

## **AMENDED PROFESSIONAL SERVICES CONTRACT**

This Contract ("this Contract"), entered into by and between the Indiana Auditor of State (the "Client") acting pursuant to Ind. Code § 5-10-1.1-5 in its capacity as Administrator of the State of Indiana Public Employees' Deferred Compensation Plan and Matching Plan (the "Plan") and Rayna Traylor d/b/a RTR Events (the "Contractor" or "RTR Events"), is executed pursuant to the terms and conditions set forth herein.

**WHEREAS**, the parties wish to revise an agreement entered into January 12, 2017 to better reflect their revised agreement in a form that comports with Client requirements and to amend the original agreement signed on January 12, 2017 ("Original Contract");

**WHEREAS**, the terms of the Original Contract are incorporated herein by reference and all its terms shall remain in full force and effect, unless said terms are amended herein;

In consideration of these mutual undertakings and covenants, the parties agree as follows:

- 1. Duties of Contractor.** The Contractor will provide meeting management services for the Indiana State Auditor's Hoosier S.T.A.R.T. deferred compensation regional educational dinners. Management services will include dinner(s) to be held between September and November each year as described in the Original Contract Exhibit A and the amended terms and scope in Exhibit B..
- 2. Term.** This Contract term begins effective as of January 1, 2018 and ends December 31, 2019, unless otherwise renewed by the parties.
- 3. Program Budget.** The payment schedule is more fully set forth in **Exhibit B**.
- 4. Access to Records.** The Contractor and its subcontractors, if any, shall maintain all project books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract and for three (3) years from the date of final payment under this Contract, for inspection by the Client or its authorized designees. Copies of any records required by contract shall be furnished at no cost to the Client if requested, any additional records shall be provided at the Client's copy cost rate currently in effect.
- 5. Assignment; Successors.** The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the Client's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Client, provided that the Contractor gives written notice (including evidence of such assignment) to the Client thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
- 6. Assignment of Antitrust Claims. Deleted; not applicable**
- 7. Audits. Deleted; not applicable**

**8. Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the Client.

**9. Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the Client. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract. This provision does not affect Contractor's ability to complete any work authorized under this Contract.

**10. Compliance with Laws.**

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the Client and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the Client.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and agrees that it will immediately notify the Client of any such actions. During the term of such actions, if the Client delays, withholds, or denies work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract, the Contractor may be deemed the Contract to be cancelled by Client upon written notice tendered to Client.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and 1) the Client decides to delay, withhold, or deny work to the Contractor, and 2) the Contract has not been cancelled under Subsection D above, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDO)

following the procedures for disputes outlined herein. A determination by IDOA whether continuation of work with an action is pending shall be binding on the parties. Any payments that the Client owes to Contractor prior to suspending services shall remain due and owing to Contractor according to the Contract.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the Client. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State

G. Registration with Secretary of State – **deleted; not applicable.** .

H. **Deleted; not applicable** (See. IC 5-22-3-7a)

#### **11. Condition of Payment. Deleted; not applicable**

**12. Confidentiality of Client Information.** The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the Client.

#### **13. Continuity of Services.**

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the Client and must be continued without interruption and that, upon Contract expiration, a successor, either the Client or another contractor, may continue them. The parties agree to:

1. Discuss the option of furnishing phase-in training based on agreeable terms of scope and compensation, which shall be codified and executed by both parties; and
2. Exercise their best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. **Deleted; not applicable**

C. **Deleted; not applicable**

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

#### **14. Debarment and Suspension.**

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the Client and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the Client if any subcontractor becomes debarred or suspended, and shall, at the Client's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract

**15. Default by Client.** If the Client, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may deem the Contract to be terminated by Client and institute measures to collect monies due up to and including the date of termination or for the term of the agreement, whichever date is later, as set out in Original Contract paragraph 13..

**16. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the Client agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the Client or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the Client for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

**F. Deleted; not applicable**

**17. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Client within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the Client in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**18. Employment Eligibility Verification.** As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired

employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The Client may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the Client.

