

Tuesday, January 28, 2020 1:00 p.m. – 4:00 p.m. Board of Directors Meeting Disneyland Hotel Room: Sleeping Beauty Pavilion

> Call-in: 16699006833 Meeting ID: 524 304 286

Join Zoom Meeting <a href="https://zoom.us/j/524304286">https://zoom.us/j/524304286</a>

- 1. Introduction
  - a. Welcome/Roll Call
  - b. Additions to Agenda
- 2. Consent Items 1:05 p.m.
  - a. Approval of minutes from December 2019
  - b. Preliminary financial reports from December 31, 2019
  - c. Appointment of Administration Committee Board Liaison as 2020 Secretary/Treasurer
  - d. Professional Standards Committee Handbook
  - e. Student Engagement Committee Framework Documents
  - f. Core Courses Instructor Contracts
  - g. Don Maruska Contract Extension
  - h. Communications Committee Policy Update
- 3. Discussion/Action Items 1:15 p.m.
  - a. Management Contract Ad Hoc Report (Margaret Moggia)
  - b. Proposed Bylaws Amendment (Joan Michaels Aguilar)
  - c. Certification Program Report (Margaret Moggia)
  - d. PPAC Report (Margaret Moggia)
  - e. 2020 Strategic Plan (Steve Heide)
- 4. Committee Reports 3:15 p.m.
  - a. Administration (Scott Catlett)
  - b. Career Development (Laura Nomura)

- c. Communications (Karla Romero)
- d. Membership (Jennifer Wakeman)
- e. Professional Standards (Jason Al-Imam)
- f. Program (Margaret Moggia)
- g. Recognition (Yolanda Rodriguez)
- h. Student Engagement (Craig Boyer)
- i. Technology (Matt Pressey)
- 5. Chapter Roundtable 3:30 p.m.
- 6. Director Roundtable 3:40 p.m.
- 7. Officer Reports 3:50 p.m.
  - a. President (Steve Heide)
  - b. Past President (Joan Michaels Aguilar)
  - c. President-Elect (Marcus Pimentel)
- 9. Other Discussion Items (time allowing, otherwise will hold for February)
  - a. Chapter Balances Policy
  - b. Contract Signing Authority Policy
  - c. Disbursement and Check Signing Authority Policy
  - d. Records Retention Policy
  - e. Investment Policy
- 10. Future Topics
- 11. Upcoming Meeting: Thursday, February 27, 2020, 2-4pm
- 12. Adjournment 4:00 p.m.



# Thursday, December 5, 2019 2:00 p.m. – 4:00 p.m. Board of Directors Meeting

Joan Michaels Aguilar

Steve Heide Margaret Moggia Will Fuentes Jennifer Wakeman

Richard Lee Scott Catlett Ernie Reyna Kim Scott

Kate Zawadzki Craig Boyer

Mary Bradley

Jason Al-Imam Nitish Sharma Stephen Parker Matt Pressey Stephanie Reimer Marcus Pimentel Grace Castaneda Laura Nomura

**Harriet Commons** 

Sarah Erck

Sara Roush

Melissa Manchester

#### Introduction

The California Society of Municipal Finance Officers (CSMFO) Board of Directors met via teleconference on Thursday, December 5, 2019. President Joan Michaels Aguilar convened the meeting and confirmed a quorum was in attendance at 2:06 p.m. There were no additions to the agenda.

#### **Consent Calendar**

The Board addressed the consent calendar, which included the minutes from the November meeting and the October 2019 financial reports. Director Will Fuentes moved to approve the consent calendar; Director Ernie Reyna seconded. The motion passed unanimously.

#### **Chapter Support**

Past President Margaret Moggia brought to the Board a request to implement a new policy whereby the remaining funds in the chapter support budget would be used at the end of the fiscal year to zero out any negative chapter balances, with approval of the chapter chair. Director Richard Lee moved to approve that new policy be developed by the Administration Committee, and Director Jennifer Wakeman seconded. The motion passed unanimously.

#### **Bill Statler Contract Extension**

Past President Moggia informed the Board that the current contract with Bill Statler regarding the potential for a new certification program expires on December 31, 2019. The project is not yet completed, and the request is for an extension to March 30, 2020. Director Lee moved to approve that contract extension, and Director Wakeman seconded. The motion passed unanimously.

#### **PPAC Proposal**

Past President Moggia presented to the Board a proposal for discussion to formalize the Past President Advisory Council (PPAC). There were some suggested edits, and the final proposal for approval will be brought to the Board at the January meeting.

#### **Communications Committee Support**

Communications Committee Chair Marcus Pimentel presented to the Board a request for additional staff support for the Communications Committee. The additional services from Smith Moore & Associates would cost \$8,800 annually, but would be at least partially defrayed by the increase seen in advertising income. Director Lee moved to approve the additional services, and Past President Moggia seconded. The motion passed unanimously.

#### **Audience Polling Software**

President Aguilar shared with the Board that the polling software service with which CSMFO contracted in January 2019 for Michael Coleman's conference session would not be renewed, as the service had not been utilized since.

#### **Student Engagement Standing Committee**

Director Wakeman presented to the Board a proposal to add a standing committee focused on engaging finance students in CSMFO and the profession as a whole. Past President Moggia moved to officially create the Student Engagement standing Committee. President Aguilar seconded and the motion passed unanimously.

# **Proposed Bylaws Amendment**

President Aguilar shared on behalf of the Bylaws ad hoc group the proposed edits to the Bylaws, including changing the composition of the Nominating Committee and allowing all members, regardless of category, to vote. The changes at this point are proposed, and the group is looking for feedback. The final amendment will be brought to the Board in January for approval, and then sent electronically to the membership for the vote.

#### **2020 Operating Budget**

President-Elect Steve Heide presented to the Board the final 2020 operating budget. Past President Moggia moved to approve the budget as presented, and Director Wakeman seconded. The motion passed unanimously.

#### **2020 Committee Appointments**

President-Elect Heide shared with the Board his committee appointments for 2020, noting that he will make additional appointments for the new Student Engagement Committee.

#### **2020 Meeting Dates**

President-Elect Heide shared with the Board the Board and Executive Committee meeting dates for 2020 through January 2021.

#### **Committee Reports**

#### Administration

Chair Zawadzki reported that the committee is working on a records retention policy as well as the policies resulting from the contract ad hoc group's reports.

#### Career Development

Chair Nomura shared that the test for GFOA to assume administering the CSMFO webinars took place on December 4, and the committee will be bringing a number of contract extensions to the Board in January.

#### Communications

Chair Pimentel thanked the Board for approving support services for the committee.

#### Membership

Chair Castaneda discussed the CSMFO booth, and informed everyone that they are looking for volunteers to staff it.

#### **Professional Standards**

Chair Al-Imam reported that the committee had finished its ninth highlight since March 2019, this one on GFOA best practices. The Committee is continuing to work on a GASB 84 White Paper on California-specific issues related to fiduciary activities.

# Program

Harriet Commons reported that conference schedule is complete and the three full-day preconference sessions are sold out.

#### Recognition

Craig Boyer shared that the committee is reviewing budgets, and will choose Innovation Award winners in early January. The committee is also looking for more budget reviewer volunteers.

#### Technology

Chair Pressey shared that there are currently 84 threads on the Knowledge Base, attesting to the fact that members are starting to utilize this new platform.

# **Chapter Roundtable**

Inland Empire, Orange County, Central Valley, Sacramento and East Bay shared updates.

#### **Director Roundtable**

Directors shared information on the chapter meetings they have attended, and Director Lee shared that the CSMFO app was completed for android phones and waiting on iOS approval.

#### **Officer Reports**

President Aguilar shared that the Executive Committee had discussed the Volunteer of the Year recipient, the Distinguished Service Award, polling software, the Communications Committee's request for additional support and our relationship with other states regarding our webinars. Share also shared that the Strategic Plan for 2020 was drafted and would be shared with the Board at the January meeting. She reminded everyone that annual reports were due on January 15.

Past President Moggia reported that the next bi-monthly chapter chair meeting is scheduled for December 9, 2019.

President Aguilar was thanked for her service as President.

The next meeting will be held on Tuesday, January 28, 2020 at the Disneyland Hotel in Anaheim.

Meeting adjourned at 4:38 p.m.

Respectfully submitted,

Melissa Manchester

#### SUMMARY OF APPROVED MOTIONS

The Board approved the concept of utilizing the remaining dollars in the chapter support budget at year-end to zero out any negative chapter balances, with the consent of the chapter chair.

The Board approved extending Bill Statler's contract with regard to the certification program to March 30, 2020.

The Board approved contracting for additional staff services in support of the Communications Committee.

The Board approved creating a new Student Engagement standing committee.

The Board approved the 2020 operating budget.

	Dec 24, 40	D 24 40	t Chamas	O/ Chamas
ACCETC.	Dec 31, 19	Dec 31, 18	\$ Change	% Change
ASSETS				
Checking (Sovings				
Checking/Savings 1005 · Bank of America				
1050 · Chapter Fund Balances	1 277 70	1 012 00	/E2E 21\	(20 E20/)
1050.10 · Central Coast	1,277.78	1,813.09	(535.31)	(29.53%)
1050.13 · Central Los Angeles	550.74	451.44	99.30	22.0%
1050.06 · Central Valley	367.51	561.05	(193.54)	(34.5%)
1050.11 · Channel Counties	1,611.64	3,032.07	(1,420.43)	(46.85%)
1050.18 · Coachella Valley	(1,835.16)	(2,297.87)	462.71	20.14%
1050.15 · Desert Mountain	(275.00)	(255.00)	(20.00)	(7.84%)
1050.05 · East Bay (SF)	3,042.19	2,468.92	573.27	23.22%
1050.17 · Inland Empire	909.38	7,745.61	(6,836.23)	(88.26%)
1050.08 · Monterey Bay	3,293.39	4,202.74	(909.35)	(21.64%)
1050.03 · North Coast	(664.35)	(899.35)	235.00	26.13%
1050.01 · Northwest Counties	(1,998.57)	0.00	(1,998.57)	(100.0%)
1050.02 · Northeast Counties	(467.10)	22.37	(489.47)	(2,188.06%)
1050.16 · Orange County	10,220.66	7,889.50	2,331.16	29.55%
1050.07 · Peninsula	4,700.26	151.80	4,548.46	2,996.35%
1050.04 · Sacramento Valley	3,010.67	2,678.40	332.27	12.41%
1050.19 · San Diego County	2,449.13	2,413.01	36.12	1.5%
1050.12 · San Gabriel Valley	(1,302.49)	(1,085.49)	(217.00)	(19.99%)
1050.14 · South Bay (LA)	2,624.54	1,251.52	1,373.02	109.71%
1050.09 · South San Joaquin	(336.55)	(563.95)	227.40	40.32%
Total 1050 · Chapter Fund Balances	27,178.67	29,579.86	(2,401.19)	(8.12%)
1005 · Bank of America - Other	1,186,324.46	598,496.47	587,827.99	98.22%
Total 1005 · Bank of America	1,213,503.13	628,076.33	585,426.80	93.21%
1040 · Investments LAIF	654,733.94	836,071.28	(181,337.34)	(21.69%)
Total Checking/Savings	1,868,237.07	1,464,147.61	404,089.46	27.6%
Accounts Receivable				
1100 · Accounts receivable	400.00	170.00	230.00	135.29%
Total Accounts Receivable	400.00	170.00	230.00	135.29%
Other Current Assets				
1080 · Undeposited Funds	(275.00)	0.00	(275.00)	(100.0%)
1090 · Interest Receivable	0.00	5,052.00	(5,052.00)	(100.0%)
1105 · Prepaid Taxes	0.00	9,905.00	(9,905.00)	(100.0%)
1120 · Accounts Receivable- YM	13,145.00	3,373.00	9,772.00	289.71%
1250 · Prepaid Expense - General				
1252 · Prepaid Admin/DataBase Fees	69,031.32	91,799.16	(22,767.84)	(24.8%)
1250 · Prepaid Expense - General - Other	31,794.88	21,591.95	10,202.93	47.25%
Total 1250 · Prepaid Expense - General	100,826.20	113,391.11	(12,564.91)	(11.08%)
1260 · Prepaid Expense Conference	,	,	(,30)	(1.10070)
1261 · Guest Speakers	32,250.00	39,000.00	(6,750.00)	(17.31%)
1262 · Facilities Deposits	33,000.00	191,534.02	(158,534.02)	(82.77%)
1263 · President's Dinner	105.45	6,323.92	(6,218.47)	(98.33%)
1200 · 1 103IdCHt 3 DIIIIICI	103.43	0,323.72	(0,210.47)	(70.3370)

