) for the professional education of persons engaged in the management and administration of commercial property, for organizations, institutions and entities in the commercial property industry and to establish, through testing and other criteria, standards for professional designations recognized as educational achievements in the commercial property industry (“Designations”); and

WHEREAS, the Institute desires that the Local shall offer, promote and conduct BOMA Local Classroom Courses and proctor exams of BOMA Local Classroom Courses and Independent Study Courses in accordance with the terms and conditions of this Agreement and subject to the mutual rights and obligations of the parties hereto; and

WHEREAS, the Local is a BOMA Federated Local Association of the Building Owners and Managers Association International (“BOMA International”) and has offered and desires to continue to offer, promote and conduct BOMA Local Classroom Courses and proctor exams of BOMA Local Classroom Courses and Independent Study Courses in accordance with the terms and conditions of this Agreement and subject to the mutual rights and obligations of the parties hereto.

NOW, THEREFORE, in consideration of the mutual rights and obligations contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Institute and the Local agree as follows:

1. BOMA Local Classroom Courses and Independent Study Courses. The Institute hereby authorizes the Local to offer, promote and conduct the BOMA Local Classroom Courses and to proctor exams of BOMA Local Classroom Courses and Independent Study Courses during the term of this Agreement in accordance with the rights and limitations and subject to the terms and conditions set forth herein including the following:

(a) The Local shall offer, promote and conduct the BOMA Local Classroom Courses and proctor exams of BOMA Local Classroom Courses and Independent Study Courses in accordance with the Course Operations Manual that is published from time to time by the Institute in printed form and on the Institute's website. The Institute may publish revisions and new versions of the Course Operations Manual, in its discretion, provided that it gives the Local written notice of material revisions and new versions at least ninety (90) days prior to their effective date. The Local may submit written comments to the Institute within thirty (30) days of the date of such notice. The Institute shall consider such comments, but is not required to incorporate them into the proposed revisions or new versions. The Institute frequently updates its website and its Course offerings, Course requirements, Course Materials, promotional materials, teaching techniques, instructor training, and requirements for its Designations and includes this information in its Course Operations Manual. Such topics, revisions, and updates to such topics shall not be considered material and it shall not be necessary to give notice of them to the Local.

(b) The Course Operations Manual shall apply to all BOMA Federated Local Associations that have entered into an agreement with the Institute to offer, promote and conduct BOMA Local Classroom Courses and proctor exams of BOMA Local Classroom Courses and Independent Study Courses. A BOMA Federated Local Association is an association of building owners and managers in the commercial real property industry in a specific locality that has signed the Federated Agreement with the Building Owners and Managers Association International, an Illinois corporation, that is qualified as a tax exempt trade organization under Section 501(c)(6) of the United States Internal Revenue Code of 1986, as amended.

(c) The Local shall incur and pay all costs that are incurred with respect to its undertakings set forth in this Agreement to offer, promote and conduct BOMA Local Classroom Courses and proctor exams of BOMA Local Classroom Courses and Independent Study Courses, including the Institute's fees ("Course Fees") charged to the Local for the Courses, the Course Materials and the exams that are set forth in the Institute Fee Schedule in the Course Operations Manual. The Local shall pay the Course Fees to the Institute upon receipt of the Institute's invoice.

(d) The Course Operations Manual shall include all of the material guidelines for the Local to offer, promote and conduct BOMA Local Classroom Courses and proctor exams

of BOMA Local Classroom Courses and Independent Study Courses including without limitation: (i) Course Location Guidelines for BOMA Local Classroom Courses; (ii) Course Presentation Guidelines for conducting BOMA Local Classroom Courses; (iii) Instructor Selection Guidelines for BOMA Local Classroom Courses; (iv) Course Marketing Guidelines; (v) Examination Guidelines for BOMA Local Classroom Courses and Independent Study Courses; (vi) Exam Proctor Selection Guidelines for BOMA Local Classroom Courses and Independent Study Courses; and (vii) Instructor Training Guidelines.

(e) The Local shall be responsible for compliance with all applicable state, county and local governmental laws, regulations, codes and ordinances with respect to its undertakings and obligations set forth in this Agreement.

(f) The Local shall register students and collect tuition for BOMA Local Classroom Courses. The Local shall determine the amount of tuition charged to its students for the BOMA Local Classroom Courses that it offers pursuant to this Agreement. The Institute shall refer inquiries to the Local from members of the Local regarding registration for the BOMA Local Classroom Courses scheduled to be offered by the Local.

(g) The Local shall use the Course Materials only as specified in the Course Operations Manual. The Local shall not change, modify or alter the Course Materials or delete or remove the copyright notice or the name of the Institute from the Course Materials.

(h) The Local shall return all Course Materials to the Institute pursuant to the requirements in the Course Operations Manual.

(i) The Local shall return all exam materials including exam booklets, answers forms, and evaluation forms (“Exam Materials”) to the Institute pursuant to the requirements in the Course Operations Manual.

2. Course Materials and Course Services of the Institute. The Institute shall provide to the Local the Course Materials and course services (“Course Services”) required to offer, promote and conduct BOMA Local Classroom Courses and to proctor exams for BOMA Local Classroom Courses and Independent Study Courses by the Local. All such Course Materials and Course Services are and shall remain the sole property of the Institute:

(a) The Institute shall provide to the Local promotional and marketing materials for the BOMA Local Classroom Courses, including, at the Institute's option, camera-ready materials. The Institute, in its sole discretion, may assist the Local in the promotion and marketing of the BOMA Local Classroom Courses, provided that, the Institute shall inform the Local of its promotional and marketing activities. The Local may develop promotion and marketing materials for the BOMA Local Classroom Courses pursuant to the requirements in the Course Operations Manual so long as the Local shall pay all of the costs of such materials. The Institute shall have the right to approve all such materials prior to their use by the Local.