**19. Employment Option. Deleted; not applicable.**

**20. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract

**21. Funding Cancellation. Deleted; not applicable**

**22. Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in Marion County, the State of Indiana.

**23. HIPAA Compliance. Deleted; not applicable.**

**24. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless the Client, its agents, officials, and employees from all third party claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The Client shall not provide such indemnification to the Contractor; the Indiana Tort Claims Act, Ind. Code § 34-13-3 controls claims against the Client

**25. Independent Contractor; Workers’ Compensation Insurance.** The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary

unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the Client with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

**26. Information Technology Enterprise Architecture Requirements. Deleted; not applicable.**

**27. Insurance. Deleted; not applicable**

**28. Key Person(s).**

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the Client shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the Client.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

**Key person to this Contract is Rayna Traylor.**

**29. Licensing Standards.** The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The Client will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the Client immediately and the Client, at its option, may immediately terminate this Contract

**30. Merger & Modification.** This Contract, including the Original Contract, Exhibits and Addendum, constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

**31. Minority and Women's Business Enterprises Compliance. Deleted; not applicable**

**32. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age,

disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the Client and any applicant or employee of the Contractor or any subcontractor.

**33. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the Client shall be sent to:

Office of the Indiana State Auditor  
Attn: Chief of Staff  
200 West Washington Street Suite 240  
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

Rayna Traylor  
d/b/a RTR Events  
7040 N College Avenue  
Indianapolis, Indiana, IN 46220

**34. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and Exhibit(s); (2) this Original Contract labeled Exhibit A.

**35. Ownership Use of Documents and Materials.**

Use of the Materials specifically developed for the Client, other than related to contract performance by the Contractor, without the prior written consent of the Client, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the Client and used to develop or assist in the services provided while the Materials are in the possession of the Contractor.

**36. Payments.** Payments due to the Contractor shall be approved by the Plan Administrator and submitted to the Third Party Administrator. Fees will be paid in accordance with Exhibit B. Payments will be processed no later than 7-10 days.

**37. Penalties/Interest/Attorney's Fees.** The Client will in good faith perform its required obligations hereunder and does not agree to pay any penalties interest or fees, except those provided for in Original Contract and/or that its obligated or authorized to pay under Indiana law, including parts, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3, if applicable..

**38. Progress Reports.** The Contractor shall submit progress reports to the Client in accordance with all Contract documents



**39. Public Record.** The Contractor acknowledges that the Client will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State of Indiana or Client.

**40. Renewal Option.** This Contract may be renewed for additional two (2) year terms under the same terms and conditions, subject to the approval of the Plan Administrator.

**41. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**42. Substantial Performance. Deleted; not applicable**

**43. Taxes.** The Client is exempt from most Client and local taxes and many federal taxes. The Client will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**44. Termination for Convenience .Deleted; not applicable**

**45. Termination for Default.**

A. Subject to the Terms and Conditions contained within the parties agreements, with the provision of thirty (30) days' notice to the Contractor, the Client may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the Client determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. Deleted; not applicable.

C. The Client shall pay the contract price for completed supplies delivered and services rendered.

D. The rights and remedies of the Client in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

**46. Travel.** No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the Client and in accordance with the Client Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the Client for availability of funds and for appropriateness per Circular guidelines

**47. Indiana Veteran's Business Enterprise Compliance. Deleted; not applicable.**

**48. Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract

**49. Work Standards.** The Client authorizes RTR Events to act on its behalf as its agent in connection with the performance of services contemplated by this Agreement, including the authority to contract (in each case subject to Client's prior approval) with suppliers for the provision of necessary goods and services entered into in connection with the Events. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards.

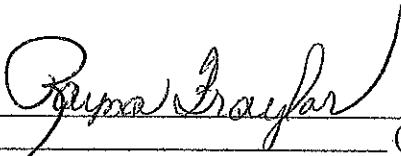
**50. State Boilerplate Affirmation Clause. Deleted; not applicable**

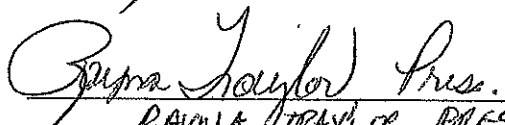
**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

**In Witness Whereof,** Contractor and the Client have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

**Rayna Traylor, d/b/a/ RTR Events**

By:  (for)

 Pres.  
RAYNA TRAYLOR PRES.  
Name and Title, Printed

**Indiana Auditor of State, as  
Administrator of the State of Indiana  
Public Employees' Deferred  
Compensation Plan and Matching Plan**

By: 

  
Deputy Auditor  
Name and Title, Printed

Date: 4/4/2018

Date: 4/5/2018



## EXHIBIT A

Dear Ms. Sheridan,

Once again we are pleased RTR Events has been asked to provide meeting management services for the Indiana State Auditor's Dinner and Satellite Dinners (6) for the Indiana State Auditor's Office.