	Dec 31, 19	Dec 31, 18	\$ Change	% Change
1264 · Conference Services	5,807.10	86,365.62	(80,558.52)	(93.28%)
1260 · Prepaid Expense Conference - Other	55,046.87	9,489.87	45,557.00	480.06%
Total 1260 · Prepaid Expense Conference	126,209.42	332,713.43	(206,504.01)	(62.07%)
<b>Total Other Current Assets</b>	239,905.62	464,434.54	(224,528.92)	(48.35%)
<b>Total Current Assets</b>	2,108,542.69	1,928,752.15	179,790.54	9.32%
Other Assets				
1500 · CSMFO/SMA Database AR	58,495.56	54,777.00	3,718.56	6.79%
Total Other Assets	58,495.56	54,777.00	3,718.56	6.79%
TOTAL ASSETS	2,167,038.25	1,983,529.15	183,509.10	9.25%
LIABILITIES & EQUITY			·	
Liabilities				
Current Liabilities				
Accounts Payable				
2000 · Accounts payable	29,382.85	52,728.55	(23,345.70)	(44.28%)
Total Accounts Payable	29,382.85	52,728.55	(23,345.70)	(44.28%)
Other Current Liabilities				
2010 · Deferred Revenue - Conference	1,186,025.00	915,310.00	270,715.00	29.58%
2025 · Deferred Revenue - Magazine Ads	0.00	5,060.00	(5,060.00)	(100.0%)
2030 · Deferred Revenue - Municipal	94,400.00	86,825.00	7,575.00	8.72%
2040 · Deferred Revenue - Commercial	14,700.00	20,900.00	(6,200.00)	(29.67%)
2050 · Deferred Revenue - Other Gov	5,660.00	350.00	5,310.00	1,517.14%
2060 · Deferred Revenue - Retired	480.00	280.00	200.00	71.43%
2070 · Deferred Revenue - Student	0.00	100.00	(100.00)	(100.0%)
<b>Total Other Current Liabilities</b>	1,301,265.00	1,028,825.00	272,440.00	26.48%
Total Current Liabilities	1,330,647.85	1,081,553.55	249,094.30	23.03%
Total Liabilities	1,330,647.85	1,081,553.55	249,094.30	23.03%
Equity				
3102 · Conference reserve	364,860.00	364,860.00	0.00	0.0%
3101 · Operating reserve	144,139.00	144,139.00	0.00	0.0%
3020 · Retained earnings	365,797.93	364,397.42	1,400.51	0.38%
3100 · Net Assets-Chapters	27,178.67	29,581.01	(2,402.34)	(8.12%)
Net Income	(65,585.20)	(1,001.83)	(64,583.37)	(6,446.54%)
Total Equity	836,390.40	901,975.60	(65,585.20)	(7.27%)
TOTAL LIABILITIES & EQUITY	2,167,038.25	1,983,529.15	183,509.10	9.25%

	Total Chapters	Conference	Education	Unclassified	TOTAL
Ordinary Income/Expense					
Income					
4000 · OPERATING REVENUES	0.00	0.00	0.00	455,624.22	455,624.22
Total Income	0.00	0.00	0.00	455,624.22	455,624.22
Gross Profit	0.00	0.00	0.00	455,624.22	455,624.22
Expense					
6100 · OPERATING EXPENSES	60.00	0.00	0.00	587,968.31	588,028.31
6900 · OTHER EXPENSES	0.00	0.00	0.00	34,666.60	34,666.60
9950 · Prior Period Adjustment	130.00	0.00	0.00	(550.00)	(420.00)
Total Expense	190.00	0.00	0.00	622,084.91	622,274.91
Net Ordinary Income	(190.00)	0.00	0.00	(166,460.69)	(166,650.69)
Other Income/Expense					
Other Income					
4501 · Chapter Income	93,167.00	0.00	0.00	0.00	93,167.00
4500 · PROGRAM REVENUES	0.00	1,058,197.58	88,167.50	0.00	1,146,365.08
8999 · YM Import Items	0.00	0.00	0.00	0.00	0.00
Total Other Income	93,167.00	1,058,197.58	88,167.50	0.00	1,239,532.08
Other Expense					
6401 · Chapter Expenses	95,378.19	0.00	0.00	0.00	95,378.19
6400 · PROGRAM EXPENSES	0.00	991,157.59	51,930.81	0.00	1,043,088.40
Total Other Expense	95,378.19	991,157.59	51,930.81	0.00	1,138,466.59
Net Other Income	(2,211.19)	67,039.99	36,236.69	0.00	101,065.49
Net Income	(2,401.19)	67,039.99	36,236.69	(166,460.69)	(65,585.20)

•	Dec 19	Jan - Dec 19	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Ordinary Income/Expense						
Income						
4000 · OPERATING REVENUES						
Total 4100 · Membership Dues	0.00	260,000.00	250,600.00	9,400.00	103.75%	250,600.00
4200 · Interest Income	309.88	17,329.22	15,000.00	2,329.22	115.53%	15,000.00
4302 · Magazine Advertising	0.00	13,395.00	5,000.00	8,395.00	267.9%	5,000.00
4303 · Job Board Post - Member	8,275.00	146,700.00	139,000.00	7,700.00	105.54%	139,000.00
4490 · Budget/CAFR Fees	150.00	18,200.00	19,850.00	(1,650.00)	91.69%	19,850.00
Total 4000 · OPERATING REVENUES	8,734.88	455,624.22	429,450.00	26,174.22	106.1%	429,450.00
Total Income	8,734.88	455,624.22	429,450.00	26,174.22	106.1%	429,450.00
Gross Profit	8,734.88	455,624.22	429,450.00	26,174.22	106.1%	429,450.00
Expense						
6100 · OPERATING EXPENSES						
6105 · Marketing/Membership	0.00	14,462.81	6,650.00	7,812.81	217.49%	6,650.00
6106 · Storage Expense	54.74	944.29	850.00	94.29	111.09%	850.00
6110 · President's Expense	71.73	4,653.10	10,400.00	(5,746.90)	44.74%	10,400.00
6115 · Board of Directors	0.00	17,453.07	7,100.00	10,353.07	245.82%	7,100.00
6120 · Committee/Chapter Support	1,500.00	10,764.94	56,000.00	(45,235.06)	19.22%	56,000.00
6125 · Board Planning Session-Retreat	2,500.00	49,604.05	45,500.00	4,104.05	109.02%	45,500.00
6140 · Management Services	43,343.36	274,557.46	270,543.00	4,014.46	101.48%	270,543.00
6150 · Office Supplies	0.00	67.55	300.00	(232.45)	22.52%	300.00
6155 · Merchant Fees/Bank Chgs.	11,503.44	54,738.91	35,000.00	19,738.91	156.4%	35,000.00
6160 · Awards	0.00	4,694.25	5,000.00	(305.75)	93.89%	5,000.00
6165 · Printing	15.16	15,295.06	10,000.00	5,295.06	152.95%	10,000.00
6170 · Magazine	0.00	7,123.00	15,000.00	(7,877.00)	47.49%	15,000.00
6175 · Postage	69.27	2,292.40	4,000.00	(1,707.60)	57.31%	4,000.00
6185 · Telephone/Bridge Calls	55.22	907.22	2,100.00	(1,192.78)	43.2%	2,100.00
6190 · Web and Technology	894.98	34,245.87	25,000.00	9,245.87	136.98%	25,000.00
6200 · Travel/Staff Expenses	0.00	2,145.17	5,000.00	(2,854.83)	42.9%	5,000.00
6220 · Audit & Tax Filing	0.00	9,570.00	9,000.00	570.00	106.33%	9,000.00
6230 · Insurance	0.00	1,769.00	2,000.00	(231.00)	88.45%	2,000.00
6240 · Taxes	2,871.00	30,490.00	30,000.00	490.00	101.63%	30,000.00
6255 · GFOA Reception	0.00	52,250.16	25,000.00	27,250.16	209.0%	25,000.00
6260 · Donations	0.00	0.00	0.00	0.00	0.0%	0.00
Total 6100 · OPERATING EXPENSES	62,878.90	588,028.31	564,443.00	23,585.31	104.18%	564,443.00
6900 · OTHER EXPENSES						
6970 · One-Time Budgeted Expenses	6,336.25	34,666.60	30,840.00	3,826.60	112.41%	30,840.00
Total 6900 · OTHER EXPENSES	6,336.25	34,666.60	30,840.00	3,826.60	112.41%	30,840.00
9950 · Prior Period Adjustment	0.00	(420.00)	0.00	(420.00)	100.0%	0.00
Total Expense	69,215.15	622,274.91	595,283.00	26,991.91	104.53%	595,283.00
Net Ordinary Income	(60,480.27)	(166,650.69)	(165,833.00)	(817.69)	100.49%	(165,833.00)
Other Income/Expense						
Other Income						
4501 · Chapter Income	6,620.00	93,167.00	100,000.00	(6,833.00)	93.17%	100,000.00
4500 · PROGRAM REVENUES						

	Dec 19	Jan - Dec 19	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
8000 · Conference Revenue	0.00	1,058,197.58	1,020,104.00	38,093.58	103.73%	1,020,104.00
4503 · Contributions and Donations	0.00	0.00	0.00	0.00	0.0%	0.00
4504 · Education income						
4505 · Webinar	0.00	10,175.00	0.00	10,175.00	100.0%	0.00
4520 · Weekend Training	0.00	15,230.00	20,100.00	(4,870.00)	75.77%	20,100.00
4540 · Fundamentals of Rates, Fees	0.00	6,750.00				
4570 · Intro to Government	(75.00)	19,762.50	13,125.00	6,637.50	150.57%	13,125.00
4580 · Presentation/Fiscal Policy	0.00	0.00	3,900.00	(3,900.00)	0.0%	3,900.00
4590 · Intermediate Government Acct	1,050.00	28,500.00	39,900.00	(11,400.00)	71.43%	39,900.00
4594 · CMTA/CSMFO Course	0.00	3,750.00	3,000.00	750.00	125.0%	3,000.00
4595 · Revenue Fundamentals	0.00	0.00	6,000.00	(6,000.00)	0.0%	6,000.00
4596 · Revenue Fundamentals II	0.00	0.00	6,000.00	(6,000.00)	0.0%	6,000.00
4597 · Developing Supervisory Skills	0.00	4,000.00	10,000.00	(6,000.00)	40.0%	10,000.00
4598 · Leadership Skills	0.00	0.00	10,000.00	(10,000.00)	0.0%	10,000.00
Total 4504 · Education income	975.00	88,167.50	112,025.00	(23,857.50)	78.7%	112,025.00
Total 4500 · PROGRAM REVENUES	975.00	1,146,365.08	1,132,129.00	14,236.08	101.26%	1,132,129.00
8999 · YM Import Items	0.00	0.00	0.00	0.00	0.0%	0.00
Total Other Income	7,595.00	1,239,532.08	1,232,129.00	7,403.08	100.6%	1,232,129.00
Other Expense						
6401 · Chapter Expenses	22,829.82	95,378.19	100,000.00	(4,621.81)	95.38%	100,000.00
6400 · PROGRAM EXPENSES						
9000 · Conference Expenses	0.00	991,157.59	1,044,698.00	(53,540.41)	94.88%	1,044,698.00
6404 · Education Expenses						
6420 · Weekend Training	40.00	40.00	25,000.00	(24,960.00)	0.16%	25,000.00
6430 · Intro to Government	0.00	14,685.71	14,875.00	(189.29)	98.73%	14,875.00
6445 · Fundamentals of Rates Expense	0.00	1,127.00				
6450 · Presentation/Fiscal Policy	0.00	0.00	4,630.00	(4,630.00)	0.0%	4,630.00
6480 · Intermediate Governmental Acct.	931.31	25,624.67	33,970.00	(8,345.33)	75.43%	33,970.00
6594 · CMTA/CSMFO Course Exp	0.00	493.80	1,900.00	(1,406.20)	25.99%	1,900.00
6595 · Revenue Fundamental Expense	0.00	583.57	6,000.00	(5,416.43)	9.73%	6,000.00
6596 · Revenue Fundamental Expense II	0.00	3,200.00	6,000.00	(2,800.00)	53.33%	6,000.00
6597 · Developing Supervisory Skills	0.00	360.00	12,350.00	(11,990.00)	2.92%	12,350.00
6598 · Leadership Skills	0.00	5,816.06	12,350.00	(6,533.94)	47.09%	12,350.00
Total 6404 · Education Expenses	971.31	51,930.81	117,075.00	(65,144.19)	44.36%	117,075.00
Total 6400 · PROGRAM EXPENSES	971.31	1,043,088.40	1,161,773.00	(118,684.60)	89.78%	1,161,773.00
Total Other Expense	23,801.13	1,138,466.59	1,261,773.00	(123,306.41)	90.23%	1,261,773.00
Net Other Income	(16,206.13)	101,065.49	(29,644.00)	130,709.49	(340.93%)	(29,644.00)
Net Income	(76,686.40)	(65,585.20)	(195,477.00)	129,891.80	33.55%	(195,477.00)