- (b) The Institute shall publish the Course Operations Manual.
- (c) The Institute shall provide the Course Materials including the Instructor's Support Materials that include overhead transparencies and Instructor Manuals.
- (d) The Institute shall arrange for dates and proctors for exams for Independent Study Courses.
- (e) The Institute shall grade student examinations and notify students of their grades pursuant to the time requirements in the Course Operations Manual. The determination of grades shall be within the sole discretion of the Institute and based on the study requirements and the examination results.
- (f) The Institute shall award Certificates of Completion and Achievement to students that have fulfilled all of the Institute's requirements for the BOMA Local Classroom Courses for such Certificates, as determined solely by the Institute, provided that, the Local shall have paid all Course Fees due to the Institute.
- (g) The Institute shall grant Designations, including the RPA, FMA, SMA and SMT Designations, to students that have fulfilled all of the requirements of the Institute for such Designations, as determined solely by the Institute.
- (h) The Institute shall secure approval of the BOMA Local Classroom Courses and the Independent Study Courses for real estate continuing education requirements in appropriate states whenever possible; the Institute does not represent that such approval will be obtained for each and every course in each and every state.
- (i) The Institute shall provide to the Local, upon request and without charge, one complete set of Course textbooks, including periodic updates, for display by the Local at its office and elsewhere solely for promotional use.
- (j) The Institute shall participate in the Local's scholarship program, if any, by donating one set of Course Materials and waiving its course and examination fees for one Course per year, if and only if the Local has established a scholarship program and complied with all applicable state and federal laws.
- (k) The Institute shall maintain a student database. At the request of the Local, the Institute shall give the Local a list of students currently enrolled at the Local's exam center and their remaining educational requirements to be granted Designations.
- (l) The Institute shall provide annual training programs for Course Instructors and Course Coordinators.

3. Other Institute Courses and Agreements. The Institute shall have the right in its sole discretion without prior notice to the Local to enter into agreements and to offer its Courses and Course Materials in any format, in any medium, at any time, and at any location, to individual students, colleges, universities, corporations, unions, institutions, associations and other legal entities,

whether profit or nonprofit, including other BOMA Local Associations, government agencies and divisions, public and private institutions, and through other distribution entities. The Local also shall have the right to offer other courses and enter into other agreements to offer courses for the professional education of persons engaged in the management and administration of commercial property.

4. Marketing and Administrative Support of BOMA Local Classroom Courses.

(a) In recognition of the marketing and administrative support provided by the Local to facilitate the education of its members and others in the commercial property industry by the offer, promotion and conduct of the BOMA Local Classroom Courses (which benefits the Institute in attaining its educational goals), the Institute shall pay to the Local, whether qualified as a Category A or Category B local, \$20 per course for each independent, self study student that is given an exam for an Independent Study Course at the Local's exam center.

(b) In addition, in recognition of the marketing and administrative support provided by the Local for BOMA Local Classroom Courses, if the Local qualifies as a Category B Local, as defined in the Course Operations Manual, then during the calendar year immediately following such qualification during the term of this Agreement:

(i) The Institute shall pay to the Local \$20 per course for each student of the Local who attends a Corporate Course of the Institute that had previously enrolled in an Institute Designation program; and

(ii) The Institute will use its best efforts based upon the needs in the Local's market, as determined by the Institute, to schedule Accelerated Courses in the Local's market and to offer to the Local the opportunity to offer, promote and conduct up to one-half of the Accelerated Courses scheduled to be offered by the Institute in the Local's market; provided that, however, the Local must notify the Institute in writing within thirty (30) days after the schedule of Accelerated Courses for the next calendar year is published that the Local will accept the offer and assume the responsibility to offer, promote and conduct such courses pursuant to the requirements of the Course Operations Manual and, provided further, that the Local has accepted and performed all such offers to offer, promote and conduct Accelerated Review Courses in the Local's market during the immediately preceding twenty-four months calculated from the most recent date the Institute published the schedule of Accelerated Review Courses. If the Local has not accepted all such offers, then the Institute shall not be obligated to schedule Accelerated Courses and offer them to the Local as set forth in this subsection (ii) during this twenty-four month period.

5. Copyrights and Ownership of Courses, Course Materials and Course Services. The Local expressly acknowledges that the Institute is the sole and exclusive owner of all of the right, title and interest and property rights, including copyrights, in and to the Courses, Course Materials and Course Services including, without limitation, the content and names of courses, programs,

printed materials, certificates, Instructor Support Materials, Exam Materials, training aids, tapes, audiovisual presentations and overheads supplied by the Institute and related to the Courses, and any derivations thereof, in any format or medium, including the Course Operations Manual, all other published materials of the Institute, including the website(s) of the Institute (all of which are collectively referred to throughout this Agreement as the “Course Materials”) and the Local agrees (i) not to reproduce, or permit reproduction of, prepare derivative works, distribute copies by sale, rental, lease or lending, perform or display all or any portion of the Courses or the Course Materials in any format or medium, including digital transmission, without first obtaining the express written permission of the Institute; and (ii) with respect to the Courses and the Course Materials, not violate the copyright laws of the United States (Title 17, U.S. Code) or the laws of any state or local jurisdiction. The Local also acknowledges that nothing in this Agreement or its implementation by the parties shall be deemed to be a license or transfer of, or a right to sublicense or transfer, any literary rights, copyright or other rights or interests in the Courses or the Course Materials by the Institute to the Local or to any other person or entity. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

6. Indemnification and Hold Harmless. Local shall indemnify, save and hold harmless the Institute and its officers, directors, employees, agents, attorneys and contractors from any claims, suits or liabilities arising out of the Local’s promoting or conducting of Courses or the Local’s use of the Course Materials, except such claims which are based solely on the negligent or intentional acts of the Institute, or the use of the Course Materials solely by the Institute. The Institute shall indemnify, save and hold harmless the Local and its officers, directors, employees, agents, attorneys and contractors from any claims, suits or liabilities: (i) arising out of the Institute’s promoting or conducting of Courses or the Institute’s use of the Course Materials, and any decision of the Institute to award or not award a designation or any other certificate to students; and (ii) the promotion or conducting of Courses or its use of the Course Materials that is alleged to be a copyright infringement, except any such claims which are based solely on the negligent or intentional acts of the Local. The parties shall cooperate and assist each other in any such actions. The indemnified party shall give the indemnifying party prompt written notice of any such claim. The indemnifying party shall not settle any such claim without the indemnified party's prior written consent, which may not be unreasonably withheld. The indemnifying party shall pay any damages and costs assessed against the indemnified party (or paid or payable pursuant to a settlement agreement) in connection with such a suit or proceeding. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

7. Applicable Laws; Venue and Jurisdiction. This agreement shall be interpreted under the laws of the State of Maryland. The parties hereby submit to the exclusive jurisdiction of the state courts of the State of Maryland in Anne Arundel County and the federal courts located in the State of Maryland for all matters arising under this Agreement and any related Agreements, matters and documents. Service of process sufficient for personal jurisdiction in any action hereunder if permitted by statute or rule of procedure against any party may be made by registered or certified mail, return receipt requested, to the address specified pursuant to Section 9.

8. Entire Agreement The terms and provisions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersede all

previous communications, representations or agreements, either oral or written, between the parties relating to such subject matter. No change, alteration or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.