This letter shall serve as the Agreement between RTR Events and the Indiana State Auditor's Office ("Client") for the provision of meeting management services in connection with Client's Indiana State Auditor's Dinner and Satellite Dinners ("Meeting") to be held September – November 2017 thru November 2021 at seven (7) locations around Indiana.

Program Overview: Proposed Dates and Locations to be reviewed and adjusted annually. Following are the proposed locations for 2017:

October 4, 2017	Indianapolis, IN	Indiana Roof Ballroom
October 17, 2017	Madison, IN	Clifty Inn
October 18, 2017	Evansville, IN	Bauerhaus
October 19, 2017	Terre Haute, IN	The Landing at Fort Harrison
October 24, 2017	Merrillville, IN	Avalon Manor
October 25, 2017	South Bend, IN	Waterford Estates
October 26, 2017	Fort Wayne, IN	The Landmark Centre

### 1. RTR Events Responsibilities – RTR Events shall provide the following services to Client:

#### Project Management

- Provide a detailed responsibility timeline, estimated budget and updated cost analysis
- Ensure all aspects of the event are planned and developed according to client policies and procedures
- Manage and communicate important deadlines
- Participate in conference calls with core team and other vendor partners as needed
- Send periodic project updates to client

#### Attendee Management

- Provide attendee reporting to client beginning September 1<sup>st</sup> of each year.
- Manage registration process based on invitation list provided by client. Registration is open to any government employee as part of the HOOSIER S.T.A.R.T. retirement plan.
- Answer all attendee questions and concerns in regards to the event

#### Communication Management

- Identify critical deadlines for print materials and other external communications to customers
- Communicate logistical details to all attendees
- Approve invitation through client
- Design invitation strategy; manage production and distribution via email
- Manage invitation and registration process
- Distribute confirmation email to attendees who have accepted two weeks prior to dinner taking place
- Create, send (via email) and compile post program evaluations (electronically) to be distributed to all attendees once each dinner takes place

#### Financial Management

- Prepare and manage budget with client's direction
- Manage contractual agreements for program venues
- Streamline vendor invoicing
- Reconcile venue and vendor bills
- Produce concise final billing summary

### Logistical Management

- Present venue options, décor, theme & entertainment for each of the outlined dinner programs
- Source potential locations for each of the 7 dinners as outlined in program overview
- Plan and attend site visit in Indianapolis with client
- Plan and attend site visits to satellite locations as necessary
- Create event time line and overview specific to each location
- Research and prepare elements for implementing a crisis management plan
- Design menus taking into consideration dietary needs
- Coordinate all details specific to each dinner as outlined in each event overview

### On-Site Management

- Produce on-site materials as agreed between RTR Events and Client
- Schedule pre-con meeting with each venue
- Ensure client's security policies are implemented
- Manage all details specific to event as outlined in event timeline including but not limited to; Registration, Catering, Décor, Entertainment, Production, Hotel, Transportation, VIP Arrangements

### Post-Program

- Conduct post-con meeting with client and submit recap summary to client electronically
- Prepare post-event assessment with report of who RSVP and final attendees