	Jan - Dec 19	Jan - Dec 18	\$ Change
Ordinary Income/Expense			
Income			
4000 · OPERATING REVENUES			
4100 · Membership Dues			
4110 · Dues - Municipal	196,550.00	161,175.00	35,375.00
4115 · Dues NewMem-Municipal	0.00	26,230.00	(26,230.00)
4120 · Dues - Other Gov	4,050.00	1,250.00	2,800.00
4125 · Dues NewMem-OtherGov	0.00	850.00	(850.00)
4130 · Dues - Commercial	58,080.00	44,880.00	13,200.00
4135 · Dues NewMem-Commercial	0.00	11,880.00	(11,880.00)
4140 · Dues - Retired	1,160.00	1,320.00	(160.00)
4150 · Dues - Education	160.00	120.00	40.00
4155 · Dues NewMem-Education	0.00	20.00	(20.00)
Total 4100 · Membership Dues	260,000.00	247,725.00	12,275.00
4200 · Interest Income	17,329.22	26,040.73	(8,711.51)
4302 · Magazine Advertising	13,395.00	8,027.50	5,367.50
4303 · Job Board Post - Member	146,700.00	130,715.00	15,985.00
4470 · Miscellanous Income	0.00	0.50	(0.50)
4490 · Budget/CAFR Fees	18,200.00	16,700.00	1,500.00
Total 4000 · OPERATING REVENUES	455,624.22	429,208.73	26,415.49
Total Income	455,624.22	429,208.73	26,415.49
Gross Profit	455,624.22	429,208.73	26,415.49
Expense			
6100 · OPERATING EXPENSES			
6105 · Marketing/Membership	14,462.81	5,233.24	9,229.57
6106 · Storage Expense	944.29	856.24	88.05
6110 · President's Expense	4,653.10	3,659.90	993.20
6115 · Board of Directors	17,453.07	4,369.93	13,083.14
6120 · Committee/Chapter Support	10,764.94	10,000.34	764.60
6125 · Board Planning Session-Retreat	49,604.05	41,325.42	8,278.63
6140 · Management Services	274,557.46	270,817.84	3,739.62
6150 · Office Supplies	67.55	288.65	(221.10)
6155 · Merchant Fees/Bank Chgs.	54,738.91	20,395.63	34,343.28
6160 · Awards	4,694.25	4,572.49	121.76
6165 · Printing	15,295.06	12,209.57	3,085.49
6170 · Magazine	7,123.00	15,790.27	(8,667.27)
6175 · Postage	2,292.40	1,689.59	602.81
6185 · Telephone/Bridge Calls	907.22	1,578.24	(671.02)
6190 · Web and Technology	34,245.87	13,050.30	21,195.57
6200 · Travel/Staff Expenses	2,145.17	3,434.20	(1,289.03)
6220 · Audit & Tax Filing	9,570.00	9,000.00	570.00
6230 · Insurance	1,769.00	1,219.00	550.00
6240 · Taxes	30,490.00	36,064.13	(5,574.13)
6255 · GFOA Reception	52,250.16	20,389.53	31,860.63

	Jan - Dec 19	Jan - Dec 18	\$ Change
Total 6100 · OPERATING EXPENSES	588,028.31	475,944.51	112,083.80
6900 · OTHER EXPENSES	34,666.60	0.00	34,666.60
9950 · Prior Period Adjustment	(420.00)	6,220.22	(6,640.22)
Total Expense	622,274.91	482,164.73	140,110.18
Net Ordinary Income	(166,650.69)	(52,956.00)	(113,694.69)
Other Income/Expense			
Other Income			
4501 · Chapter Income			
4501.02 · Northeast Counties	0.00	500.00	(500.00)
4501.03 · North Coast	925.00	840.00	85.00
4501.04 · Sacramento Valley	1,620.00	2,280.00	(660.00)
4501.05 · East Bay (SF)	6,890.00	6,521.00	369.00
4501.06 · Central Valley	2,247.00	1,837.00	410.00
4501.07 · Peninsula	6,065.00	7,760.00	(1,695.00)
4501.08 ⋅ Monterey Bay	6,700.00	8,495.00	(1,795.00)
4501.09 · South San Joaquin	4,010.00	2,430.00	1,580.00
4501.10 · Central Coast	880.00	1,435.00	(555.00)
4501.11 · Channel Counties	5,090.00	6,355.00	(1,265.00)
4501.12 · San Gabriel Valley	6,090.00	7,200.00	(1,110.00)
4501.13 · Central Los Angeles	2,275.00	480.00	1,795.00
4501.14 · South Bay (LA)	7,245.00	9,890.00	(2,645.00)
4501.15 · Desert Mountain	0.00	285.00	(285.00)
4501.16 · Orange County	16,740.00	18,970.00	(2,230.00)
4501.17 · Inland Empire	15,860.00	26,770.00	(10,910.00)
4501.18 · Coachella Valley	3,450.00	3,255.00	195.00
4501.19 · San Diego County	7,080.00	7,130.00	(50.00)
Total 4501 · Chapter Income	93,167.00	112,433.00	(19,266.00)
4500 · PROGRAM REVENUES			
8000 · Conference Revenue			
8100 · Government Registrations			
8105 · Govt Non-Memb Full Early	0.00	7,980.00	(7,980.00)
8106 · Govt Non-Memb-Full Regular	0.00	8,120.00	(8,120.00)
8108 · Govt Non-Memb Daily Early	0.00	2,475.00	(2,475.00)
8109 · Govt Non-Memb-Daily-Regular	0.00	3,730.00	(3,730.00)
8110 · Govt Memb - Full Conf-Early	585.00	216,690.00	(216,105.00)
8115 · Conf-Gov-Full-Norm-Mem	316,045.00	27,280.00	288,765.00
8120 · Govt Memb Daily-Early	0.00	4,500.00	(4,500.00)
8125 · Govt Memb-Daily Regular	8,100.00	3,925.00	4,175.00
8150 · Govt Non-Memb Full Onsite	0.00	1,330.00	(1,330.00)
8155 · Govt Memb-Full Regular	0.00	4,725.00	(4,725.00)
Total 8100 · Government Registrations	324,730.00	280,755.00	43,975.00
8200 · Commercial Registrations			
8225 · Conf-Com-Exhibitor-Addn Full	39,935.00	75,675.00	(35,740.00)
8227 · Conf-Com-Exhibitor Daily	5,355.00	0.00	5,355.00

	Jan - Dec 19	Jan - Dec 18	\$ Change
8230 · Comm Non-Memb-Full-Early	0.00	21,040.00	(21,040.00)
8231 · Comm Non-Memb-Full-Reg	0.00	0.00	0.00
8235 · Comm Memb-Full-Early	48,655.00	14,145.00	34,510.00
8236 · Comm Memb-Full-Regular	0.00	2,700.00	(2,700.00)
8245 · Comm Memb-Daily-Early	6,515.00	13,445.00	(6,930.00)
8250 · Comm-Memb Daily-Regular	0.00	1,275.00	(1,275.00)
8260 · Comm Non-Memb Daily Early	0.00	3,870.00	(3,870.00)
8265 · Comm Non-Memb Daily Regular	0.00	2,880.00	(2,880.00)
Total 8200 · Commercial Registrations	100,460.00	135,030.00	(34,570.00)
8300 · Pre-Conference Registrations			
8376 · PreConference-Session D	0.00	0.00	0.00
8371 · PreConference-SessionA	6,300.00	4,450.00	1,850.00
8373 · PreConference-Session B	8,550.00	5,400.00	3,150.00
8375 · PreConference-Session C	6,450.00	5,550.00	900.00
Total 8300 · Pre-Conference Registrations	21,300.00	15,400.00	5,900.00
8500 · Extra Meals			
8565 · Hosted Evening Event	2,645.00	2,875.00	(230.00)
Total 8500 · Extra Meals	2,645.00	2,875.00	(230.00)
8600 · Event Registrations			
8610 · Golf	11,155.00	7,560.00	3,595.00
8630 · Tennis	2,070.00	1,440.00	630.00
8600 · Event Registrations - Other	0.00	0.00	0.00
Total 8600 · Event Registrations	13,225.00	9,000.00	4,225.00
8700 · Exhibitors Fees			
8702 · Featured Exhibitor/Sponsor	25,000.00	0.00	25,000.00
8703 · Sapphire Exhibitor	112,000.00	15,000.00	97,000.00
8705 · Platinum Package	0.00	72,000.00	(72,000.00)
8715 · Gold Package	292,000.00	69,500.00	222,500.00
8725 · Silver Package	48,000.00	139,000.00	(91,000.00)
8735 · Diamond Package	60,000.00	40,000.00	20,000.00
8736 · Top Sponsor	0.00	75,000.00	(75,000.00)
8740 · Bronze Package	0.00	41,070.00	(41,070.00)
Total 8700 · Exhibitors Fees	537,000.00	451,570.00	85,430.00
8800 · Sponsorships			
8830 · Non-Exhibitor Sponsor 8830	16,000.00	0.00	16,000.00
8860 · Non-Booth Silver	0.00	2,000.00	(2,000.00)
8870 · President's Dinner Sponsorship	18,000.00	5,000.00	13,000.00
8872 · Additional Sponsorship Monies	0.00	4,800.00	(4,800.00)
Total 8800 · Sponsorships	34,000.00	11,800.00	22,200.00
8900 · Conference Miscellaneous	24,837.58	4,610.36	20,227.22
Total 8000 · Conference Revenue	1,058,197.58	911,040.36	147,157.22
4503 · Contributions and Donations			
4503 · Contributions and Donations - Other	0.00	0.00	0.00
Total 4503 · Contributions and Donations	0.00	0.00	0.00

	Jan - Dec 19	Jan - Dec 18	\$ Change
4504 · Education income			
4505 · Webinar	10,175.00	4,600.00	5,575.00
4520 · Weekend Training	15,230.00	18,725.00	(3,495.00)
4540 · Fundamentals of Rates, Fees	6,750.00	0.00	6,750.00
4570 · Intro to Government	19,762.50	14,100.00	5,662.50
4580 · Presentation/Fiscal Policy	0.00	3,300.00	(3,300.00)
4590 · Intermediate Government Acct	28,500.00	20,250.00	8,250.00
4594 · CMTA/CSMFO Course	3,750.00	1,725.00	2,025.00
4595 · Revenue Fundamentals	0.00	6,150.00	(6,150.00)
4596 · Revenue Fundamentals II	0.00	0.00	0.00
4597 · Developing Supervisory Skills	4,000.00	5,400.00	(1,400.00)
Total 4504 · Education income	88,167.50	74,250.00	13,917.50
Total 4500 · PROGRAM REVENUES	1,146,365.08	985,290.36	161,074.72
8999 · YM Import Items	0.00	0.00	0.00
Total Other Income	1,239,532.08	1,097,723.36	141,808.72
Other Expense			
6401 · Chapter Expenses			
6401.79 · Current Year Chapter Expenses			
6401.01 · Northwest Counties	1,998.57	0.00	1,998.57
6401.02 · Northeast Counties	489.47	477.63	11.84
6401.03 · North Coast	690.00	2,009.35	(1,319.35)
6401.04 · Sacramento Valley	1,227.73	2,332.51	(1,104.78)
6401.05 · East Bay (SF)	6,316.73	7,627.59	(1,310.86)
6401.06 · Central Valley	2,440.54	2,028.76	411.78
6401.07 · Peninsula	1,516.54	6,884.04	(5,367.50)
6401.08 · Monterey Bay	7,609.35	8,342.01	(732.66)
6401.09 · South San Joaquin	3,782.60	4,058.20	(275.60)
6401.10 · Central Coast	1,415.31	1,103.12	312.19
6401.11 · Channel Counties	6,510.43	7,346.58	(836.15)
6401.12 · San Gabriel Valley	6,227.00	7,509.62	(1,282.62)
6401.13 · Central Los Angeles	2,175.70	1,348.64	827.06
6401.14 · South Bay (LA)	5,871.98	7,955.21	(2,083.23)
6401.15 · Desert Mountain	0.00	600.00	(600.00)
6401.16 · Orange County	14,408.84	18,747.31	(4,338.47)
6401.17 · Inland Empire	22,696.23	30,429.95	(7,733.72)
6401.18 · Coachella Valley	2,987.29	6,432.66	(3,445.37)
6401.19 · San Diego County	7,013.88	6,449.22	564.66
Total 6401.79 · Current Year Chapter Expenses	95,378.19	121,682.40	(26,304.21)
6401.89 · Prior Year Chapter Income/Expen	0.00	945.00	(945.00)
6401 · Chapter Expenses - Other	0.00	0.00	0.00
Total 6401 · Chapter Expenses	95,378.19	122,627.40	(27,249.21)
6400 · PROGRAM EXPENSES	• • • • • •	• •	
9000 · Conference Expenses			
9100 · Food & Beverage	275,019.38	257,485.17	17,534.21
7.50 1.500 a 5015.ago	270,017.00	207,100.17	17,007.21