9. Notice. Any notice from the Institute to be given to the Local pursuant to the terms of this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested (such mailed notice to be effective on the date such receipt is acknowledged or refused), or by telecopy, with a written confirmation, and a copy sent by mail as described herein, to the Local in writing in care of the President of the Local and the Association Executive of the Local, at the address currently on record with the Institute. Any notice from the Local to be given to the Institute pursuant to the terms of this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested (such mailed notice to be effective on the date such receipt is acknowledged or refused), or by telecopy, with a confirmation, to the Chairman of the Institute and the Executive Vice President of the Institute at its address set forth above in the preambles or such other address as provided to Local pursuant to notice given in accordance with to this section, and be effective (i) if given by mail, on the third business day after such communication is deposited in the mail, addressed as above provided; (ii) if given by telecopy, on the date of the confirmation; and (iii) if given by personal delivery, when delivered at the address of the addressee as above provided and a receipt obtained, except that notices of a change of address shall not be effective until received.

10. Default and Cure No breach of this Agreement shall be deemed a material breach unless the party claiming such breach shall have given the other party notice of such breach and said party shall fail to cure such breach within ten (10) days after receipt of such notice. In the event of such material breach and failure to cure, the parties agree that money damages may not be a sufficient remedy and that the non-breaching party shall be entitled to emergency injunctive relief as a remedy for any such breach and the cost of legal fees, expert witnesses and suit costs in seeking such relief. Such remedy shall not be deemed to be the exclusive remedy for the breach of this Agreement, but shall be in addition to all other remedies available at law or in equity to the non-breaching party.

11. Term. This Agreement will be effective as of the date first above written for a period of two years. Following the first two years of this Agreement, the parties will continue to operate under the terms and conditions stated herein, on a month-to-month basis. Notwithstanding, either party may cancel this Agreement at any time upon giving ninety (90) days prior written notice of cancellation to the other party.

12. Miscellaneous. (i) The preambles to this Agreement are incorporated herein and made a part of this Agreement; (ii) Neither the Local or the Institute shall have any authority to bind or commit the other party by promise or representation unless specifically authorized in writing by such party; (iii) Nothing contained herein shall be construed whether implied or inferred as establishing a joint venture, partnership, agency or master servant relationship between the Local and the Institute, or otherwise making either party liable for any of the obligations of the other;

(iv) Neither party may assign its rights or obligations under this Agreement without the written consent of the other. Subject to the foregoing, the provisions of this Agreement binding upon and inure to the benefit of the parties hereto and their respective successors; (v) The headings or titles in this Agreement are for convenience or reference only and shall not affect the meaning of any of the provisions of this Agreement; (vi) In the event any provision of this Agreement is invalid as applied to any fact or circumstance, its invalidity shall not affect the validity of any other provision or of the same provision as applied to any other fact or circumstance, and; (vii) This Agreement may be amended only by written agreement signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

BUILDING OWNERS AND MANAGERS
INSTITUTE INTERNATIONAL,
INCORPORATED

By:
Martin W Goldsborough
Executive Vice President

By:
James C Williams, RPA, CSM
Chairman

Witness
V Tracy Pearce

Witness
V Tracy Pearce

Name of Local
BOMA Iowa

By:
Susan Taylor
Secretary

By:
Raymond Spriggs
President

Witness
Dawn O'Connor

Witness
Dawn O'Connor

Contact Information

BOMA Board Members

BOMA Iowa

BOMA International

BOMI International

US Bank (Checking)

Wells Fargo Bank (Investments)

Constant Contact (e-Newsletter)

Survey Monkey (Surveys)

Timmins, Kroll, Jacobsen (CPA)

Asset Protection Agency (Insurance)

2014 BOMA Iowa Board Member Contact Information

PRESIDENT

Jon Kurth
Wells Fargo
1 Home Campus, MAC X2401-057
West Des Moines, IA 50328
Phone: 515-213-6424
Fax: 515-213-6562
Email: jonkurth@wellsfargo.com

VICE PRESIDENT PROGRAMS

James Smith
Terrus Real Estate Group
100 Court Ave, Ste 400
Des Moines, IA 50309
Phone: 515-471-4297
Fax: 515-222-6199
Email: James.Smith@terrus.com

VICE PRESIDENT EDUCATION

Mike Quick
FBL Financial Group, Inc.
5400 University Ave
West Des Moines, IA 50266
Phone: 515-226-6214
Fax: 515-226-6559
Email: mquick@fbfs.com

VICE PRESIDENT SECRETARY/TREASURER

Kate Miller
Draper & Kramer of Iowa, Inc.
400 Locust, Suite 245
Des Moines, IA 50309-2360
Phone: 515-282-5505
Fax: 515-282-8511
Email: K.Cline@dkres.com

VICE PRESIDENT MEMBERSHIP

Scott Cooley
R&R Realty Group
1225 Jordan Creek Pkwy, Ste 214
West Des Moines, IA 50266
Phone: 515-223-4500
Email: cooley.scott@rrrealty.com

MEMBER AT LARGE

Tricia Matthies
Hubbell Realty Co
6900 Westown Pkwy
West Des Moines, IA 50266
Phone: 515-280-2017
Email: tricia.Matthies@hubbellrealty.com

PAST PRESIDENT

Jeff Hatfield
Graham Group
505 5th Ave, Ste 200
Des Moines, IA 50309-2449
Phone: 515-699-7116
Fax: 515-699-7117
Email: jhatfield@grahamgrp.com

ALLIED REPRESENTATIVE

Karen Goldsworth
Strauss Security Solutions
4663 121st St
Urbandale, IA 50323
Phone: 515-276-7030
Fax: 515-276-7031
Email: Karen@strausslock.com

ASSOCIATION EXECUTIVE

Dawn O'Connor
BOMA Iowa
PO Box 250
Des Moines, IA 50301
Phone: 515-967-3895
Email: dawnoconnor@mchsi.com

Miscellaneous Contact Information

BOMA Iowa

PO Box 250
Des Moines, IA 50301
515-967-3895
Email: dawnoconnor@mchsi.com
www.bomaiowa.org
Fed id# 42-6076535

BOMA Iowa Members Only Area

Username is boma
Password is build

BOMA Iowa Board Members Only Area

username is bomaboard
password is board

BOMA International

1101 15th St., NW, Suite 800
Washington, DC 20005
Phone: (202) 408-2662
Fax: (202) 326-6377
Email: info@boma.org
www.boma.org

BOMI International

One Park Place, Suite 475
Annapolis, MD 21401
Phone: (410)974-1410, or 1-800-235-BOMI
Fax: (410)974-0544
Email: service@bomi.org
www.bomi.org
SMA, SMT, FMA, RPA

US Bank

Checking Account
515-967-8181

Wells Fargo Bank

Shane O'Malley
245-3459
CD's and investment accounts

Constant Contact (e-Newsletter template)

username: bomaiowa
password: boma123*

Survey Monkey (online surveys)