2. Client's Responsibilities – Client shall provide RTR Events with the following specifications for meeting:
  - Review and approve estimated budgets by April 1<sup>st</sup> of each respective year.
  - Approve all attendee communications within 5 days of receipt from RTR Events
3. Agency – Client authorizes RTR Events to act on its behalf as its agent in connection with the performance of services contemplated by this Agreement, including the authority to contract (in each case subject to Client's prior approval) with suppliers for the provision of necessary goods and services entered into in connection with the Event.
4. Americans with Disabilities Act – Client acknowledges that it may be responsible for compliance with the Americans with Disabilities Act, its regulations and guidelines ("the Act"), with respect to its meetings or programs. Client shall be solely responsible for compliance with the Act. If requested by Client, RTR Events shall assist Client in complying with the Act. Client shall inform RTR Events of any requests for special access or accommodations for any event during its meetings or programs it receives from attendees as soon as it receives such requests.
5. Alcoholic Beverages –
  - A. Responsibility–Client acknowledges that it has requested that, during some events of its meetings and programs, alcoholic beverages will be served to its attendees, employees, agents and other invitees. Client acknowledges RTR Events cannot control or supervise the actions of such persons. Client shall control, supervise and be responsible for the actions of such persons.
  - B. Indemnification–Client shall defend, indemnify and hold harmless RTR Events, its directors, officers, employees, and agents, and each of them, from and against any and all losses, damages, claims, expenses and liabilities of any kind, including costs of defense thereof, caused by or arising from Client's sale or service of alcoholic beverages.
6. Music Licensing – Client acknowledges that some of its events may require the use of live or recorded music protected by U.S. copyright laws. Client shall be responsible for obtaining the proper licenses from either or both the American Society of Composers, Authors and Publishers (ASCAP) or Broadcast Music, Inc. ("BMI"). If requested by Client, RTR Events will assist Client in obtaining the appropriate license(s) for Client's functions.
7. Term of Agreement – The Term of this Agreement shall commence on the signing of this agreement

8. Compensation –

A. Program Fee– In exchange for the services to be provided by RTR Events during the Term of this Agreement, Client shall pay deposits to RTR Events based upon the estimated program total of \$195,000 for each year, as outlined in Exhibit A. Client shall be responsible for paying actual program expenses plus management fee. Management fee for this program is 20% (\$39,000) annually and is included in overall estimated program total. A detailed reconciliation with actual Invoices will be provided 60 days post program. Payment terms are as follows:

- 60% due 120 days from the start of the program
- 20% due 60 days from the start of the program
- Balance due 30 days after final actual expense reconciliation is submitted.

B. Additional Services – In the event Client requests RTR Events to provide additional services not contemplated by this Agreement and beyond those described in Section 1, such additional services shall be agreed to in writing by Client and RTR Events and will not be started until a purchase order change is executed.

C. Expenses – Client shall timely pay or reimburse RTR Events for all out-of-pocket costs incurred by RTR Events in fulfilling this Agreement, including but not limited to printing, postage, photocopying, office supplies, travel, food and beverage, and long distance telephone expenses. RTR Events shall bill Client according to the deposit payment schedule listed above in Section 8 A. Client shall make payment to RTR Events within thirty (30) days of receipt of RTR Events invoice. RTR Events shall provide appropriate documentation of such expenses to Client. Where client disputes any portion of an invoice, Client shall pay all undisputed amounts and the parties agreed to resolve any disputes thereafter in good faith.

D. Collection of Fees – In any lawsuit, loser pays winner's attorney's fees and costs.

E. Right to Stop Work – In the event Client fails to make any payment specified in Section 8 A above, fails to timely pay for or reimburse RTR Event's expenses as outlined in Section 8 A above, or fails to make a required payment to any supplier, RTR Events shall have the right to stop all work being performed in connection with this Agreement until such time as Client has made the required payment(s). RTR Events shall provide written notification to Client at least forty-eight (48) hours prior to any work stoppage. In the event Client fails to make such payment(s) within seven (7) days following the commencement of the work stoppage, such failure to pay shall be treated as a cancellation pursuant to Section 16 of this Agreement and Client shall pay the appropriate cancellation fee.

9. Limitation of Liability – Services performed by RTR Events will be performed in a manner reasonable calculated to achieve the purposes of this contract, and there are no other warranties or guarantees stated or implied with reference to those services rendered.

10. Third Party Suppliers – Client acknowledges that RTR Events does not own, operate or in any other manner exercise any control or influence over third party suppliers, and that RTR Events acts solely as Client's agent in arranging with such suppliers for the provision of goods and services for the meeting or program. As such, RTR Events does not assume any responsibility for and cannot be held liable for any personal injury, property damage or other loss, accident delay, inconvenience, or irregularity which may be occasioned by any wrongful or negligent acts or omissions on the part of any of the suppliers, their employees, or any other party not under the control of RTR Events for any defect in or failure of any vehicle, equipment or instrumentality owned, operated or otherwise used by any suppliers, any additional costs which may be occasioned by bad weather, flight delays, or any other elements beyond our control, or strikes or acts of God.