	Jan - Dec 19	Jan - Dec 18	\$ Change
9200 · President's Dinners	37,582.18	34,334.45	3,247.73
9300 · Hosted Event	158,166.28	124,567.48	33,598.80
9400 · Meetings and Training	69,130.05	63,990.13	5,139.92
9450 · Comps	19,417.40	12,608.78	6,808.62
9475 · Meetings	194,759.62	118,731.92	76,027.70
9490 · Pre-Conference Workshop	7,793.19	9,165.36	(1,372.17)
9500 · Exhibits	29,601.81	21,611.40	7,990.41
9600 · Entertainment/Gifts	52,621.28	45,727.22	6,894.06
9700 · Other Activities	10,607.92	7,991.93	2,615.99
9800 · Administration - Conference			
9805 · Conference Marketing	7,026.33	5,000.00	2,026.33
9810 · Conference Contract Services	75,824.68	68,723.76	7,100.92
9815 · Printing/Copy/Conference Media	10,784.00	17,820.85	(7,036.85)
9818 · Office/Telephones/Printer	0.00	0.00	0.00
9820 · President Expenses	452.72	622.54	(169.82)
9831 · Supplies-Badges-Ribbons-Etc	965.79	740.23	225.56
9840 · Postage & Shipping	2,344.71	985.11	1,359.60
9845 · Speaker Packets	0.00	0.00	0.00
9875 · Signage	1,654.52	821.76	832.76
9880 · Bank Merchant Fees	0.00	29,877.67	(29,877.67)
9890 · Conference Committee Expenses	14,619.99	11,606.25	3,013.74
9895 · Staff Exp Inc. Lodging & Travel	22,785.74	11,617.44	11,168.30
9800 $\cdot$ Administration - Conference - Other	0.00	0.00	0.00
Total 9800 · Administration - Conference	136,458.48	147,815.61	(11,357.13)
9000 · Conference Expenses - Other	0.00	4,500.00	(4,500.00)
<b>Total 9000 · Conference Expenses</b>	991,157.59	848,529.45	142,628.14
6404 · Education Expenses			
6420 · Weekend Training	40.00	20,612.44	(20,572.44)
6430 · Intro to Government	14,685.71	12,640.73	2,044.98
6445 · Fundamentals of Rates Expense	1,127.00	0.00	1,127.00
6450 · Presentation/Fiscal Policy	0.00	6,521.81	(6,521.81)
6480 · Intermediate Governmental Acct.	25,624.67	22,069.64	3,555.03
6594 · CMTA/CSMFO Course Exp	493.80	882.62	(388.82)
6595 · Revenue Fundamental Expense	583.57	819.00	(235.43)
6596 · Revenue Fundamental Expense II	3,200.00	0.00	3,200.00
6597 · Developing Supervisory Skills	360.00	11,066.10	(10,706.10)
6598 · Leadership Skills	5,816.06	0.00	5,816.06
Total 6404 · Education Expenses	51,930.81	74,612.34	(22,681.53)
Total 6400 · PROGRAM EXPENSES	1,043,088.40	923,141.79	119,946.61
Total Other Expense	1,138,466.59	1,045,769.19	92,697.40
Net Other Income	101,065.49	51,954.17	49,111.32
Net Income	(65,585.20)	(1,001.83)	(64,583.37)

	Central Coast	Central Los Angeles	Central Valley	Channel Counties	Coachella Valley	Desert Mountain	East Bay	Inland Empire	Monterey Bay
	(Chapters)	(Chapters)	(Chapters)	(Chapters)	(Chapters)	(Chapters)	(Chapters)	(Chapters)	(Chapters)
Ordinary Income/Expense									
Income									
4000 · OPERATING REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gross Profit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expense									
6100 · OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6900 · OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9950 · Prior Period Adjustment	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00
Total Expense	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00
Net Ordinary Income	0.00	0.00	0.00	0.00	0.00	(20.00)	0.00	0.00	0.00
Other Income/Expense									
Other Income									
4501 · Chapter Income	880.00	2,275.00	2,247.00	5,090.00	3,450.00	0.00	6,890.00	15,860.00	6,700.00
4500 · PROGRAM REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8999 · YM Import Items	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Income	880.00	2,275.00	2,247.00	5,090.00	3,450.00	0.00	6,890.00	15,860.00	6,700.00
Other Expense									
6401 · Chapter Expenses	1,415.31	2,175.70	2,440.54	6,510.43	2,987.29	0.00	6,316.73	22,696.23	7,609.35
6400 · PROGRAM EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Expense	1,415.31	2,175.70	2,440.54	6,510.43	2,987.29	0.00	6,316.73	22,696.23	7,609.35
Net Other Income	(535.31)	99.30	(193.54)	(1,420.43)	462.71	0.00	573.27	(6,836.23)	(909.35)
Net Income	(535.31)	99.30	(193.54)	(1,420.43)	462.71	(20.00)	573.27	(6,836.23)	(909.35)

	North Coast	NorthEast	NorthWest	Orange County	Peninsula	Sacramento Valley	San Diego	San Gabriel Valley	South San Joaquin Valley
	(Chapters)	(Chapters)	(Chapters)	(Chapters)	(Chapters)	(Chapters)	(Chapters)	(Chapters)	(Chapters)
Ordinary Income/Expense									
Income									
4000 · OPERATING REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gross Profit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expense									
6100 · OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	60.00	0.00	0.00	0.00
6900 · OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9950 · Prior Period Adjustment	0.00	0.00	0.00	0.00	0.00	0.00	30.00	80.00	0.00
Total Expense	0.00	0.00	0.00	0.00	0.00	60.00	30.00	80.00	0.00
Net Ordinary Income	0.00	0.00	0.00	0.00	0.00	(60.00)	(30.00)	(80.00)	0.00
Other Income/Expense									
Other Income									
4501 · Chapter Income	925.00	0.00	0.00	16,740.00	6,065.00	1,620.00	7,080.00	6,090.00	4,010.00
4500 · PROGRAM REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8999 · YM Import Items	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Income	925.00	0.00	0.00	16,740.00	6,065.00	1,620.00	7,080.00	6,090.00	4,010.00
Other Expense									
6401 · Chapter Expenses	690.00	489.47	1,998.57	14,408.84	1,516.54	1,227.73	7,013.88	6,227.00	3,782.60
6400 · PROGRAM EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Expense	690.00	489.47	1,998.57	14,408.84	1,516.54	1,227.73	7,013.88	6,227.00	3,782.60
Net Other Income	235.00	(489.47)	(1,998.57)	2,331.16	4,548.46	392.27	66.12	(137.00)	227.40
Net Income	235.00	(489.47)	(1,998.57)	2,331.16	4,548.46	332.27	36.12	(217.00)	227.40

# SouthBay (LA)

_	(Chapters)	<b>Total Chapters</b>
Ordinary Income/Expense		
Income		
4000 · OPERATING REVENUES	0.00	0.00
Total Income	0.00	0.00
Gross Profit	0.00	0.00
Expense		
6100 · OPERATING EXPENSES	0.00	60.00
6900 · OTHER EXPENSES	0.00	0.00
9950 · Prior Period Adjustment	0.00	130.00
Total Expense	0.00	190.00
Net Ordinary Income	0.00	(190.00)
Other Income/Expense		
Other Income		
4501 · Chapter Income	7,245.00	93,167.00
4500 · PROGRAM REVENUES	0.00	0.00
8999 · YM Import Items	0.00	0.00
Total Other Income	7,245.00	93,167.00
Other Expense		
6401 · Chapter Expenses	5,871.98	95,378.19
6400 · PROGRAM EXPENSES	0.00	0.00
Total Other Expense	5,871.98	95,378.19
Net Other Income	1,373.02	(2,211.19)
Net Income	1,373.02	(2,401.19)

	Туре	Num	Date	Name	Account	Paid Amount
	Check		12/02/2019	Merchant Service	1005 · Bank of America	
TOTAL					6155 · Merchant Fees/Bank Chgs.	(10,804.71) (10,804.71)
	Check	EFT	12/16/2019	Account Analysis Fee	1005 · Bank of America	
TOTAL					6155 · Merchant Fees/Bank Chgs.	(101.58) (101.58)
	Check	EFT	12/19/2019	Franchise Tax Board	1005 · Bank of America	
TOTAL					6242 · Current Year Taxes	(2,871.00) (2,871.00)
	Check	6272	12/06/2019	City of Stockton	1005 · Bank of America	
TOTAL	Credit Memo	YM30000352:	11/27/2019		4110 · Dues - Municipal	(35.00)
	Check	6273	12/06/2019	City of Goleta	1005 · Bank of America	
TOTAL	Credit Memo	YM20000581;	12/03/2019		8110 · Govt Memb · Full Conf-Early	(425.00) (425.00)
	Check	6274	12/09/2019	City of Tracy	1005 · Bank of America	
TOTAL	Payment	138205	12/09/2019	City of Tracy	1100 · Accounts receivable	(35.00)
	Check	6275	12/09/2019	City of Tracy	1005 · Bank of America	
TOTAL	Payment	138205	12/09/2019	City of Tracy	1100 · Accounts receivable	(35.00)
	Bill Pmt -Check	6276	12/11/2019	Alvertina Rivera {v}	1005 · Bank of America	
TOTAL	Bill		12/06/2019		6401.11 · Channel Counties	(250.00)
	Bill Pmt -Check	6277	12/11/2019	Appcellence LLC	1005 · Bank of America	
TOTAL	Bill	542	12/06/2019		6970 · One-Time Budgeted Expenses	(2,500.00)
	Bill Pmt -Check	6278	12/11/2019	City of Manteca [v]	1005 · Bank of America	
TOTAL	Bill	2020-000000	12/06/2019		6401.06 · Central Valley	(649.53) (649.53)

	Туре	Num	Date	Name	Account	Paid Amount
	Bill Pmt -Check	6279	12/11/2019	Derek Rampone (v)	1005 · Bank of America	
	Bill		12/06/2019		6401.07 · Peninsula	(113.60)
TOTAL					•	(113.60)
	Bill Pmt -Check	6280	12/11/2019	Elise Boggs Consulting	1005 · Bank of America	
	Bill	120619	12/06/2019		6401.16 · Orange County	(500.00)
TOTAL					•	(500.00)
	Bill Pmt -Check	6281	12/11/2019	Higher Logic, LLC	1005 · Bank of America	
	Bill	INV021092	12/06/2019		1250 · Prepaid Expense - General	(12,000.00)
TOTAL					•	(12,000.00)
	Bill Pmt -Check	6282	12/11/2019	Mark Uribe [v]	1005 · Bank of America	
	Bill		12/06/2019		6420 · Weekend Training	(40.00)
TOTAL					•	(40.00)
	Bill Pmt -Check	6283	12/11/2019	Messina and Associate	: 1005 · Bank of America	
	Bill	#2 CSMFO	12/06/2019		6125 · Board Planning Session-Retrea	(2,500.00)
TOTAL						(2,500.00)
	Bill Pmt -Check	6284	12/11/2019	Neil Kupchin [v]	1005 · Bank of America	
	Bill		12/10/2019		6401.05 · East Bay (SF)	(1,221.96)
TOTAL						(1,221.96)
	Bill Pmt -Check	6285	12/11/2019	Rich Lee [v]	1005 · Bank of America	
	Bill		12/10/2019		6401.08 · Monterey Bay	(127.80)
TOT41					6401.02 · Northeast Counties	(195.72)
TOTAL						(323.52)
	Bill Pmt -Check	6286	12/11/2019	Smith Moore and Asso	(1005 · Bank of America	
	Bill	20190583	12/06/2019		6143 · Management Services	(11,685.66)
					2003 · A/P Other- SMA Conference	(3,490.52)
					6195 · Web Site Hosting Fee 1500 · CSMFO/SMA Database AR	(659.62) (272.54)
TOTAL					·	(16,108.34)
	Bill Pmt -Check	6287	12/11/2019	StateFarm	1005 · Bank of America	
	Bill		12/06/2019		6480 · Intermediate Governmental Ad	(149.78)
TOTAL					•	(149.78)

	Туре	Num	Date	Name	Account	Paid Amount
	Bill Pmt -Check	6288	12/11/2019	Angela Saccareccia (v)	1005 · Bank of America	
	Bill		12/11/2019		6401.11 · Channel Counties	(1,358.88)
TOTAL					•	(1,358.88)
	Bill Pmt -Check	6289	12/11/2019	City of El Segundo [v]	1005 · Bank of America	
				,		
TOTAL						0.00
	Bill Pmt -Check	6290	12/11/2019	Gary Greeno	1005 · Bank of America	
	Bill		12/12/2019		6401.00 South San Jacquin	(907.69)
TOTAL	DIII		12/12/2019		6401.09 · South San Joaquin	(807.68)
	Bill Pmt -Check	6291	12/11/2019	Michelle Collett [v]	1005 · Bank of America	
	Bill		12/11/2019		6401.19 · San Diego County	(33.40)
TOTAL						(33.40)
	Bill Pmt -Check	6292	12/11/2019	Pacific Storage Compa	1005 · Bank of America	
	D'II	4407007	40/44/0040		(40)	(54.74)
TOTAL	Bill	4186286	12/11/2019		6106 · Storage Expense ■	(54.74)
						, ,
	Bill Pmt -Check	6293	12/11/2019	Sierra Office Supply &	1005 · Bank of America	
	Bill		12/10/2019		1263 · President's Dinner	(82.50)
TOTAL					•	(82.50)
	Bill Pmt -Check	6294	12/11/2019	William C. Statler {v}	1005 · Bank of America	
		_				
TOTAL	Bill	Progress #6	12/11/2019		6970 · One-Time Budgeted Expenses	(3,836.25)
						(0,000.20)
	Bill Pmt -Check	6295	12/11/2019	Karla Romero (v)	1005 · Bank of America	
	Bill		12/11/2019		6401.18 · Coachella Valley	(153.52)
TOTAL					•	(153.52)
	Bill Pmt -Check	6296	12/12/2019	City of El Segundo [v]	1005 · Bank of America	
TOTAL	Bill		12/12/2019		6401.14 · South Bay (LA)	(1,338.98)
TOTAL						(1,330.70)
	Bill Pmt -Check	6297	12/18/2019	City of Red Bluff [v]	1005 · Bank of America	
	Bill		12/18/2019		6401.02 · Northeast Counties	(293.75)
TOTAL					•	(293.75)
	Bill Pmt -Check	6299	12/18/2019	Sierra Office Supply &	1005 ⋅ Bank of America	