Username: bomaiowa

Password: boma123

CPA

Timmins, Kroll, Jacobsen

Darlene Danielson 270-8080, DARLENE@tkjcpa.com

Prepare our 990's each year

Insurance

Asset Protection Agency

Dave Creighton or Glenda Tibben

515-223-1600

BOMA Iowa Financial Investments

BOMA Iowa
Financial Investments
As of November 30, 2013

Investments

ShortTerm Investments

- Wells Fargo Cash Sweep Account = \$799

Long Term Investments

- \$31,000 Hartford Inflation Plus Fund
 - Current Value: \$44,778. Gain of \$13,778
- \$25,000 Hartford Strategic Income Fund
 - Current Value: \$32,335. Gain of \$7,335
- \$44,000 Hartford Strategic Income Fund
 - Current Value: \$44,228. Gain of \$228
- \$62,000 Foreign Currencies
 - Current Value: \$63,007. Gain of \$1,007
- \$26,000 Foreign Commodities
 - Current Value: \$25,557. Loss of \$443

Wells Fargo Bank

Shane O'Malley

245-3459

BOMA Iowa Events

2014 BOMA Iowa Events

Board Meetings

Tuesday, January 14
Tuesday, February 11
Tuesday, March 4
Tuesday, April 8
Tuesday, May 13
Tuesday, June 10
Tuesday, July 8
Tuesday, August 12
Tuesday, September 9
Tuesday, October 14
Tuesday, November 11
Tuesday, December 9

Monthly Meetings

Tuesday, January 21
Tuesday, February 18
Tuesday, March 11
Tuesday, April 15
Tuesday, May 20
Tuesday, June 17
Tuesday, August 19
Tuesday, September 16
Tuesday, October - TBD– Joint meeting
Tuesday, November 18 – annual meeting

Social Events

July 17- Golf Outing
November 6 – Holiday Party - tentative

BOMA International Conferences

Winter Business Meeting, February 3-5, Washington, DC
International Conference and Building Show, June 22-24, Orlando, FL

BOMA Iowa Insurance

Directors and Officers

General Liability

Crime

INSURANCE SUMMARY

PREPARED FOR:

Building Owners & Managers Association
Iowa Chapter

PRESENTED BY:

Account Executive: David O. Creighton, CPCU, CIC
Address: 1466 28th Street, Ste 100
West Des Moines, IA 50266
Phone: (515) 223-1600
Date: December 31, 2012

This presentation is designed to give you an overview of the insurance coverages we recommend for your company. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverages, conditions and exclusions.

COMMERCIAL GENERAL LIABILITY COVERAGE

Named Insured: Building Owners & Managers Association of Iowa
 Company Name: State Auto Insurance Companies
 Policy Term: 08/16/2011 to 08/16/2012

Coverage Written On: Occurrence Form Claims-Made Form
 Retro: / /

<u>Limits</u>	<u>Coverage Description</u>
\$ 1,000,000	Each Occurrence - Bodily Injury and Property Damage
\$ 1,000,000	General Aggregate
\$ 1,000,000	Products and Completed Operations Aggregate
\$ Excluded	Personal and Advertising Injury
\$ 100,000	Fire Damage (any one fire)
\$ 5,000	Medical Expense (any one person)

Includes: Premises and Operations
 Products and Completed Operations
 Owners and Contractors Protective
 Contractual Liability
 Broad Form Property Damage Liability
 Host Liquor Liability
 Incidental Medical Malpractice
 Non-Owned Watercraft Liability (under 26 feet)
 Limited Worldwide Products

COMMERCIAL GENERAL LIABILITY SCHEDULE OF EXPOSURES

(S) GROSS SALES - PER \$1,000/SALES (A) AREA - PER 1,000/SQ. FT. (M) ADMISSIONS - PER 1,000/ADM
 (P) PAYROLL - PER \$1,000 PAY (C) TOTAL COST - PER \$1,000/COST (U) UNIT - PER UNIT (T) OTHER

Loc	Classification	Class Code	Premium Basis
1	Professional and Trade Association	46882	130 members

COMMERCIAL CRIME COVERAGE

Named Insured: Building Owners & Managers Association of Iowa
Company Name: State Auto Insurance Companies
Policy Term: 08/16/2013 to 08/16/2014

<u>Limits</u>	<u>Deductible</u>	<u>Coverage Description</u>
\$40,000	\$0	Employee Dishonesty [X] Blanket [] Schedule

DIRECTORS AND OFFICERS LIABILITY

Named Insured: Building Owners & Managers Association
Company Name: National Specialty Insurance
Policy Term: 12/31/2013 to 12/31/2014

[] Occurrence Basis

[X] Claims Made Basis
Retroactive Date: 12/31/2003

<u>Limits</u>	<u>Coverage Description</u>
\$ 1,000,000	Limit of Liability Each Loss
\$ 1,000,000	Total Aggregate Limit
\$ 1,000	Self-Insured Retention

BOMA Iowa Strategic Plan

BOMA Iowa Strategic Plan 2009

Goal	Objectives	Strategies	Key Actions	Completion
Information and Resource Exchange Website	Increase Networking Opportunities Finalize and roll out new website Develop and propose “new sections & features” for website including advertising, member spotlights (Do you know?) etc.	Partner with IFMA/IREM on other events New Member Orientation Annual Industry Roundtable Event Review advertising prices – add website advertising in addition to newsletter Greater exposure for local members – member buildings on site, member specific information	E-mail Monthly Program Recaps Add fun features – more photographs, member spotlights, new member’s corner, graphics, audio features including pod casts Create e-documents, add PDF materials, Legislative/News Alerts, and industry related links Allied Member Information Events Review current Marketing Materials Utilize feedback from survey to add specific content requested Finalize, Propose & Implement Credit Card Payments Program	
Raise Statewide Visibility Membership Task Force	Raise Marketplace Visibility Increase Federated Membership Increase out-state Membership Significantly increase advocacy component specifically related to LEED and other emerging trends – what impact do they have on our members? Webcast luncheons	Build participation in Annual Commercial Real Estate Expo – promote more Become Industry Spokesperson Leverage existing member company expertise for advocacy, panel programs Leverage BOMA International Resources – CapWiz state issues material Target under represented local membership groups and companies Grow local member base Reach out beyond central Iowa after local options exhausted	Revise Mission Statement? Cultivate SME’s (Subject Matter Experts) for Spokesperson positions Identify Specific Industry Targets Identify Specific Company Targets Utilize survey feedback – annually in October and after luncheon Target Healthcare, universities, gov’t, churches, malls – any other unrepresented in BOMA Iowa Create new membership packet / marketing pieces	

