To: Florida Chapter Executive Committee

From: Mark Juliano and Rick Keeney, Negotiating Committee

Subject: Corporate Events Contract Negotiations

Date: August 20, 2011

As requested by the Florida Chapter Executive Committee, a committee was formed to negotiate an agreement with the current meeting planners, Corporate Events (CE). It should be noted CE also uses the name Plan Ahead Events (PAE) and is using this name on all new and renewed agreements; Rose Shiflett and Thelma Ramey are the owners/planners of this company.

The proposed negotiated agreement is similar to the current agreement with CE. A significant change, in Section III A, provides for PAE receiving only 10% on new sponsorships in lieu of 20%. A presentation will be provided at the Friday meeting detailing the negotiations and items of interest of the Executive Committee. The Negotiation Committee will discuss and entertain any questions at the Saturday meeting.

The Negotiation Committee requests approval of the proposed agreement with Plan Ahead Events.
AGREEMENT

FLORIDA CHAPTER
AMERICAN PUBLIC WORKS ASSOCIATION

2014, 2015, 2016
ANNUAL MEETING & TRADE SHOW
AGREEMENT

THIS AGREEMENT is made as of the 20th day of August 2011 between the Florida Chapter of American Public Works Association (hereinafter referred to as “APWA”) and Plan Ahead Events - Tampa Bay (hereinafter referred to as “PAE”).

IN CONSIDERATION of the mutual agreement herein contained, it is mutually understood and agreed by and between the parties as follows:

I. NATURE OF SERVICE

A. PAE will assist APWA in planning and coordinating its’ Annual Meeting and Trade Show to be held in 2014, 2015 and 2016. PAE’s involvement will include, but not be limited to, consulting with APWA President Elect and local steering committee members through the planning stages, implementing those plans and having PAE representatives provide on-site management for the duration of the Annual Meetings.

OVERALL COORDINATION:
1. Assist APWA in establishing Annual Meeting Budgets (after basic itinerary and number of participants have been established)
2. Assist APWA in preparing a schedule of events (Meeting agenda) with APWA President Elect.
3. Coordinate special activities (spouse program, sponsorship, technical sessions, golf tournament, etc.) with the APWA President Elect and branch hosting the Meeting.
4. Contract for and coordinate speakers, entertainment, theme decorations, prop design and construction as deemed necessary by APWA President Elect.
5. Contract for and coordinate any audio-visual requirements for speakers, exhibitors, and entertainment.
6. Coordinate quarterly Executive Committee Meetings with Chapter President (negotiate and secure hotel rooms, meeting space and food & beverage requirements).
7. Provide APWA with status reports on a regular basis. These reports include exhibitor and sponsor reports as well as registration updates.
8. Sell floor space at each Annual Meeting for the succeeding year.
9. Contract for and coordinate the printing of directional and promotional signage.
10. PAE will design Meeting web site and on-line registration forms. The cost for this service will be paid for by APWA.
11. PAE representative(s) will attend a minimum of one Executive Committee Meeting each calendar year.

HOTEL:
1. Conduct site inspection of Hotel for consideration by APWA to secure optimum location and accessibility, meeting space, sleeping rooms and banquet facilities.
2. Negotiate all terms of the Hotel contract on behalf of APWA to guarantee the best possible rates on sleeping rooms, meeting space, food & beverage, and obtain complimentary accommodations, upgrades and amenities if applicable. The contract will be approved and signed by the APWA Florida Chapter President. PAE will coordinate any deposits required with APWA Treasurer.
3. Have a pre-conference meeting with Hotel department heads to assure complete operational execution of security, technical services, convention services, front desk, meeting space set up, and banquet services.
4. Monitor room pick-up and keep APWA President Elect apprised of status on an as needed basis and upon request.