	Туре	Num	Date	Name	Account	Paid Amount
	Bill		12/18/2019		6480 · Intermediate Governmental Ac	(781.53)
TOTAL					•	(781.53)
	Bill Pmt -Check	6300	12/18/2019 S	mith Moore and Assoc	1005 · Bank of America	
	Bill	20190618	12/13/2019		9599 · Exhibits-Other	(1,701.45)
					9599 · Exhibits-Other	(1,625.58)
					6401.09 · South San Joaquin	(1,036.32)
					6192 ⋅ Web site	(84.99)
					6401.13 · Central Los Angeles	(976.47)
					6401.19 · San Diego County	(2,000.00)
					6175 · Postage	(20.37)
					6175 · Postage	(20.80)
					9895 · Staff Exp Inc. Lodging & Trave	(549.96)
					6110 · President's Expense	(20.75)
					6110 · President's Expense	(20.98)
					6110 · President's Expense	(30.00)
					6175 · Postage	(12.65)
					9895 · Staff Exp Inc. Lodging & Trave	(549.96)
					9895 · Staff Exp Inc. Lodging & Trave	(241.96)
					6175 · Postage	(15.45)
					6165 · Printing	(15.16)
					6185 · Telephone/Bridge Calls	(55.22)
					6401.19 · San Diego County	(1,056.33)
					6401.17 · Inland Empire	(5,456.39)
					6192 ⋅ Web site	(59.99)
					6401.08 · Monterey Bay	(1,519.14)
					6401.14 · South Bay (LA)	(3,433.00)
					6401.12 · San Gabriel Valley	(307.35)
TOTAL					•	(20,810.27)
	Bill Pmt -Check	6301	12/18/2019 S	tephen M. Parker [v]	1005 · Bank of America	
	Bill		01/10/2020		6401.16 · Orange County	(392.93)
TOTAL					•	(392.93)
	Bill Pmt -Check	6302	12/18/2019 V	Villiam C. Statler {v}	1005 · Bank of America	
	Bill		01/09/2020		6420 · Weekend Training	(280.72)
TOTAL						(280.72)



# **COMMITTEE HANDBOOK**

# **Professional Standards Committee**

**Updated January 2020** 

# INTRODUCTION

This Committee Handbook is intended to convey general expectations and other information regarding the Professional Standards Committee (Committee). New Committee members shall be provided with a copy of the Committee Handbook for initial orientation purposes. All continuing Committee members shall be provided with a copy of this document annually. Updates will be made as necessary.

This Committee Handbook is organized into two sections. Section One contains standing information that is updated as needed. Section Two contains information that is updated annually.

# SECTION ONE - STANDING INFORMATION

# **GENERAL COMMITTEE GOALS & RESPONSIBILITIES**

As noted in Section III.A.4. of the CSMFO Policy and Procedures Manual, the primary objective for the Professional Standards Committee is to identify and analyze new or emerging professional standards for municipal finance. To accomplish this, the committee will:

- Monitor federal and state legislation that impacts municipal finance.
- Track guidance issued by the Governmental Accounting Standards Board, Government Finance Officers Association, the California Debt and Investment Advisory Commission, and the Internal Revenue Service.
- Disseminate information on emerging issues and best practices to the membership.
- Support content for potential new training courses.
- Undertake special projects as directed by the Executive Committee or Board of Directors.

# **COMMITTEE STRUCTURE**

The CSMFO committee year officially kicks off in conjunction with the Annual Conference, which typically takes place between January and March, and ends with the start of the following year's Conference.

Under Section III.B. of the Policy and Procedures Manual, "The President shall appoint the Chair, Vice-Chair(s), Senior Advisor(s) and Board Liaison of each committee. Retired members may be appointed to serve as Senior Advisors, but all other committee positions should be held by active municipal members, with the exception that commercial members may serve on Annual Conference Host Committees. To assure broad participation on each committee, the President shall make every effort to have representation from across the state where functionally practical. The Chair shall recruit additional committee members from the active

municipal and commercial members. Each Chair shall advise the Secretary, in writing, of the names of committee members. All committee members are encouraged to attend various meetings and conference calls of the Board of Directors." CSMFO approved an amendment to Article II, Section D of its Bylaws that now permit commercial members to serve on committees, but not as an officer.

The President may request each committee chairperson and facilitators of goals established at the annual planning meeting to provide a progress report on activities. The President may request that these progress reports be made available in time for distribution with the Board agenda packet. A comprehensive annual report is due by each committee chair, goal facilitator and policy committee appointee to the CSMFO Secretary by each January 15<sup>th</sup> for inclusion in the President's Annual Report.

Note: Committee Chairs are generally responsible for appointing committee members other than the leadership positions referenced in the paragraph above. In order to adequately represent the geographic dispersion of CSMFO members throughout the state, the Committee Chair shall make his/her best efforts to ensure the Committee has an appropriate balance of members from the north and south, whenever possible.

The Committee currently has one Chair, one Vice Chair, one Board Liaison, one Senior Advisor and approximately fifteen Committee Members which are comprised of municipal and commercial members.

# **ROLES AND RESPONSIBILITIES OF COMMITTEE CHAIR**

It is the role of the CSMFO Professional Standards Committee to operate as a technical resource to CSMFO members where the mission is to keep members informed of emerging issues and best practices. The Committee Chair should:

- Conduct him/herself at CSMFO functions and in their professional and personal lives in a manner becoming of the CSMFO leadership.
- Be outwardly supportive of decisions made by the majority of the CSMFO Board of Directors, regardless of personal opinions.
- Attend Board of Directors meetings to keep the Board apprised of committee activities.
- Support the Board's strategic objectives, and take appropriate steps to complete annual goals by year-end.
- Chair regularly scheduled committee meetings to ensure the work of the committee is completed in an efficient and timely manner.
- Communicate regularly with Executive Director on matters affecting committee activities.
- Submit report on goals to the CSMFO Office for the Annual Report by January 15.

# ROLES, RESPONSIBILITIES & GENERAL EXPECTATION FOR COMMITTEE MEMBERS

The primary mission of the Committee is to operate as a technical resource by keeping CSMFO members informed of emerging issues and best practices through "Committee Highlights". Committee Highlights provide succinct information (approximately 250 words or less) on hot topics, while directing members to other resources such as a GFOA Best Practice or a CSMFO webinar. Committee Members are assigned to one of the following six practice areas:

- Financial Management and Budgeting
- Accounting and Financial Reporting
- Retirement and Benefits Administration
- Treasury and Investment Management
- Capital Finance and Debt Administration
- Grant Management

All Committee Members are expected to participate in bi-monthly conference calls in which potential topics are discussed. Other communications between the Chair, Vice Chair and Committee Members are through emails and separate phone calls.

Throughout the year, a Committee Member may be assigned the responsibility of drafting a Committee Highlight.

All Committee members are expected to communicate with the Chair when the members are unable to attend the bi-monthly conference calls and report to the Committee Chair the status of his/her current assignment.

All Committee members are expected to follow-up on assignments in a timely manner and complete the assignments on time. Committee members are encouraged to communicate with the Committee Chair if there are any issues with the assignments as soon as possible.

# **CONTRACTS RELATING TO THE COMMITTEE**

N/A; None

# **SECTION TWO - ANNUAL UPDATES**

# PRIOR YEAR ANNUAL REPORT SUBMITTED BY THE COMMITTEE AND CURRENT YEAR GOAL

Chair: Jason Al-Imam, City of Fountain Valley Vice Chair: Christine Paras, City of Palo Alto Senior Advisor: Craig Boyer, County of Alameda

Board Liaison: Carrie Guarino, Cucamonga Valley Water District

# Goals Achieved in 2019

The Committee published Committee Highlights on the following topics in 2019:

- Fraud Hotlines
- CCMA White Paper on GASB 75 (OPEB)
- Annual Debt Transparency Report
- SEC Rule 15c2-12
- Collateralizing Public Deposits
- New GASB Exposure Drafts and Implementation Guidance:
  - i. Exposure Draft on Proposed Implementation Guidance on GASB 87 (Leases)
  - ii. GASB Implementation Guide No. 2019-1
  - iii. Omnibus Exposure Draft
  - iv. Deferred Compensation Plans Exposure Draft
  - v. GASB Implementation Guide No. 2019-2 on Fiduciary Activities
  - vi. GASB Implementation Guide No. 2019-3 on Lease Accounting

#### **Committee Goals for 2020**

In 2020, the Committee will continue to direct its efforts on emerging issues and best practices through Committee Highlights. The goal is to publish at least ten (10) Committee Highlights in 2020.

# **CURRENT COMMITTEE MEMBER CONTACT INFORMATION**

Jason Al-Imam (Committee Chair): <a href="mailto:jason.alimam@fountainvalley.org">jason.alimam@fountainvalley.org</a>

Christine Paras (Vice Chair): <u>Christine.Paras@CityofPaloAlto.org</u>

Craig Boyer (Senior Advisor): <a href="mailto:Craig.Boyer@acgov.org">Craig.Boyer@acgov.org</a>

Carrie Guarino (Board Liaison): CarrieG@cvwdwater.com

David Alvey (Member): davida@mazeassociates.com

Ken Brown (Member): kbrown@hdlcompanies.com

Jennifer Farr (Member): <a href="mailto:ifarr@davisfarr.com">ifarr@davisfarr.com</a>

Deborah Harper (Member): <a href="mailto:deborah.harper@lslcpas.com">deborah.harper@lslcpas.com</a>

Fausto Hinojosa (Member): <a href="mailto:fausto@ppcpas.com">fausto@ppcpas.com</a>

Terry Madsen (Member): tmadsen@clearsourcefinancial.com

Sarah Meacham (Member): meachams@pfm.com

Ken Pun (Member): ken.pun@pungroup.com

Heidi Schoeppe (Member): heidi.schoeppe@webbassociates.com

Tim Seufert (Member): tseufert@nbsgov.com

Wendy Nakamura (Member): wendyn@westbasin.org

Kelly Telford (Member): kelly.telford@costamesaca.gov

Carrie Tam (Member): ctam@cityofsancarlos.org

Scott Manno (Member): <a href="mailto:smanno@ramscpa.net">smanno@ramscpa.net</a>

Heidi Schrader (Member): hschrader@riversideca.gov

We appreciate the dedication of our current and past Committee members to support this Committee.

# **CURRENT YEAR CSMFO ACTION PLAN**

N/A; None



# **CSMFO BOARD REPORT**

DATE: January 28, 2020

FROM: Jennifer Wakeman, Student Engagement Committee Chair

SUBJECT: Student Engagement Committee Framework Documents

# **Background:**

At the CSMFO Board meeting on December 5, 2019 the Board unanimously agreed to create a Student Engagement Standing Committee. A minor edit was made to the draft Roles and Responsibilities Policy and language for the addition of this committee was requested for the CSMFO Policy and Procedures Manual. Both of these documents are attached here.

#### **Recommendation:**

Review, discuss and approve the attached documents establishing the Student Engagement Standing Committee.

# **Roles and Responsibilities Policy**

# 1. The Student Engagement Committee's primary objectives are as follows:

- a. Reach out to the next generation (graduate and undergraduate students in political science, public administration, accounting and finance) to let them know we are here and what we have to offer.
- b. Promote municipal finance as a rewarding career choice.
- c. Increase the number of student memberships.
- d. Create a self-reinforcing cycle for student engagement in which relationship building and exposure to municipal finance provides momentum for growth in student memberships and participation.

# 2. Specific responsibilities of the Committee may include:

- a. Coordination with Chapter Chairs on engagement efforts:
  - i. implementation of campus meetings at least one time a year
  - ii. regular invitation of students to chapter meetings
  - iii. mentoring opportunities
- b. Preparation for Annual Conference
  - i. Participate in conference-centric campus meet and greet events
  - ii. Assist with rollout of student scholarship program by organizing conference- centric campus outreach, directly and through CSMFO member alumnus
- c. Identify event opportunities for engaging with students either in the classroom or through academic associations
- d. Develop a core group of presenters (potentially in coordination with award presenters)
- e. Moderate a student listserve
- f. Develop a student mentorship program
- g. Ensure consistency of messaging and materials at student events
- h. Maintain databases on member alumnus and university contacts
- Identification of students to provide feedback/participate in engagement efforts
- j. Provide updates to the Board of Directors on the Committee's progress and incorporate feedback and new ideas

# 3. Committee Membership

- a. The President-Elect appoints the following positions: Committee Chair, Vice Chair and Senior Advisor from the municipal membership.
- b. Additional Committee members are appointed by the Committee Chair.
- c. In appointing Committee members, consideration should be given to where members are located, as a statewide representation would be most helpful and beneficial. When possible, student members of CSMFO should be considered for membership.
- d. The total number of Committee members should be based on the nature and amount of work being addressed by the Committee. A core of up to 15 members would be a good starting point.