Goal	Objectives	Strategies	Key Actions	Completion
Professional Development & Education Education Task Force	Reinforce Value of Participation in Designations Support & Extend Grandview College Partnership Support & Extend USGBC Partnership	LEED Identify unique/cutting edge topics Industry Roundtable Program Best Practices Program Participate in BOMA International's on-line seminars Recognition Program for course completers Increase quantity & quality of annual local seminars Seminars for Property Level Staff Partner with IFMA/IREM on educational opportunities Allied Program Content Engineer Program Content Develop seminars, programs or lunch presentations using local / regional Allied or Vendor expertise	Utilize BOMI marketing materials on the value of RPA/FMA/SMA Utilize survey feedback Add accelerated class listings to website Allied members host training – tie into potential new PM course	
Community Involvement / Charitable Contributions	Continue Local Charity Participation Continue Support for Central Campus Programs Research, recommend and implement BOMA Iowa / higher education scholarship program Develop model for charitable investments	Continue HFH involvement for 2008 Propose Charities / Charitable Options for Board review and approval Develop financial model that will allow for ongoing financial support	Contact IFMA for 2009 HFH planning	
Programs Task Force <u>OTHER</u> BOMA One Buildings Magazine		Sponsor Industry Related Seminars Follow-up surveys		

BOMA ONE BASELINE STANDARDS

COMPLIANCE MANUAL



BOMA ONE BASELINE STANDARDS LOCAL COMPLIANCE MANUAL

BOMA International Mission: The mission of the Building Owners and Managers Association (BOMA) International is to enhance the human, intellectual and physical assets of the commercial real estate industry through advocacy, education, research, standards, and information.

Founded in 1907, the Building Owners and Managers (BOMA) International is the premier network of commercial real estate professionals.

INTRODUCTION: Consistent Service Delivery across All Markets

In May 2006, the BOMA ONE Task Force released its final report titled “A Strategic Planning Framework for the Future”. During the Town Hall meeting at the Annual Conference in Dallas, the Task Force requested that the BAE Council begin development of baseline service standards as defined the Report. This goal was titled “Consistent Service Delivery across All Markets.

In August 2006, BOMA International Chairman Kurt Padavano asked the BAE Council to “finalize minimum standards for service delivery for associations affiliated with BOMA.” As a starting point, the BOMA One Task Force recommended their “stated proposed strategies to set minimum standards... The result would be that wherever and whenever a member interacted with BOMA, they would have the same quality of experience.”

Work by the BAE BOMA ONE Task Force began in August 2006 and continued at the BAE Leadership Conference in October 2006 and at the 2007 Winter Business Meeting. As the Baseline Standards were developed (see Section Two for approved Standards) it became apparent that: 1) The standards would be phased in over time, and 2) A menu of support options would be developed by the Association Services Division at BOMA International to help locals achieve the standards (see Section Three)

The BOMA One Baseline Standards were approved at the BOMA International Board of Governors Meeting in July 2007, and the compliance date begins on January 1, 2010.

The Compliance Manual

While Sections FOUR through NINE serve as the scorecard for your Locals compliance with the Baseline Standards, this document can serve your local and BOMA International as both a reporting and a planning tool. It is an important reporting tool because it demonstrates to BOMA International the success of your local over the past year and identifies ways that International may be of direct assistance to your organization.

There are things that all of us need to do to be successful at all levels of our Federation. Our membership depends on us to operate in a professional manner; provide resources for our volunteer leaders; effectively manage our finances; communicate with them, publicize our activities to the community at large, and promote the programs of both the local and BOMA International. Completing the items in the “Worksheet” sections will help us build a stronger foundation for success.

It should be noted that no local has to have a “perfect score” to be in compliance. While the overall goal is to bring consistent service delivery across all markets, we recognize that there may be instances where it is simply impossible to comply in a given year. The scoring mechanism provided in this document, helps identify those areas where work is needed and assistance can be provided by International or by other locals in your area.

Please submit Sections 3 – 8 to BOMA International no later than January 31, 2010. If you have any questions regarding this document, please contact Dora Blacknall, Manager, Association Services, at dblacknall@boma.org or 202 326 6337.

BOMA ONE BASELINE STANDARDS COMPLIANCE PLAN

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BOMA International Federation Agreement

BOMA One Approved Baseline Standards

Sections:

Marketplace Image and Branding

Local Leadership, Planning and Management

Member Services & Communications

Advocacy

BOMA International Services to Members

SECTION ONE: BOMA International Federation Agreement

Federation Agreement

As adopted by the BOMA International Board of Governors on June 22, 1994

*BOMA Iowa
and
Building Owners and Managers Association International
(BOMA International)*

I. Preamble

- A. Whereas, BOMA International is a tax exempt, non-profit association whose purpose is to actively and responsibly represent and promote the interests of the commercial real estate industry through effective leadership and advocacy, through the collection, analysis and dissemination of information, and through professional development; and
- B. Whereas BOMA Iowa is also a tax-exempt, non-profit organization, which has applied to BOMA International for status as a Federated Local Association; and
- C. Whereas BOMA Iowa was formed to advance and enhance the interests of the building ownership and management industry and profession in the territory embraced by its membership; and
- D. Whereas BOMA International provides common representation and specialized service to the management industry and profession through its federation of member associations; and
- E. Whereas BOMA Iowa constituent members, other federated local associations, and BOMA International share a mutual interdependence; and
- F. Whereas BOMA Iowa desires to join with other similar associations as a member of BOMA International to better achieve the goals and purposes of the Association and the common goals and purposes of the industry and profession in general; and
- G. Whereas BOMA Iowa has satisfied the criteria for federation.

Upon mutual consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree to the terms of this Federation Agreement, as follows:

II. Federated Local Association:

- A. To cooperate with BOMA International in the furtherance of its goals and purposes as set forth by its Board of Governors.
- B. To conform to and act in accordance with the Bylaws, policies, and procedures of BOMA International and to comply with federal, state, and local antitrust, trade regulation, tax, and other applicable laws, regulations and ordinances.
- C. That the exclusive geographical territory designated by BOMA International as embracing the membership of the Association is expressly defined as follows: the political divisions of which encompass the following zip codes
- D. To pay timely dues as prescribed by BOMA International and, in connection therewith, to keep and maintain full and accurate membership records. Such records shall be made available to BOMA International upon reasonable request.