11. Indemnification –

A. Obligation of Client – Client shall indemnify, defend and hold harmless RTR Events, its officers, directors, employees, and agents, and each of them, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which RTR Events, its officers, directors, employees, and agents, and each of them, may incur arising out of the breach of this agreement, negligence, gross negligence or willful or wanton misconduct of the Client, its officers, directors, employees, or agents. The terms of this provision shall survive the termination or expiration of this Agreement

- B. Obligation of RTR Events – RTR Events shall indemnify, defend and hold harmless Client, its officers, directors, employees, and agents, and each of them, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which Client, its officers, directors, employees, and agents, and each of them, may incur arising out of the breach of this agreement, negligence, gross negligence or willful or wanton misconduct of RTR Events, its officers, directors, employees, or agents. The terms of this provision shall survive the termination or expiration of this Agreement.
12. Insurance – RTR Events and Client each shall carry adequate liability and other insurance protecting itself against any claims arising from any activities conducted during the Term of this Agreement.
13. Cancellation or Date Change – If Client cancels the Meeting, cancels this Agreement, or otherwise is in breach of this Agreement, Client shall pay to RTR Events a cancellation fee as follows
- 20% of the total management fee if canceled more than 90 days from the start of the meetings
  - 40% of the total management fee if canceled between 61-90 days of the start of the meetings
  - 60% of the total management fee if canceled between 31-60 days of the start of the meetings
  - 80% of the total management fee if canceled within 30 days of the start of the meetings

\*Plus payment of all actual expenses incurred by RTR Events specific to this program, and all travel and contractor cancellation fees incurred by RTR Events.

Should meetings be postponed beyond January of each year, the management fee shall be paid in full and the parties shall negotiate in good faith an additional management fee for work performed after January of each respective year.

14. Force Majeure – The parties' performance under this Agreement is subject to acts of God, war, government regulation, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it illegal, impossible to perform their obligations under this Agreement. This Agreement may be cancelled by either party without liability for any one or more of such reasons upon written notice to the other.
15. Notice – All written notices shall be sent by first class mail, postage prepaid, and directed to the undersigned at the address shown in the heading of the Agreement.
16. Miscellaneous –
- A. Section Headings – Section headings in this Agreement are included for convenience of reference only, and if there is any conflict between any of such headings and the text of this Agreement, the text shall control.
  - B. Modification – This Agreement may not be amended or modified except by a written document executed in the same manner as this Agreement
  - C. Assignment – Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party, and any attempted assignment in violation of this section shall be of no force or effect. Notwithstanding the foregoing, RTR Events approval shall not be required for transactions with a corporation or other entity with which Client is merged or to which all or substantially all of Client's assets are transferred.
  - D. Governing Law – Any disputes arising out of this Agreement shall be governed by the laws of the State of Indiana.
  - E. Compliance with Applicable Laws – Client and RTR Events shall perform this Agreement in compliance with all applicable rules and regulations of all regulatory bodies and with all laws, ordinances, orders, rules and regulations of all local, state, federal and all other jurisdictions having authority over the performance hereof including, but not limited to the Federal Food, Drug and Cosmetics Act and its accompanying regulations, and the Medicare and Medicaid Patient and Meeting Protection Act of 1987 (commonly known as the Anti-Kickback Statute) and its accompanying regulations. Client shall be responsible for securing such permits, licenses and approvals as may be necessary for the meeting or program, unless otherwise provided in this Agreement.



- F. Waiver – Waiver by either party of any term or condition of this Agreement or any breach shall not constitute a waiver of any other term or condition or breach of this Agreement.
- G. Subsequent Invalidity – If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be impaired or affected thereby.

Entire Agreement – This Agreement sets forth the entire understanding of the parties with respect to the subject matter of its and supersedes any and all prior oral and written understandings, quotations, communications, and agreements in regard to the matters discussed.

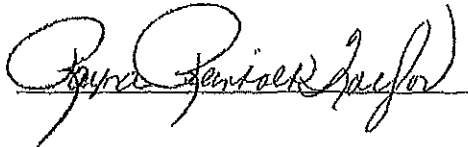
If you agree with the terms of this Agreement, please indicate your acceptance by signing below and returning a copy to RTR Events, 7040 N. College Ave., Indianapolis, IN 46220.

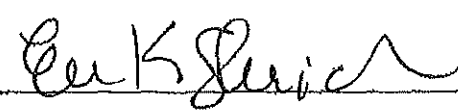
Thank you once again for selecting RTR Events. We look forward to working with you!