# **Policy and Procedures Manual**

Insert as Section 111.A.9.

- 9. Student Engagement Committee, whose primary objectives are to:
  - a. Reach out to the next generation (graduate and undergraduate students in political science, public administration, accounting and finance) to let them know we are here and what we have to offer.
  - b. Promote municipal finance as a rewarding career choice.
  - c. Increase the number of student memberships.
  - d. Create a self-reinforcing cycle for student engagement in which relationship building and exposure to municipal finance provides momentum for growth in student memberships and participation.



# **CSMFO BOARD REPORT**

DATE: January 28, 2020

FROM: Laura M. Nomura, CPA

Career Development Committee Chair

SUBJECT: Award of Core Course Instructor Contracts

#### **Discussion:**

Contracts for many of the core courses expired December 31, 2019 therefore we have prepared draft contracts, which terms have been agreed to by each consultant, and are ready for review and execution by the Administration Committee should the Board approve this action.

Currently CSMFO is offering seven in-person core courses: Introduction to Government Accounting; Intermediate Governmental Accounting & Financial Reporting; Investment Accounting; Fundamentals of Fees I (Tax Revenues), Fundamentals of Fees II (Rates, Charges and Land-Based Financing Tools); Successful Leadership Skills for Finance Directors; and Developing Successful Supervisory Skills.

Updated contracts for all but the Intermediate Governmental Accounting & Financial Reporting (Intermediate) are included in this action. The Intermediate Course was transitioned to a new instructor, Irwin Bornstein, this past September, the Board approved the contract on July 25, 2019 and is effective through August 31, 2020 with a two year extension upon mutual consent.

CSMFO utilizes a combination of paid instructors and CSMFO vendor partners as Instructors for our core courses. The CSMFO vendor partner volunteer their time as contributions to our profession.

#### Terms that are similar in all core course contracts are as follows:

- **Term:** January 1, 2020 and ending December 31, 2021, with a two-year extension upon mutual agreement between CSMFO and Consultant;
- Scope of Work-Consultant:
  - o Conduct courses as scheduled by CSMFO and the Consultant
  - o Prepare presentation and handout materials for all such courses scheduled

- o Perform on-site registration services for such courses
- Deliver sign-in sheets for courses to CSMFO staff for preparation of CPE credit and invoicing of walk-in registrants
- Present invoice for services and/or expenses within 30 days after completion of each class.
- Conduct any follow-up services necessary to complete each course
- Course Scheduling: CDC is responsible for scheduling the courses in advance. The CDC will work with the consultant to develop an annual training calendar by December 31 of each year for the following calendar year.
- Course Administration: Smith Moore and Associates (SMA) staff will distribute
  evaluations after each course and make them available to the CDC for review. SMA
  staff will also perform advance registration, duplication and delivery of Consultantprepared written course materials to course site and other required duties under
  Amendment No.1 to the SMA Service Agreement.
- **Termination of Agreement:** CSMFO or consultant can terminate agreement with at least sixty (60) days' notice.

# Terms that are specific to each core course contract are as follows:

Consultant	Course	Compensation	Additional Services	Ownership of Documents
1. Badawi & Assoc.	Introduction to Governmental Accounting	\$1,000 per course (planned 3 courses each year – Nor Cal) Up to \$1,000 for travel costs	As needed update course materials - \$100 per hour up to \$1,000 for GASB and other changes	Will compensation one- time \$5,000 for course materials. CSMFO will then own all documents
2. Debbie A. Harper	Introduction to Governmental Accounting	\$1,000 per course (planned 3 courses each year – So Cal) Up to \$1,000 in travel costs	Shared responsibility with update as Badawi contract above.	CSMFO will own all materials produced.
3. Neil Kupchin	Successful Leadership Skills for FD & Developing Successful Supervisory Skills	\$4,800 per course (planned 1 of each course per year) Up to \$1,000 in travel costs	N/A	Documents and Curriculum are the property of the Consultant
4. Michael Coleman	Rev. Fundamentals I (Tax Revenues) & Rev. Fundamentals II (Fees Rates and Charges)	\$3,500 per course (planned one of each course per year) CSMFO will reimburse ordinary expenses incurred	N/A	Documents and Curriculum are the property of the Consultant
5. HdL Companies	Rev. Fundamentals I	Vendor partner – No compensation. Will reimburse travel costs up to \$1,000	N/A	Documents and Curriculum are the property of the Consultant
6. HdL Companies – Coren & Cone	Rev. Fundamentals I	Vendor partner – No compensation. Will reimburse travel costs up to \$1,000 per course (planned one course per year)	N/A	Documents and Curriculum are the property of the Consultant
7. NBS	Rev. Fundamentals II	Vendor partner – No compensation. Will reimburse travel costs up to \$1,000 per course (planned one course per year)	N/A	Documents and Curriculum are the property of the Consultant

Consultant	Course	Compensation	Additional Services	Ownership of Documents
8. Davis Farr	Investment Accounting	Vendor partner – No	27/1	Documents and
		compensation. Will	N/A	Curriculum are the
		reimburse travel costs up to		property of the
		\$1,000 per course (planned		Consultant
		one course per year)		
9. PFM	Investment Accounting	Vendor partner – No		Documents and
		compensation. Will	N/A	Curriculum are the
		reimburse travel costs up to		property of the
		\$1,000 per course (planned		Consultant
		one course per year)		

# **Recommendation:**

It is recommended that the CSMFO Board of Directors:

- 1) Authorize award of contracts as outlined above; and
- 2) Direct the Administration Committee to review and execute final contracts for this work using terms outlined in this report and attached draft contracts.

Attachments - (9) Draft Contracts for Consultant Services

# CALIFORNIA SOCIETY OF MUNICIPAL FINANCEOFFICERS PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and effective as of January 28, 2020 between the California Society of Municipal Finance Officers ("CSMFO"), a nonprofit corporation located in Sacramento, California, and Badawi Associates, ("Consultant"), a corporation located in Berkeley California. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

## 1. <u>TERM</u>

This Agreement is for professional services provided during the period beginning January 1, 2020 and ending December 31, 2021. The agreement may be renewed for two additional years upon mutual agreement of CSMFO and Consultant.

## 2. SCOPE OF WORK TO BE PERFORMED

Consultant shall perform all tasks and successfully complete all duties described and set forth in Exhibit A, attached hereto and incorporated herein.

#### 3. DUE DILIGENCE

Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent; perform all tasks described herein. In providing professional services, Consultant agrees to work in a manner consistent with the best interests of CSMFO as is required of Consultant in meeting the obligations of this Agreement.

## 4. <u>CSMFO MANAGEMENT</u>

CSMFO's Career Development Committee (CDC) Chair shall represent CSMFO in all matters pertaining to the administration of this Agreement including review and approval of all professional services performed by Consultant, but not including the power to enlarge the scope of work to be performed or change the compensation due to Consultant.

CSMFO's Executive Director shall be authorized to act on CSMFO's behalf, and to execute all necessary documents related to the administration of this Agreement.

#### 5. COMPENSATION

(a) CSMFO agrees to pay Consultant the following fee for professional services

which are specified and detailed in Exhibit A:

\$1,000 per each Introduction to Governmental Accounting course instruction

The Career Development Committee (CDC) is responsible for scheduling Introduction to Governmental Accounting courses. The CDC will work with the consultant to develop an annual training calendar for Introduction to Governmental Accounting course instruction by December for the following calendar year. Up to six (6) occurrences of the course may be scheduled during the one-year term of this contract.

In addition to the above stated fees, CSMFO shall provide Consultant reimbursement for reasonable travel and lodging expenses in conjunction with a scheduled course up to \$1,000. Any costs above the limit must be approved by the Career Development Committee Chair.

Consultant will handle all duties the day of the course as identified in Exhibit A of this agreement.

CSMFO or their designee will handle all duties as outlined in Amendment 1 to the Smith Moore and Associates Service Agreement relating to core course administration, including but not limited to advance registration, course evaluations, etc.

- Course Material Updates CSMFO will compensate Consultant \$100 per hour to update the slides and other course materials used in the Introduction to Governmental Accounting course to reflect changes in accounting rules and principles not to exceed \$\$1,000. Estimated hours for this work shall be preapproved by Career Development Chair and coordinated with various instructors of this course. The updates shall be completed before the start of the first course in sufficient time to prepare and distribute the course materials.
- Course Materials CSMFO will compensate Consultant \$5,000 one-time fee to purchase all course material that Consultant has previously developed. This would include handbooks, slide presentations, course exercises, etc.
- (b) <u>Payments</u>: Payment for services rendered will be made upon receipt of invoice and/or reimbursement request from Consultant.
- (c) Additional Services: Consultant shall not be compensated for services rendered in connection with performance of this Agreement that are in addition to those set forth in Exhibit A, unless such additional services are authorized in advance (via email) by the Career Development Chair when appropriations in budget are available. CSMFO Board approval will be required if additional budget appropriations are needed. Additional services will be billed separately, at month-end, net 30 days.

#### 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) Either party, may at any time, for any reason, with or without cause, suspend or

terminate this Agreement, or any portion hereof, by serving upon the other party at least sixty (60) days prior written notice. If either party suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CSMFO shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to CSMFO.

#### 7. DEFAULT OF CONSULTANT

- (a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CSMFO shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.
- (b) If the CSMFO President or designee, after consultation with the Executive Committee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the CSMFO Presidentor designee shall cause to be served upon Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, CSMFO shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## 8. OWNERSHIP OF DOCUMENTS

CSMFO will own all materials produced by the Consultant and CSMFO may select instructors for the new course that may or may not include the Consultant.

## 9. <u>INDEMNIFICATION</u>

Each party agrees to indemnify, defend and hold harmless the other party, its directors, officers, employees, agents and volunteers, from and against all claims and actions and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other harmful acts caused or contributed to by the other party or anyone acting under its direction, control, or behalf. This indemnity and hold harmless agreement will not be applicable to any liability based upon the sole negligence of any single party.

### 10. <u>INSURANCE REQUIREMENTS</u>

Consultant shall maintain prior to the beginning of and for the duration of this Agreement

insurance coverage as specified in Exhibit B, attached to and part of this Agreement.

#### 11. INDEPENDENT CONSULTANT

- a) Consultant is and shall at all times remain as to CSMFO a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CSMFO nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CSMFO. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CSMFO, or bind CSMFO in any manner.
- b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CSMFO shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for CSMFO. CSMFO shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

## 12. <u>LEGAL RESPONSIBILITIES</u>

Consultant shall remain informed of State and Federal laws and regulations which in any manner affect those employed by them or in any way affect the performance of their service pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CSMFO, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

## 13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of CSMFO in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CSMFO will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CSMFO to any and all remedies at law or in equity.

#### 14. <u>ASSIGNMENT</u>

CSMFO and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to CSMFO for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant shall not assign the performance of this Agreement, nor any part hereof, nor any monies due hereunder, without the prior written consent of CSMFO. Should Consultant be unable to perform duties due to illness or other emergency situations that arise, he may assign an alternate, qualified individual of his firm to perform the duties with consent of the Career Development Committee Chair.

## 15. <u>ENTIRE AGREEMENT</u>

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

## 16. GOVERNING LAW

CSMFO and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement.

#### 17. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given by personal service, delivery by a reputable document delivery service (with receipt showing date and time of delivery), or by U.S. Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CSMFO: California Society of Municipal Finance Office	To CSMFO:	California:	Society	of Munici	pal Finance	Officers
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700 R Street, Suite 2000 Sacramento, CA 95811 Attention: Executive Director

To Consultant: Ahmed M. Badawi, CPA

Badawi & Associates

2855 Telegraph Ave., Suite 312

Berkeley, CA 94705

# 18. ACCEPTANCE AND APPROVAL OF AGREEMENT

Consultant

The parties hereto have caused this Agreement to be executed and effective as of the commencement date stated herein.

Date
Date

## **EXHIBIT A**

#### SCOPE OF WORK TO BE PERFORMED

## Consultant Agrees to Perform the Following Services for CSMFO:

- Conduct courses as scheduled by CSMFO and Consultant on Introduction to Governmental Accounting
- Prepare presentation and handout materials for all such courses scheduled
- Perform on-site registration services for such courses
- Deliver sign-in sheets for courses to CSMFO staff for preparation of CPE credit and invoicing of walk-in registrants
- Present invoices for services within 30 days after completion of each class
- Conduct any follow-up services necessary to complete each course



#### **EXHIBIT B**

#### **INSURANCE REQUIREMENTS**

Prior to the beginning of and throughout the duration of this Agreement, Consultant will maintain insurance in conformance with the requirements set forth below.