EXHIBIT FACILITY:
1. Conduct site inspection of Exhibit Facility for consideration by APWA President Elect to secure optimum location and accessibility, exhibit space, bulk space, and space for the equipment rodeo if held, and banquet facilities.
2. Negotiate all terms of the Exhibit Facility contract on behalf of APWA to guarantee the best possible rates on exhibit space, bulk space, and food & beverage. The contract will be approved and signed by the APWA Florida Chapter President. PAE will coordinate any deposits required with APWA Treasurer.
3. Have a pre-conference meeting with Exhibit Facility department heads to assure complete operational execution of security, technical services, convention services, exhibit space set up, and if applicable, banquet services.
4. Maintain two-way radio contact with Exhibit Facility personnel and oversee all Exhibit and Equipment Rodeo operations from start to finish.
DELEGATE:
1. Assist in the design of and contract for the printing of the following collateral materials: event notices, name badges, programs and any other printed materials.
2. Assemble and mail to all members and potential attendees event notices and any other printed materials necessary. PAE to obtain Florida Chapter member list from APWA National.
3. Prepare mailing list and mail event notices and any other necessary materials to other Associations / Organizations the APWA President Elect deems necessary. APWA to provide mailing list to PAE.
4. Utilizing PAE planning software, PAE will customize and maintain an APWA database to track attendance, financial, and demographic information and provide reports to APWA on a periodic basis and upon request.
5. Receive registration forms, phone calls, e-mail, faxes, etc. from attendees, coordinate the registrations, enter the information in the database, and send confirmation letters to all registered attendees.
6. Receive payments, record all financial data and forward funds to APWA Treasurer weekly with complete accounting in the format approved by the APWA Treasurer and created by PAE planning software.
7. Obtain all necessary meeting materials approved by APWA (name badge holders, lanyards, badge inserts, event tickets, raffle tickets, ribbons, awards, etc.)
8. Contract for all ground transportation as deemed necessary by APWA (motorcoaches, VIP limousine service, group discounts for airport shuttle and rental cars).
9. Provide training for volunteer on-site registration personnel as deemed necessary by PAE (cashiers, data entry and registration clerks, assemblers, name badge makers, etc.) If there are not enough qualified volunteers, PAE will contract for additional staff, as deemed necessary by PAE and approved by APWA, to insure delegates are greeted promptly and professionally, and receive accurate information. If additional staffing is contracted the cost will be paid by APWA.
10. Manage on-site registration/information office for entire Meetings (pre-registration & on-site registration), meet & greet all attendees upon arrival, distribute programs, name badges, event tickets, local attraction brochures, welcome packets, and any other materials APWA deems necessary. PAE will contract for computers and printers for on-site registrations and name badge printing or arrange for them to be borrowed from steering committee members.
11. Design, issue, collect, analyze and submit a Delegate Survey, with the input and approval of APWA, of the Meeting to APWA within 30 days of the conclusion of each Annual Meeting.

SPONSORSHIP:
1. Obtain sponsorship for delegate show bags, lanyards and prizes awarded to delegates at the Trade Show.
2. Create unique opportunities for Exhibitors to participate in sponsoring various Meeting functions, thereby increasing their exposure to the delegates and decreasing the cost of the overall Meeting for APWA.
3. Receive all sponsorship funds for various functions, enter all financial data in the APWA database and forward funds to the APWA Treasurer weekly with complete accounting in the format approved by the APWA Treasurer and created by PAE planning software.
4. All Sponsorship rules of APWA National must be followed. APWA will provide PAE with a list of current APWA National Sponsorship rules.

EXHIBITORS:
1. Contract and coordinate the services of a professional Trade Show contractor to provide a comprehensive floor plan of the Exhibit Facility and handle all pipe & drape, drayage and freight. Provide Trade Show contractor with a list of Exhibitors to include name, address, phone number, etc.
2. Determine booth prices based on overall cost of Meeting and floor plan. Prices must be approved by the APWA President Elect.
3. Design, print, assemble, and mail an Exhibitor Service Kit to all potential Exhibitors including an Exhibit Space contract. PAE will maintain a list of exhibitors from year to year.
4. Send a link to the APWA web site to all exhibitors to register for name badges and make hotel reservations.
5. Contact all potential Exhibitors to sell booth space and sponsorship opportunities. APWA to provide additional vendor mailing list to PAE and revisions as they are received by APWA. PAE will maintain an updated mailing list in the database.
6. Prepare and send invoices to Exhibitors for booth or bulk space and sponsorship commitments. Provide Exhibitor status reports to APWA on a periodic basis and upon request.
7. Receive payments, enter all financial data in the APWA database and forward funds to the APWA Treasurer weekly with complete accounting in the format approved by the APWA Treasurer and created by PAE planning software.
8. Receive registration forms, phone calls, e-mail, faxes, etc., concerning registration and enter all data in the APWA database, and forward all registration reports to APWA on an as needed basis or upon request. Send confirmation letters to all registered Exhibitors.
9. Receive all signed Exhibit Space contracts from Exhibitors.
10. Schedule and coordinate Exhibitor move-in, set-up, and move-out for Trade Show & Equipment Rodeo.
11. Manage on-site registration/information office for Exhibitor Personnel (pre-registration & on-site registration), meet & greet all Exhibitors upon arrival, distribute programs, name badges, event tickets, local attraction brochures, welcome packets, and any other materials APWA deems necessary.
12. Prepare and mail delegate list to Exhibitors upon request prior to show, and provide a complete list of attendees to Exhibitors after the Annual Meeting.
13. Design, issue, collect analyze and submit an Exhibitor Survey, with the input and approval of APWA, of the Meeting to APWA within 30 days of the conclusion of each Annual Meeting.
14. Create and promote ideas, with the input and approval of APWA, to encourage delegate floor traffic to booths.