- E. To provide BOMA International with current and complete copies of the bylaws, rules, regulations and organizing documents of the Association. Whenever changes/amendments are made to these documents, an updated version shall be provided to BOMA International.
- F. To participate actively in the governance of BOMA International.
- G. To reasonably ensure that the Association and its members use BOMA International trademarks, copyrighted, confidential, and proprietary information only as authorized by BOMA International, and only in connection with sanctioned Association or BOMA International activities.
- H. To work actively within the Association's geographic territory to promote the goals and purposes of the Association and BOMA International.
- I. To respect the mutual rights and responsibilities and the geographic territory of other Associations that are part of this federation.
- J. That the Association's status as a Federated Association, upon acceptance of this petition by BOMA International, continues from calendar year to calendar year unless earlier terminated in accordance with the due process provisions of BOMA International's Bylaws. Upon any such termination, the Association shall cease use of any and all BOMA International names, trademarks, copyrighted, confidential, and proprietary information except as specifically authorized in writing by BOMA International.
- K. That this Federation Agreement expressly acknowledges that the Association, BOMA International and each of the Federated Local Associations are separate and independent entities and, as such, shall incur no liability, obligation or expense on behalf of the others. The Association and BOMA International shall hereby indemnify and hold harmless the other and its officers, directors and staff from any action or liability that is incurred by reason of any act or omission by the other.

III. BOMA International

In recognition of the relationship established between BOMA Iowa and BOMA International as a result of this Federation Agreement, BOMA International agrees as follows.

- A. To grant exclusive rights to BOMA Iowa to represent BOMA International in the geographic territory as described earlier in this agreement.
- B. To provide representation on the BOMA International Board of Governors as set forth in the BOMA International Bylaws.
- C. To provide all necessary information to allow the Association to fulfill its governance obligations.
- D. To report periodically to the Association on the programs, products, services and activities of BOMA International.
- E. To comply with all federal, state, and local antitrust, trade regulation, tax and other applicable laws, regulations and ordinances.
- F. To purchase a surety bond as determined by the Board of Governors for all BOMA International staff and elected officials who have access to BOMA International funds.
- G. To indemnify and hold harmless the Association from any action or liability that is incurred by reason of any act or omission.

- H. To maintain a "Revenue Sharing" program which recognizes the Association's participation and provides incentives and rewards for promoting and marketing BOMA International programs, products and services.
- I. To provide current and complete copies of bylaws, rules, policies, procedures, and regulations of BOMA International to the Association.
- J. To develop programs, products and services which enhance the image of the Association and assist in the achievement of its mission.
- K. To serve as a clearinghouse and depository for programs, products, services, procedures, practices, and information relevant to the commercial real estate industry and to make such materials available to the Association upon request.
- L. To compile, prepare and disseminate timely industry research, information and trends to the members of the Association.
- M. To grant to the Association the exclusive right to use intellectual property of BOMA International, such as trademarks or copyrights including the name BOMA Iowa and the phrase "Federated with BOMA International."

IV. Favored Nation:

Any amendments made to this agreement for any individual federated association shall be made available to all federated associations.

Submitted by resolution of this Association

Date

Signature

President/Chair, BOMA Iowa

Local Association Seal

Accepted on behalf of the Board of Governors

Date

Signature

Chair, BOMA International
BOMA International Seal

SECTION TWO: BOMA One Approved Baseline Standards

BOMA Local Association Baseline Service Standards

Compliance Date January 2012

Approved by BOMA International Board of Governors, July 22, 2007

In addition to the BOMA International US Federation Agreement with Local BOMA Associations and in addition to the requirements for operating as a 501 C(6) each BOMA local association shall establish and maintain the following baseline service standards:

Marketplace Image and Branding

BOMA One Charge: Facilitate information access for its members to the entire BOMA network, including an up-to-date Website. ↓

1. Web site - each Local Association shall maintain a local website.
 - ✓ Website to include:
 - About BOMA - mission and purpose information
 - Contact BOMA information (Local and International)
 - Benefits of BOMA membership
 - Membership information and how to apply
 - Calendar of events
 - List of local leadership
 - Link to BOMA International’s site
 - Display the BOMA International logo and the term “Federated with BOMA International” on the Splash/Home page of the Local’s web pages

BOMA One Charge: Adhere to the BOMA identity standards, including the use of a common new BOMA mark (with some personalization capability such as adding name of the city) ↓

2. Logo and identifying marks - each Local Association is free to use its own unique identifying marks and each local shall promote the BOMA International logo as follows:
 - ✓ Displayed on the splash/home page of the local’s web site with contact information or link to BOMA International. (Locals shall comply with the currently established rules and specifications for the use of BOMA International’s Logo when being used).
 - ✓ Locals shall include on official documents, stationary, press releases, marketing pieces etc. the BOMA International’s logo and the tag line “Federated with BOMA International”

Best Practice Voluntary Standard – Logos and Identifying Marks

- ✓ *When a local has the opportunity to update their logo – consider using the same logo style as BOMA International to promote common branding over time (example below)*



BOMA One Charge: Promote the industry and BOMA in the local market. ↓

3. Public Relations

- ✓ Promote BOMA International in their local marketplace and promote the local's and the International's goals and purposes*

Member Services

BOMA One Charge: Conduct regularly scheduled networking opportunities. ↓

1. Events & Meetings - each Local Association shall:

- ✓ Conduct at least four general membership meetings or similar or equivalent events each year.

BOMA One Charge: Provide a defined program of educational opportunities, including opportunities to participate in professional designation/certification program(s). ↓

2. Education - each Local Association shall:

- ✓ Promote BOMA International's educational programming, audio seminars, advanced education programs etc, (when such programming does not conflict with local programs).
- ✓ Provide local BOMA members with at least 20 hours of educational programming annually. (E.g. through locally offered seminars, partnering with nearby BOMA Locals or other partners, BOMI or other designation programs, hosting packaged programs, BOMA International audio seminars, brown bag educational lunches, etc.
- ✓ Provide information to their members about access to professional development courses and seminars in their local marketplace.

BOMA One Charge: Promote global and national BOMA events and facilitate information access for its members to the entire BOMA network. ↓

3. Networking - each Local Association shall:

- ✓ Promote BOMA International's Annual meetings (Convention/Congress, Winter Business Meeting and National Issues Conference) in their local market
- ✓ Promote Regional/state BOMA leadership meetings in their local market (if applicable)

BOMA One Charge: Encourage participation in industry research, including the EER. ↓

4. Data, research, publications - each Local Association shall:

- ✓ Promote BOMA International's EER, Standard Method in their local market
- ✓ Promote in the local marketplace other BOMA International publications and links to BOMA and industry advisories by informing members at least twice annually as to where and how to access these publications via BOMA International's web site

5. Committees - each Local Association shall:

- ✓ Maintain an active Board of Directors that meets officially at least four times per year.
- ✓ Maintain an active and regular meetings of government affairs or legislative committee
- ✓ Maintain a committee or sub-committee focused on membership services and membership growth

BOMA One Charge: Have regularly scheduled communication with members. ↓

6. Information & Communications - each Local Association shall:

- ✓ Maintain active and regular communications with local members via a newsletter, or e-newsletter, or regular mailings, or broadcast faxes, or a similar regular communication mechanism at least once per month.