- 1. Commercial General Liability Insurance: \$1,000,000 peroccurrence.
- 2. Business Auto Coverage (if applicable): \$1,000,000 peraccident.
  - Business Auto Coverage is required only if business autos are to be used in conjunction with performing duties under this Agreement. If Consultant or Consultant's employees will use personal autos in any way while performing duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- 3. Workers' Compensation Coverage (if Consultant has employees) providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident.

Insurance procured pursuant to these requirements shall be underwritten by insurers that are admitted carriers in the state of California with an A.M. Best rating of A- or better and a minimum financial size VII.

# CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and effective as of January 28, 2020 between the California Society of Municipal Finance Officers ("CSMFO"), a nonprofit corporation located in Sacramento, California, and Deborah A. Harper ("Consultant"), an individual, located in Brea, California, California. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### 1. <u>TERM</u>

This Agreement is for professional services provided during the period beginning January 1, 2020 and ending December 31, 2021. The agreement may be renewed for two additional years upon mutual agreement of CSMFO and Consultant.

## 2. SCOPE OF WORK TO BE PERFORMED

Consultant shall perform all tasks and successfully complete all duties described and set forth in Exhibit A, attached hereto and incorporated herein.

#### 3. DUE DILIGENCE

Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent; perform all tasks described herein. In providing professional services, Consultant agrees to work in a manner consistent with the best interests of CSMFO as is required of Consultant in meeting the obligations of this Agreement.

## 4. <u>CSMFO MANAGEMENT</u>

CSMFO's Career Development Committee (CDC) Chair shall represent CSMFO in all matters pertaining to the administration of this Agreement including review and approval of all professional services performed by Consultant, but not including the power to enlarge the scope of work to be performed or change the compensation due to Consultant.

CSMFO's Executive Director shall be authorized to act on CSMFO's behalf, and to execute all necessary documents related to the administration of this Agreement.

#### 5. <u>COMPENSATION</u>

- (a) CSMFO agrees to pay Consultant the following fee for professional services which are specified and detailed in Exhibit A:
  - \$1,000 per each Introduction to Governmental Accounting course instruction

The Career Development Committee (CDC) is responsible for scheduling Introduction to Governmental Accounting courses. The CDC will work with the consultant to develop an annual training calendar for Introduction to Governmental Accounting course instruction by December for the following calendar year. Up to six (6) occurrences of the course may be scheduled during the one-year term of this contract.

In addition to the above stated fees, CSMFO shall provide Consultant reimbursement for reasonable travel and lodging expenses in conjunction with a scheduled course up to a maximum of \$1,000. Any costs above the limit must be approved by the Career Development Committee Chair.

Consultant will handle all duties the day of the course as identified in Exhibit A of this agreement.

CSMFO or their designee, will handle all duties as outlined in Amendment 1 to the Smith Moore and Associates Service Agreement relating to core course administration, including but not limited to advance registration, course evaluations, etc.

- Course Material Updates CSMFO will compensate Consultant \$100 per hour to update the slides and other course materials used in the Introduction to Governmental Accounting course to reflect changes in accounting rules and principles not to exceed \$1,000. Estimated hours for this work shall be preapproved by Career Development Chair and coordinated with various instructors of this course. The updates shall be completed before the start of the first course in sufficient time to prepare and distribute the course materials.
- (b) <u>Payments</u>: Payment for services rendered will be made upon receipt of invoice and/or reimbursement request from Consultant.
- (c) Additional Services: Consultant shall not be compensated for services rendered in connection with performance of this Agreement that are in addition to those set forth in Exhibit A, unless such additional services are authorized in advance (via email) by the Career Development Chair when appropriations in budget are available. CSMFO Board approval will be required if additional budget appropriations are needed. Additional services will be billed separately, at month-end, net 30 days.

#### 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) Either party, may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the other party at least sixty (60) days prior written notice. If either party suspends or terminates

- a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, CSMFO shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to CSMFO.

#### 7. <u>DEFAULT OF CONSULTANT</u>

- (a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CSMFO shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.
- (b) If the CSMFO President or designee, after consultation with the Executive Committee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the CSMFO President or designee shall cause to be served upon Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, CSMFO shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## 8. OWNERSHIP OF DOCUMENTS

CSMFO will own all materials produced by the Consultant and CSMFO may select instructors for the new course that may or may not include the Consultant.

#### 9. INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other party, its directors, officers, employees, agents and volunteers, from and against all claims and actions and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other harmful acts caused or contributed to by the other party or anyone acting under its direction, control, or behalf. This indemnity and hold harmless agreement will not be applicable to any liability based upon the sole negligence of any single party.

#### 10. <u>INSURANCE REQUIREMENTS</u>

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B, attached to and part of this Agreement.

#### 11. <u>INDEPENDENT CONSULTANT</u>

- a) Consultant is and shall at all times remain as to CSMFO a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CSMFO nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CSMFO. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CSMFO, or bind CSMFO in any manner.
- b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CSMFO shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for CSMFO. CSMFO shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

## 12. LEGAL RESPONSIBILITIES

Consultant shall remain informed of State and Federal laws and regulations which in any manner affect those employed by them or in any way affect the performance of their service pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CSMFO, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

#### 13. <u>UNDUE INFLUENCE</u>

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of CSMFO in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CSMFO will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CSMFO to any and all

remedies at law or in equity.

#### 14. ASSIGNMENT

CSMFO and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to CSMFO for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of CSMFO.

#### 15. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

## 16. **GOVERNING LAW**

CSMFO and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement.

## 17. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given by personal service, delivery by a reputable document delivery service (with receipt showing date and time of delivery), or by U.S. Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CSMFO: Californi	a Societ	v ot iviunici	pal Finance	Oπicers
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700 R Street, Suite 2000 Sacramento, CA 95811 Attention: Executive Director

To Consultant: Deborah A. Harper

203 N. Brea Blvd, Suite 203

Brea, CA 92821

# 18. ACCEPTANCE AND APPROVAL OF AGREEMENT

Consultant

The parties hereto have caused this Agreement to be executed and effective as of the commencement date stated herein.

Signature	Date
Melissa Manchester CSMFO Executive Director	
CSIVIFO Executive Director	
Signature	Date
Deborah A. Harper	

## **EXHIBIT A**

#### SCOPE OF WORK TO BE PERFORMED

## Consultant Agrees to Perform the Following Services for CSMFO:

- Conduct courses as scheduled by CSMFO and Consultant on Introduction to Governmental Accounting
- Prepare presentation and handout materials for all such courses scheduled
- Perform on-site registration services for such courses
- Deliver sign-in sheets for courses to CSMFO staff for preparation of CPE credit and invoicing of walk-in registrants
- Present invoices for services within 30 days after completion of each class
- Conduct any follow-up services necessary to complete each course



#### **EXHIBIT B**

#### **INSURANCE REQUIREMENTS**

Prior to the beginning of and throughout the duration of this Agreement, Consultant will maintain insurance in conformance with the requirements set forth below.

- 1. Commercial General Liability Insurance: \$1,000,000 peroccurrence.
- 2. Business Auto Coverage (if applicable): \$1,000,000 peraccident.
  - Business Auto Coverage is required only if business autos are to be used in conjunction with performing duties under this Agreement. If Consultant or Consultant's employees will use personal autos in any way while performing duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- 3. Workers' Compensation Coverage (if Consultant has employees) providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident.

Insurance procured pursuant to these requirements shall be underwritten by insurers that are admitted carriers in the state of California with an A.M. Best rating of A- or better and a minimum financial size VII.

# CALIFORNIA SOCIETY OF MUNICIPAL FINANCEOFFICERS PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and effective as of January 28, 2020 between the California Society of Municipal Finance Officers ("CSMFO"), a nonprofit corporation located in Sacramento, California, and Neil Kupchin ("Consultant"), an individual, located in Long Beach, California. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### 1. TERM

This Agreement is for professional services provided during the period beginning January 1, 2020 and ending December 31, 2021. The agreement may be renewed for two additional years upon mutual agreement between CSMFO and Consultant.

## 2. SCOPE OF WORK TO BE PERFORMED

Consultant shall perform all tasks and successfully complete all duties described and set forth in Exhibit A, attached hereto and incorporated herein.

#### 3. <u>DUE DILIGENCE</u>

Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent; perform all tasks described herein. In providing professional services, Consultant agrees to work in a manner consistent with the best interests of CSMFO as is required of Consultant in meeting the obligations of this Agreement.

#### 4. <u>CSMFO MANAGEMENT</u>

CSMFO's Career Development Committee (CDC) Chair shall represent CSMFO in all matters pertaining to the administration of this Agreement including review and approval of all professional services performed by Consultant, but not including the power to enlarge the scope of work to be performed or change the compensation due to Consultant.

CSMFO's Executive Director shall be authorized to act on CSMFO's behalf, and to execute all necessary documents related to the administration of this Agreement.

#### 5. COMPENSATION

- (a) CSMFO agrees to pay Consultant the following fee for professional services which are specified and detailed in ExhibitA:
  - \$4,800 per each "Successful Leadership Skills for Finance Directors" course and each "Developing Successful Supervisory Skills" course instruction
  - Up to \$1,000 reimbursement for reasonable travel expenses. Any costs above the limit must be approved by the Career Development Committee Chair.

The Career Development Committee is responsible for scheduling the Successful Leadership Skills for Finance Directors course and the Developing Successful Supervisory Skills course, and may do so up to 2 occurrences annually for each course during the course of this contract. The CDC will work with the consultant to develop an annual training calendar for the course by December for the following calendar year. Should the CDC wish to schedule more than two of these courses in any one year during the course of this contract, it may do so with prior approval from the Executive Committee.

Consultant will handle all duties the day of the course as identified in Exhibit A of this agreement.

CSMFO or their designee will handle all duties as outlined in Amendment 1 to the Smith Moore and Associates Service Agreement relating to core course administration, including but not limited to advance registration, course evaluations, etc.

- (b) <u>Payments</u>: Payment for services rendered will be made upon receipt of invoice and/or reimbursement request from Consultant.
- (c) Additional Services: Consultant shall not be compensated for services rendered in connection with performance of this Agreement that are in addition to those set forth in Exhibit A, unless such additional services are authorized in advance (via email) by the Career Development Chair when appropriations in budget are available. CSMFO Board approval will be required if additional budget appropriations are needed. Additional services will be billed separately, at month-end, net 30 days.

#### 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- (a) Either party may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least sixty (60) days prior written notice. If either party suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, CSMFO shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to CSMFO.

## 7. <u>DEFAULT OF CONSULTANT</u>

- (a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CSMFO shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.
- (b) If the CSMFO President or designee, after consultation with the Executive Committee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the CSMFO President or designee shall cause to be served upon Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, CSMFO shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## 8. OWNERSHIP OF DOCUMENTS

CSMFO agrees that all documents and curriculum are the property of Consultant. Should CSMFO be interested in using the documents after the termination date of this contract, a separate contract or contract addendum would need to be negotiated.

## 9. <u>INDEMNIFICATION</u>

Each party agrees to indemnify, defend and hold harmless the other party, its directors, officers, employees, agents and volunteers, from and against all claims and actions and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other harmful acts caused or contributed to by the other party or anyone acting under its direction, control, or behalf. This indemnity and hold harmless agreement will not be applicable to any liability based upon the sole negligence of any single party.

## 10. <u>INSURANCE REQUIREMENTS</u>

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B, attached to and part of this Agreement.

#### 11. <u>INDEPENDENT CONSULTANT</u>

- (a) Consultant is and shall at all times remain as to CSMFO a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CSMFO nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CSMFO. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CSMFO, or bindCSMFO inany manner.
- (b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CSMFO shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for CSMFO. CSMFO shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

## 12. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CSMFO, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

## 13. <u>UNDUE INFLUENCE</u>

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of CSMFO in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CSMFO will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CSMFO to any and all remedies at law or in equity.

## 14. <u>ASSIGNMENT</u>

CSMFO and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to CSMFO for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of CSMFO.

## 15. <u>ENTIRE AGREEMENT</u>

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

#### 16. **GOVERNING LAW**

CSMFO and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement.

## 17. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given by personal service, delivery by a reputable document delivery service (with receipt showing date and time of delivery), or by U.S. Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CSMFO: California Society of Municipal Finance Office	To CSMFO:	California:	Society	of Munici	pal Finance	Officers
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700 R Street, Suite 2000 Sacramento, CA 95811 Attention: Executive Director

To Consultant: Neil Kupchin

PO Box 14611

Long Beach, CA 90853

# 18. ACCEPTANCE AND APPROVAL OF AGREEMENT

The parties hereto have caused this Agreement to be executed and effective as of the commencement date stated herein.

Signature	Date
Melissa Manchester CSMFO Executive Director	
Signature	Date
Neil Kupchin Consultant	

#### **EXHIBIT A**

#### SCOPE OF WORK TO BE PERFORMED

## Consultant Agrees to Perform the Following Services for CSMFO:

- Conduct courses as scheduled by CSMFO on Successful Leadership Skills for Finance Directors and Developing Successful Supervisory Skills
- Prepare presentation and handout materials for all such courses scheduled
- Perform on-site registration services for such courses
- Deliver sign-in sheets for courses to CSMFO staff for preparation of CPE credit and invoicing of walk-in registrants
- Present invoices for services within 30 days after completion of each class
- Conduct any follow-up services necessary to complete each course

#### **EXHIBIT B**

#### **INSURANCE REQUIREMENTS**

Prior to the beginning of and throughout the duration of this Agreement, Consultant will maintain insurance in conformance with the requirements set forth below.