B. PAE will do the necessary research and submit price quotations on any ancillary items that APWA may require, including, but not limited to, plaques, trophies, awards, ribbons, certificates, floral services & VIP amenities.

II. EXPENSES

A. APWA will be responsible for the following expenses incurred by PAE on its behalf following receipt of an itemized invoice:
1. All site inspection expenses, (including: travel, lodging, meals) that occur outside a 50 mile radius of PAE offices in accordance with the attached Appendix titled Reimbursable Expenses
2. Long distance telephone, fax, courier, shipping, supplies, copies, mailing materials and postage
3. All printing, signage, badge holders, neck cords, etc.
4. Ancillary items (see Section IB of Proposal)
5. Speakers, entertainment, theme decorations, prop design and construction (50% deposit to be paid upon event approval and balance paid ten (10) days prior to the Annual Meeting)
6. Staff leasing
7. PAE will invoice APWA for all travel expenses for out-of-town planning sessions associated with the Meetings (including: travel, lodging, meals) that occur outside a 50 mile radius of PAE offices in accordance with the attached Appendix titled Reimbursable Expenses
8. Expenses for PAE representatives to be on-site for the Meetings (including: travel, lodging, meals and rental to transport Meeting materials) in accordance with the attached Appendix titled Reimbursable Expenses
9. On-line Registration expense
10. Applicable state sales tax
11. APWA will remit payment to PAE for all approved invoices within fifteen (15) days of the invoice date

III. COMPENSATION

A. In consideration of the functions performed by PAE, APWA will pay PAE Twenty percent (20%) of the total Meeting income. Meeting income is defined as that revenue received by APWA from Delegate and Exhibitor sales, to include equipment rodeo sales, Sponsor income (if sponsored at previous APWA Florida Chapter Shows) and any other income directly related to the Annual Meeting. PAE will receive (10%) of any new sponsors who participate in the Show. Once a company participates as a sponsor one time, that company will no longer be considered a "new sponsor" for future shows. New sponsors are defined as sponsors who have never participated in the Florida Chapter Show. Any disputes will be settled by PAE and the Florida Chapter Treasurer.

The total Agreement minimum fee is Twenty Three Thousand Dollars ($23,000.00) per year and is to be paid as outlined in the Payment Schedule.

B. Payment Schedules:

1. **2014 Meeting & Trade Show**
   - $7,000.00 Upon signing the Agreement
   - $10,000.00 June 1, 2012
   - $6,000.00 5 days prior to opening day of Meeting

2. **2015 Meeting & Trade Show**
   - $7,000.00 Upon signing the Agreement
   - $10,000.00 June 1, 2013
   - $6,000.00 5 days prior to opening day of Meeting
3. **2016 Meeting & Trade Show**
   
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<thead>
<tr>
<th>Amount</th>
<th>Date</th>
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<tr>
<td>$7,000.00</td>
<td>Upon signing the Agreement</td>
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<tr>
<td>$10,000.00</td>
<td>June 1, 2014</td>
</tr>
<tr>
<td>$6,000.00</td>
<td>5 days prior to opening day of Meeting</td>
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Balance of agreed (20%) of Total Income for each Meeting to be paid within fifteen (15) days of PAE submittal of final accounting.

**IV. AUTHORITY**

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

**V. INDEMNIFICATION**

A. Each party agrees to indemnify and holds harmless the other from any and all loss, damage or expense, (including attorney’s fees and court costs) arising from a breach of this Agreement, the negligence or willful misconduct of the indemnifying party, its agents and employees in the performance of duties and responsibilities under this Agreement.

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

**VI. CONFIDENTIALITY**

A. PAE agrees to keep all APWA data, which is and shall remain the exclusive property of APWA, confidential and return it (along with copies and reproductions thereof) to APWA upon request. This includes all information, correspondence and contracts related to the planning and implementation of all events.

**VII. CANCELLATION AND TERMINATION**

A. Cancellation by APWA: The client acknowledges that PAE provides a unique creative service that requires an expenditure of time and money prior to the event date. From signing date forward, all deposits paid to PAE, including section III. B of this Agreement or 20% of all Meeting Income collected (whichever is greater), will be forfeited. For APWA to exercise the right of cancellation, PAE must receive written notice of cancellation, by certified mail, and the cancellation fee prior to the cancellation deadline. The cancellation fee shall be as set forth below, based on the date PAE receives both notice and cancellation fee:

   **180 DAYS TO 61 DAYS NOTICE FROM MEETING:** 75% of the total Agreement minimum fee ($23,000.00 per year) or 20% of all Meeting Income collected (whichever is greater) will be charged.