Advocacy

BOMA One Charge: Have a structured advocacy program. ↓

1. Government Affairs - each Local Association shall:
 - ✓ Keep local members informed of significant advocacy issues
2. Reporting on legislative and regulatory issues - each Local Association shall:
 - ✓ Report state government affairs activities to BOMA International at least twice per year via a format to be determined (for states with more than one local association only one report needs to be generated)
3. Government affairs events and information - each Local Association shall:
 - ✓ Participate in at least one structured advocacy event each year
 - ✓ Inform members of available grass-roots lobbying tools, such as Cap Wiz and BOMA International's Legislative Action Resource Center

Best Practices Voluntary Standards – Advocacy and Government Affairs

- ✓ *Promote participation in at least one advocacy day each year either at the state capitol, or in district, or as part of BOMA International's in district government affairs day*

Leadership, Management, Membership & Communications

BOMA One Charge: A local should have at least one part-time professional staff person (through dedicated staff), BOMA association management services, shared professional staff or some other arrangement). ↓

1. Association administrative management - each Local Association shall:
 - ✓ Maintain at least one full or part-time administrator to manage local BOMA business affairs. This can be a dedicated professional staff person, contracted administrator, contracted services from a nearby BOMA or BOMA International or other such arrangement that ensures regular and consistent attention to local business affairs).
 - ✓ Establish a contact phone number, email address, and mailing address where the public and members can expect reasonable ability to communicate with the local association in a timely manner.
2. Representation at BAE meetings - each Local Association shall:
 - ✓ Ensure the attendance and participation of a local representative (BAE or other sanctioned representative) for at least one official BAE meeting each year.

BOMA One Charge: Send a member representative to at least one Board of Governor's meeting each year. ↓

3. Principal leadership - each Local Association shall:
 - ✓ Ensure the attendance and participation of a local representative (who meets the qualifications of a Governor) for at least one Board of Governor's meeting each year.

BOMA One Charge: Maintain a sound financial operation. ↓

4. Financial operation - each Local Association shall:
- ✓ Maintain a sound financial position that includes the following:
 - Operate with a formal budget that includes an established annual earnings goal
 - Conduct an annual compilation, review, or audit of the books by an independent party or committee
 - Maintain budget/services growth policy that supports organizational fiscal security
 - Maintain compliance with federal and state and local tax filing requirements

Best Practice Voluntary Standard –Reserve policy and goals

- ✓ *Develop a cash reserve goal and investment policy that endeavors to reach and maintain a ratio of 35% or more of available cash assets as compared to anticipated annual operating expenses.*

BOMA One Charge: Keep membership information up-to-date in a local and international directory (printed or online). ↓

5. Membership Management - each Local Association shall:
- ✓ Maintain a majority (no less than 51%) of membership as principal members
 - ✓ A Principal member shall serve as the top elected officer
 - ✓ Maintain a local active membership of no less than 30 members
 - ✓ Maintain an accurate and up to date leadership roster for BOMA International to ensure leaders receive important communications.
 - ✓ Maintain an accurate and up to date membership roster for BOMA International to ensure members receive important communications.

BOMA One Charge: Conduct an annual planning process. ↓

6. Strategic Planning - each Local Association shall:
- ✓ Develop a business plan that directs resources toward compliance with these baseline standards and advances toward attainment of the best practices recommendations in this document:

[The Baseline Standards do not include the BOMA One charge to have a governance structure and bylaws because it is required via incorporation as a 501 C(6).]

SECTION THREE: Worksheet 1: Marketplace Image and Branding Compliance

INSTRUCTIONS

- Place your local’s name on the “Name of Local Association” line below
- Complete and submit Section Three, along with Sections Four through Seven to the BOMA International Association Services Division no later than January 31, 2009.
- Review each item and make check marks in the left column to indicate local achievements and accomplishments in 2008.
- If you check an item “Yes”, place the points for each achievement under the box for points.
- Numbers such a (1), (2), and so on, within the boxes represent items that have been defined further. The definition for each cited number can be found in Section Seven.
- In the BONUS areas, list any other local achievements that support that specific area.
- Take the final score from Worksheet 1 and transfer it to the final score worksheet in Section Seven.

NAME OF LOCAL BOMA ASSOCIATION: BOMA Iowa

MARKETPLACE IMAGE AND BRANDING

My local has its own Website: (circle one)	Yes	No	
	x		Score
My local's Website contains the following:			
BOMA mission and purpose statement (5 points)			5
Contact information for both Local and BOMA International (5 points)			5
Membership Application form (5 points)			5
Benefits of BOMA membership (5 points)			5
Procedures for joining (5 points)			5
Updated calendar of events, and local leadership (5 points)			5
Links to BOMA International’s web site (5 points)			5
BOMA International logo and or the term “Federated” with BOMA International on Home page (15 points)			15
Branding:			
My local includes on official documents, stationery, press releases, marketing materials, the BOMA International logo and the tag line “Federated” with BOMA International (10 points)			10
My local promoted the goals and purpose in the local marketplace for both my local and BOMA International (20 points)			20
My local uses the same logo style as BOMA International in order to promote common branding (5 points)			5
Total Section I			85

LOCAL LEADERSHIP, PLANNING AND MANAGEMENT

Strategic Planning, Sound Financial Operations:

My local has an updated strategic plan that directs resources toward compliance with these baseline standards and advances toward attainment of the best practices recommendations in this document. (15 points)	15
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Sound Financial Operations:

My local operated with a formal budget that includes an established annual revenue goal (10 points)	10
We maintained a budget/services growth policy that supports organizational fiscal security (5 points)	5

My local has developed:

A cash reserve goal and Investment policy to reach and maintain a ratio of 35% or more of available cash assets as compared to anticipated annual operating expenses (10 points)	10
An annual review or audit by an independent party or committee (5 points)	5

points)	
Maintained compliance with all federal, state, and local tax filing requirements (5 points)	5
Committees:	
My local maintains:	
An active Board of Directors that meets officially at least 4 times per year (10 points)	10
An active government affairs or legislative committee that meets regularly (10 points)	0
A committee or sub-committee focused on membership services and growth (10 points)	10
Administrative Management:	
My local maintains:	
At least one full or part-time administrator to manage BOMA local business affairs (10 points)	10
My Local ensures attendance/participation of local (BAE) or sanctioned representative for at least one official BAE meeting each year (10 points)	10
My Local ensures the attendance/participation of principal leadership for at least one Board of Governors meeting each year (10 points)	10
Membership Management:	
My local's principal membership is:	
51% or more of total membership (20 points) (If yes claim 20 points; if no claim "0" points for this item)	0
A Principal member serves as the top elected officer (10 points) (There are no partial points for this item)	10
My local is under 30 members, but increased in 2012 over 2011 and our Membership Committee has a committed annual plan and resources to increase membership (4 points)	0
My local Membership Committee has a committed annual plan to improve our principal member ratio (2 points)	2
Total Section II	112