Sincerely,

Rayna Reinhold Traylor, President

ACCEPTED AND AGREED: Indiana State Auditor's Office

By: 

By: 

Date: 1/12/17

Date: 1-12-17



## **Exhibit B**

### **Rayna Traylor d/b/a RTR Events**

**Scope of Work:** Rayna Traylor d/b/a RTR Events will provide meeting management services for the Indiana State Auditor's Hoosier S.T.A.R.T. deferred compensation regional educational dinners. Management services will include 7 dinners to be held between September and November.

**Program Overview:** Proposed Locations, dates to be determined, to be reviewed and adjusted annually. Following are the proposed locations for 2018 and 2019:

#### Proposed Locations for 2018:

Madison , IN  
Evansville, IN  
Lafayette, IN  
Merrillville, IN  
South Bend, IN  
Fort Wayne, IN

#### Proposed Location for 2019:

Indianapolis, IN

#### Project Management

- Provide a detailed responsibility timeline, estimated budget and updated cost analysis
- Ensure all aspects of the event are planned and developed according to client policies and procedures
- Manage and communicate important deadlines
- Participate in conference calls with core team and other vendor partners as needed
- Send periodic project updates to client

#### Attendee Management

- Provide attendee reporting to client beginning September 1st of each year.
- Manage registration process based on invitation list provided by client. Registration is open to any government employee as part of the HOOSIER S.T.A.R.T. retirement plan.
- Answer all attendee questions and concerns in regards to the event

### **Communication Management**

- Identify critical deadlines for print materials and other external communications to customers
- Communicate logistical details to all attendees
- Approve invitation through client
- Design invitation strategy; manage production and distribution via email
- Manage invitation and registration process
- Distribute confirmation email to attendees who have accepted two weeks prior to dinner taking place
- Create, send (via email) and compile post program evaluations (electronically) to be distributed to all attendees once each dinner takes place

### **Financial Management**

- Prepare and manage budget with client's direction
- Manage contractual agreements for program venues
- Streamline vendor invoicing
- Reconcile venue and vendor bills
- Produce concise final billing summary

### **Logistical Management**

- Present venue options, décor, theme & entertainment for each of the outlined dinner programs
- Source potential locations for each of the 7 dinners as outlined in program overview
- Plan and attend site visit in Indianapolis
- Plan and attend site visits to satellite locations, as necessary
- Create event time line and overview specific to each location
- Research and prepare elements for implementing a crisis management plan
- Design menus taking into consideration dietary needs
- Coordinate all details specific to each dinner as outlined in each event overview

### **On-Site Management**

- Produce on-site materials as agreed between RTR Events and Client
- Ensure client's security policies are implemented
- Manage all details specific to event as outlined in event timeline including but not limited to; Registration, Catering, Décor, Entertainment, Production, Hotel, Transportation, VIP Arrangements

### **Post-Program**

- Conduct post-con meeting with client and submit recap summary to client electronically
- Prepare post-event assessment with report of who RSVP and final attendees

The State authorizes RTR Events to act on its behalf as its agent in connection with the performance of services contemplated by this Agreement, including the authority to contract (in each case subject to Client's prior approval) with suppliers for the provision of necessary goods and services entered into in connection with the Events.

### **Schedule of Fees:**

Program Fee-in exchange for the services to be provided by RTR Events during the Term of this Agreement, Client shall pay deposits to RTR Events based upon the estimated program total presented at the beginning of the year, as outlined in Exhibit A. Client shall be responsible for paying actual program expenses plus management fee and travel expenses. Management fee for 2018 will be \$2750 for each remote location plus \$500 preliminary planning trips as needed. Travel expenses will be outlined in each program budget. Management fee for 2019 will be \$16,400.

The State will be responsible for the costs and set-up fees of all printing, marketing, promotional, and other materials associated with each event and will have approval authority prior to purchase of such material.

A detailed reconciliation with actual invoices will be provided 60 days post program.

Payment terms are as follows:

- 60% due 120 days from the start of the program
- 20% due 60 days from the start of the program
- Balance due 30 days after final actual expense reconciliation is submitted

### **Alcoholic Beverages:**

Alcoholic beverages will not be available for purchase or provided by Hoosier S.T.A.R.T. at any event.