   **60 DAYS NOTICE FROM MEETING:** 100% of the total Agreement minimum fee ($23,000.00 per year) or 20% of all Meeting Income collected (whichever is greater) will be charged.

Payment for reimbursable expenses would not be covered by this schedule but will be made as incurred upon invoicing as described in this Agreement.

Cancellation of this signed Agreement for the reason of enlisting the services of another Meeting Management Firm will result in collection of 100% of the total Agreement minimum fee ($69,000.00) or 20% of all Meeting income collected (whichever is greater) will be charged.

B. Cancellation by PAE: PAE has no right to terminate this Agreement except for reason of breach of Agreement by APWA. PAE shall be paid all expenses incurred to the date of withdrawal provided PAE turns in all information to APWA that pertains directly to the APWA Annual Meeting.

C. The performance of this Agreement by either party is subject to acts of God, war, civil disorder, government regulation, disaster (including, but not limited to, fire, flood, severe weather and earthquake) or any other situation making it inadvisable, illegal or impossible to hold the event. All provisions of this Agreement may be terminated without penalty by either party on written notice for any one or more of the foregoing reasons.
VIII. AGREEMENT RENEWAL

This Agreement may be renewed for an additional 3 year period, if mutually agreed upon by both parties. PAE must request such a renewal in 2013 and APWA will respond within fifteen (15) days of receipt of the request. PAE will provide APWA with an Agreement Renewal for signature and APWA must sign and return the Agreement Renewal to PAE with the required deposit within fifteen (15) days of receipt of the Agreement Renewal.

IX. EEO COMPLIANCE

PAE represents and warrants to APWA that it is in compliance with all applicable local, state and federal ordinances and laws applicable to its operations and employment practices (EEO). PAE will indemnify and hold harmless APWA, its officers, directors, staff, agents, and members from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorneys’ fees arising out of or caused by PAE’s noncompliance with any applicable ordinances or laws or by PAE’s negligence in connection with its operation and performance of this Agreement.

X. LIABILITY INSURANCE

APWA requires PAE to carry liability insurance in an amount not less than $1,000,000.00, per occurrence, bodily injury and property damage combined, and file a certificate of liability insurance and provide the certificate to APWA within 30 days of signing this Agreement.

XI. JURISDICTION

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties only in the courts of the State of Missouri, County of Jackson, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Missouri, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

XII. CONTRACT APPROVAL

A. Prior to APWA signing this Agreement, final approval must be received from the Director of Finance of the American Public Works Association, 2345 Grand Boulevard, Suite #700, Kansas City, Missouri, 64108.

IN WITNESS WHEREOF, the parties have executed this Agreement.

PLAN AHEAD EVENTS – TAMPA BAY

______________________________________________

Date ______________________________

FLORIDA CHAPTER,
AMERICAN PUBLIC WORKS ASSOCIATION

______________________________________________

Date ______________________________
APPENDIX

REIMBURSABLE EXPENSES

1. Reimbursable expenses are defined as actual out-of-pocket expenses necessary in the performance of the Agreement. Payment of reimbursable expenses will only be for expenses approved by APWA.

2. Traditional business operating expenses, such as computer time, are not considered reimbursable.

3. Entertainment expenses are not considered reimbursable unless said entertainment has received approval from APWA President Elect.

4. Travel:
   a. Travel and travel expenses (lodging and meals) are a concern to APWA. Prior approval for travel and travel expenses will be received from APWA prior to incurring expenses.
   b. Air travel should be by economy or tourist class, at the lowest fares obtainable.
   c. APWA will not reimburse for vehicle rental insurance. Mileage will be reimbursed at the current IRS rate.
   d. Lodging expenses may vary but should be reasonable. PAE will contact a local APWA official and seek assistance in obtaining government rates, as applicable.
   e. Meals will be reimbursed on a per person, per diem basis not to exceed the following (new rates adopted May 9, 2006):
      - Breakfast: $10.00 including tip and tax
      - Lunch: $15.00 including tip and tax
      - Dinner: $25.00 including tip and tax
   f. Reimbursement for alcoholic beverages are strictly prohibited.
   g. Travel and travel expenses within a 50 mile radius of PAE offices will not be reimbursed.

5. The APWA Florida Chapter President Elect will approve each expenditure.

6. The APWA Florida Chapter President Elect will require invoices. Documentation supporting actual cost of reimbursement will be provided by PAE upon request.

7. Travel and travel expense that are questioned by the APWA Florida Chapter President Elect will not be paid by APWA. PAE will be asked to provide additional documentation and justification.

8. APWA will remit payment to PAE for all approved invoices and travel expense reports within fifteen (15) days of invoice date.

APWA Florida Chapter

__________________________________________

Date: ____________________________

Plan Ahead Events – Tampa Bay

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Date: ____________________________