MEMBERS SERVICES AND COMMUNICATIONS

Member Record Keeping:

My Local maintained:

an accurate and up-to-date Leadership and Membership roster for BOMA International to ensure leaders and members receive important communications (20 points)

20

Events and Meetings:

My Local conducted:

at least four general membership meetings or equivalent events in the past year (20 points)

20

Education:

My Local promoted BOMA International's educational programs, audio seminars, webinars, advanced education programs (that did not conflict with our local programs) (10 points)

10

My local provided our members with at least 20 hours of educational program opportunities through, locally offered seminars, partnering with nearby locals or other partners, BOMI designation program, hosting packaged programs or brown bag educational lunches (20 points)

20

Provided information to members about access to professional development courses and seminars in their local marketplace (5 points)

5

Networking:

My Local promoted to our membership:

BOMA International's Annual Meetings (Convention, WBM, NIC, State & Regional networking opportunities) (10 points)

10

Data, Research and Publications:

My local promoted in our marketplace:

BOMA International's EER (7 points)	7
Standard Methods and other publications (7 points)	7
Provided links to BOMA and industry advisories by informing members at least twice annually as to where and how to access these publications via BOMA International web site (6 points)	6
Information & Communications:	
My local maintains active and regular communications with our members at least once per month via any of the following: Newsletter, e-Newsletter, regular mailings, broadcast faxes, or other communication mechanism (15 points)	15
My local has an established phone number, email address, and mailing address accessible to the members and public to communicate with the local in a timely manner (10 points)	10
Total Section III	130

ADVOCACY

Government Affairs:

My local kept its members informed of significant advocacy issues (30 points)	30
Reporting on State Legislative and Regulatory Issues:	
My local or designated local from my state reported state government affairs activities to BOMA International at least twice a year (states with more than one local association only one report is needed) (30 points)	30
Government affairs events and information:	
My local participated in at least one structured state or local advocacy event during the year (30 points)	30
We informed our members of available grass-roots lobbying tools such as, Vocus and BOMA International's Legislative Action Resource Center (30 points)	30
Total Section IV	120

BOMA International Service Offerings

BOMA International offers a wide array of services to assist BOMA local associations. While these services are provided by a number of different departments at BOMA International, we have established a central point of contact through Dora Blacknall, Manager Association Services. While each local is encouraged to maintain two-way communications with individual departments at BOMA International, please know that a call to Dora at 202 326 6337 is all you need to do to get assistance.

BOMA International offers BOMA local associations the following services:

ADVOCACY

- Issues Books –Printed annual and available to Local Associations at the cost of \$1.25 per copy.
- Position Papers – Approved by the Board of Governors and available on BOMA International website.
- State Issues Matrix – Maintains an issues matrix for state and local issues.
- Vocus - System to enhance grassroots advocacy efforts.

- Formation of State Coalition – BOMA International staff can walk you through the process of forming a state coalition with the other local BOMA associations in a state.
- Advocacy Day – BOMA’s advocacy staff has a toolkit to assist you to host an Advocacy Day event. The toolkit contains ideas for different events and templates for letters of invitation, thank you letters, and press release.
- Advocacy Training – BOMA’s advocacy staff can assist with board training or work with your government relations committee to help jump-start your state/local advocacy program.

ASSOCIATION SERVICES

- Coordination of internal resources within BOMA.
- Examples of successful retention, recruitment and other written membership materials.
- Provide support for local listserv.
- Zoomerang/Survey Monkey survey capability and survey development expertise.
- Membership marketing materials, including brochure and membership folder.
- Coordinate regional or local to local peer assistance.
- Share organizational information on structural items such as bylaws, board formation, and committee formation.

Leadership Board Training

· Effective governance is not automatic – it takes time, effort, and money. Board development should be a continuous process that cultivates the right knowledge and skills among board members. To ensure that board members receive the proper education, organizations should budget for training, orientation, and retreats. A good board development plan attracts new board members, educates current members, and retains connections with the best former board members. It's a good idea to make the following four components a part of your board development plan.

- Customize marketing pieces such as the 15 for 12 membership pieces and the membership application form.
- Access to manage and view BOMA International roster online.
- Help provide prospect member leads through access to various sources, as Medical Office Buildings.

EDUCATION & CONFERENCES

- Quality Programming at WBM & Annual Conference.
- A stand-alone Leadership Conference just for BAEs and their staffs held annually in October.
- The industry’s only education program devoted exclusively to Medical Office Buildings and Healthcare Facilities.
- Webinars: locals can host a “site” to provide these education programs to members and prospects.
- Emerging Leaders in Real Estate: several locals sponsor full or partial scholarships to enable their members to attend.
- Foundations in Real Estate Management: a new turn-key program that locals can offer to their members

- An Education Toolkit for the BAE section of the Web site (to be created).
- Assistance in developing and delivering education programming—even with limited budgets.
- Assistance in developing an education strategy and identifying education needs and resources for developing and offering programs.
- Local Education Services Forum – we have a mechanism for locals to gain feedback and information on non-designated education programs that they have been offered by other local.

MARKETING & COMMUNICATIONS

- BOMA International Officers available to speak at local events.
- For smaller locals currently without a website, we will host your website and instruct you on how to make future updates.
- Logo development – while we do not do design work, BOMA International has the capability of taking the BOMA International logo and personalizing it by adding the name of your local in the place where the word “International” sits on the BOMA International logo.
- Participate in BOMA International revenue sharing program as a marketing partner.

RESEARCH

- Produce the industry’s best-known annual office building income and expense analysis, the Experience Exchange Report.
- Provide city analysis from EER data for locals to use in newsletters and other promotional materials.
- EER Toolkit to aid locals in promoting the EER survey and products.
- Coordinating Assistance from Other Locals: Many of the BAE’s have excellent tactical suggestions for assisting smaller Locals to achieve the baseline standards over time. A few examples include the establishment of audit teams to work with the local to prioritize budgets and member services; the establishment of a contracted service offered by either BOMA International (i.e. The Association Services Division) or a larger Local that is geographically nearby; the development of a “sub-local” agreement with a neighboring local whereby baseline standards are being met through the partnership.