- 1. Commercial General Liability Insurance: \$1,000,000 peroccurrence.
- 2. Business Auto Coverage (if applicable): \$1,000,000 per accident.
  - Business Auto Coverage is required only if business autos are to be used in conjunction with performing duties under this Agreement. If Consultant or Consultant's employees will use personal autos in any way while performing duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- 3. Workers' Compensation Coverage (if Consultant has employees) providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 peraccident.

Insurance procured pursuant to these requirements shall be underwritten by insurers that are admitted carriers in the state of California with an A.M. Best rating of A- or better and a minimum financial size VII.

# CALIFORNIA SOCIETY OF MUNICIPAL FINANCEOFFICERS PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and effective as of January 28, 2020 between the California Society of Municipal Finance Officers ("CSMFO"), a nonprofit corporation located in Sacramento, California, and Neil Kupchin ("Consultant"), an individual, located in Long Beach, California. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### 1. TERM

This Agreement is for professional services provided during the period beginning January 1, 2020 and ending December 31, 2021.

## 2. SCOPE OF WORK TO BE PERFORMED

Consultant shall perform all tasks and successfully complete all duties described and set forth in Exhibit A, attached hereto and incorporated herein.

## DUE DILIGÈNCE

Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent; perform all tasks described herein. In providing professional services, Consultant agrees to work in a manner consistent with the best interests of CSMFO as is required of Consultant in meeting the obligations of this Agreement.

#### 4. CSMFO MANAGEMENT

CSMFO's Career Development Committee (CDC) Chair shall represent CSMFO in all matters pertaining to the administration of this Agreement including review and approval of all professional services performed by Consultant, but not including the power to enlarge the scope of work to be performed or change the compensation due to Consultant.

CSMFO's Executive Director shall be authorized to act on CSMFO's behalf, and to execute all necessary documents related to the administration of this Agreement.

#### 5. COMPENSATION

- (a) CSMFO agrees to pay Consultant the following fee for professional services which are specified and detailed in ExhibitA:
  - \$4,800 per each "Successful Leadership Skills for Finance Directors" course and each "Developing Successful Supervisory Skills" course instruction
  - Up to \$1,000 reimbursement for reasonable travel expenses

The Career Development Committee is responsible for scheduling the Successful Leadership Skills for Finance Directors course and the Developing Successful Supervisory Skills course, and may do so up to 2 occurrences annually for each course during the course of this contract. The CDC will work with the consultant to develop an annual training calendar for the course by December for the following calendar year. Should the CDC wish to schedule more than two of these courses in any one year during the course of this contract, it may do so with prior approval from the Executive Committee.

CSMFO or their designee will handle all duties as outlined in Amendment 1 to the SMA Service Agreement relating to core course administration, including but not limited to advance registration, course evaluations, etc.

- (b) <u>Payments</u>: Payment for services rendered will be made upon receipt of invoice and/or reimbursement request from Consultant.
- (c) Additional Services: Consultant shall not be compensated for services rendered in connection with performance of this Agreement that are in addition to those set forth in Exhibit A, unless such additional services are authorized in advance (via email) by the Career Development Chair when appropriations in budget are available. CSMFO Board approval will be required if additional budget appropriations are needed. Additional services will be billed separately, at month-end, net 30 days.

## 6. <u>SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE</u>

- (a) Either party may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least sixty (60) days prior written notice. If either party suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, CSMFO shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to CSMFO.

## 7. <u>DEFAULT OF CONSULTANT</u>

- (a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CSMFO shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.
- (b) If the CSMFO President or designee, after consultation with the Executive Committee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the CSMFO President or designee shall cause to be served upon Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, CSMFO shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## 8. OWNERSHIP OF DOCUMENTS

CSMFO agrees that all documents and curriculum are the property of Consultant. Should CSMFO be interested in using the documents after the termination date of this contract, a separate contract or contract addendum would need to be negotiated.

## 9. INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other party, its directors, officers, employees, agents and volunteers, from and against all claims and actions and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other harmful acts caused or contributed to by the other party or anyone acting under its direction, control, or behalf. This indemnity and hold harmless agreement will not be applicable to any liability based upon the sole negligence of any single party.

#### 10. <u>INSURANCE REQUIREMENTS</u>

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B, attached to and part of this Agreement.

#### 11. <u>INDEPENDENT CONSULTANT</u>

- (a) Consultant is and shall at all times remain as to CSMFO a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CSMFO nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CSMFO. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CSMFO, or bindCSMFO in any manner.
- (b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CSMFO shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for CSMFO. CSMFO shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

## 12. <u>LEGAL RESPONSIBILITIES</u>

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CSMFO, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

## 13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of CSMFO in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CSMFO will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CSMFO to any and all remedies at law or in equity.

## 14. ASSIGNMENT

CSMFO and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to CSMFO for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of CSMFO.

## 15. <u>ENTIRE AGREEMENT</u>

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

#### 16. **GOVERNING LAW**

CSMFO and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement.

## 17. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given by personal service, delivery by a reputable document delivery service (with receipt showing date and time of delivery), or by U.S. Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

700 R Street, Suite 2000 Sacramento, CA 95811 Attention: Executive Director

To Consultant: Neil Kupchin

PO Box 14611

Long Beach, CA 90853

# 18. ACCEPTANCE AND APPROVAL OF AGREEMENT

Consultant

The parties hereto have caused this Agreement to be executed and effective as of the commencement date stated herein.

Signature	Date
Melissa Manchester	
CSMFO Executive Director	
Signature	Date
Neil Kupchin	

#### **EXHIBIT A**

#### SCOPE OF WORK TO BE PERFORMED

## Consultant Agrees to Perform the Following Services for CSMFO:

- Conduct courses as scheduled by CSMFO on Successful Leadership Skills for Finance Directors and Developing Successful Supervisory Skills
- Prepare presentation and handout materials for all such courses scheduled
- Perform on-site registration services for such courses
- Deliver sign-in sheets for courses to CSMFO staff for preparation of CPE credit and invoicing of walk-in registrants
- Present invoices for services within 30 days after completion of each class
- Conduct any follow-up services necessary to complete each course

#### **EXHIBIT B**

#### **INSURANCE REQUIREMENTS**

Prior to the beginning of and throughout the duration of this Agreement, Consultant will maintain insurance in conformance with the requirements set forth below.

- 1. Commercial General Liability Insurance: \$1,000,000 peroccurrence.
- 2. Business Auto Coverage (if applicable): \$1,000,000 peraccident.
  - Business Auto Coverage is required only if business autos are to be used in conjunction with performing duties under this Agreement. If Consultant or Consultant's employees will use personal autos in any way while performing duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- 3. Workers' Compensation Coverage (if Consultant has employees) providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 peraccident.

Insurance procured pursuant to these requirements shall be underwritten by insurers that are admitted carriers in the state of California with an A.M. Best rating of A- or better and a minimum financial size VII.

# CALIFORNIA SOCIETY OF MUNICIPAL FINANCEOFFICERS PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and effective as of January 28, 2020 between the California Society of Municipal Finance Officers ("CSMFO"), a nonprofit corporation located in Sacramento, California, and Michael Coleman, ("Consultant"), an individual located, located in Davis, California doing business as "Coleman Advisory Services" and "CaliforniaCityFinance.com." In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

## 1. TERM

This Agreement is for professional services provided during the period beginning January 1, 2020 and ending December 31, 2021. The agreement may be renewed for two additional years upon mutual agreement of CSMFO and Consultant.

# 2. SCOPE OF WORK TO BE PERFORMED

Consultant shall perform all tasks and successfully complete all duties described and set forth in Exhibit A, attached hereto and incorporated herein.

#### 3. <u>DUE DILIGENCE</u>

Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent; perform all tasks described herein. In providing professional services, Consultant agrees to work in a manner consistent with the best interests of CSMFO as is required of Consultant in meeting the obligations of this Agreement.

#### 4. CSMFO MANAGEMENT

CSMFO's Career Development Committee (CDC) Chair shall represent CSMFO in all matters pertaining to the administration of this Agreement including review and approval of all professional services performed by Consultant, but not including the power to enlarge the scope of work to be performed or change the compensation due to Consultant.

CSMFO's Executive Director shall be authorized to act on CSMFO's behalf, and to execute all necessary documents related to the administration of this Agreement.

# 5. <u>COMPENSATION</u>

- (a) CSMFO agrees to pay Consultant the following fees for professional services which are specified and detailed in Exhibit A:
  - \$3,500 per each Revenue Fundamentals of Tax Revenues course and Revenue Fundamentals of Fees Course instruction. CSMFO will reimburse all ordinary expenses incurred in the course of this agreement, as detailed in Exhibit A. CSMFO will obtain and provide at its own expense any materials, including but not limited to, copies of the Municipal Revenue Sources Handbook, that CSMFO and Consultant agree should be provided to participants.

The Career Development Committee is responsible for scheduling the Revenue Fundamentals courses, and may do so up to 2 occurrences annually for each course during the course of this contract. The CDC will work with the consultant to develop an annual training calendar for the course by December for the following calendar year. Should the CDC wish to schedule more than two of each of these courses in any one year during the course of this contract, it may do so with prior approval from the Executive Committee.

Consultant will handle all duties the day of the course as identified in Exhibit A of this agreement.

CSMFO or their designee will handle all duties as outlined in Amendment 1 to the Smith Moore and Associates Service Agreement relating to core course administration, including but not limited to advance registration, course evaluations, etc.

- (b) <u>Payments</u>: Payment for services rendered will be made upon receipt of invoice and/or reimbursement request from Consultant. Supporting copies of receipts must be included with reimbursement requests.
- (c) Additional Services: Consultant shall not be compensated for services rendered in connection with performance of this Agreement that are in addition to those set forth in Exhibit A, unless such additional services are authorized in advance (via email) by the Career Development Chair when appropriations in budget are available. CSMFO Board approval will be required if additional budget appropriations are needed. Additional services will be billed separately, at monthend, net 30 days.

#### 6. <u>SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE</u>

(a) Either party may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least sixty (60) days prior written notice. If either party suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement. (b) In the event this Agreement is terminated pursuant to this Section, CSMFO shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to CSMFO.

## 7. DEFAULT OF CONSULTANT

- (a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CSMFO shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.
- (b) If the CSMFO President or designee, after consultation with the Executive Committee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the CSMFO President or designee shall cause to be served upon Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, CSMFO shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## 8. OWNERSHIP OF DOCUMENTS

CSMFO agrees that all documents and curriculum are the property of Consultant. Should CSMFO be interested in using the documents after the termination date of this contract, a separate contract or contract addendum would need to be negotiated.

# 9. INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other party, its directors, officers, employees, agents and volunteers, from and against all claims and actions and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other harmful acts caused or contributed to by the other party or anyone acting under its direction, control, or behalf. This indemnity and hold harmless agreement will not be applicable to any liability based upon the sole negligence of any single party.

#### 10. INSURANCE REQUIREMENTS

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B, attached to and part of this

Agreement.

#### 11. <u>INDEPENDENT CONSULTANT</u>

- (a) Consultant is and shall at all times remain as to CSMFO a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CSMFO nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CSMFO. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CSMFO, or bindCSMFO in any manner.
- (b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CSMFO shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for CSMFO. CSMFO shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

# 12. <u>LEGAL RESPONSIBILITIES</u>

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CSMFO, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

#### 13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of CSMFO in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CSMFO will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CSMFO to any and all remedies at law or in equity.

# 14. ASSIGNMENT

CSMFO and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to CSMFO for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of CSMFO.

#### 15. <u>ENTIRE AGREEMENT</u>

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

#### 16. **GOVERNING LAW**

CSMFO and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement.

#### 17. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given by personal service, delivery by a reputable document delivery service (with receipt showing date and time of delivery), or by U.S. Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

700 R Street, Suite 2000 Sacramento, CA 95811 Attention: Executive Director

To Consultant: Michael Coleman

2217 Isle Royal Lane Davis, CA 95616-6616

# 18. ACCEPTANCE AND APPROVAL OF AGREEMENT

The parties hereto have caused this Agreement to be executed and effective as of the commencement date stated herein.

Signature	Date
Melissa Manchester CSMFO Executive Director	
Signature	Date
Michael Coleman Consultant	

#### **EXHIBIT A**

#### SCOPE OF WORK TO BE PERFORMED

# Consultant Agrees to Perform the Following Services for CSMFO:

- Conduct courses as scheduled by CSMFO on Revenue Fundamentals I: Tax Revenues and Revenue Fundamentals II: Fees Rates and Charges
- Courses will have a limit of no more than 50 registered attendees.
- Prepare presentation and handout materials for all such courses scheduled
- Perform on-site registration services for such courses
- Deliver sign-in sheets for courses to CSMFO staff for preparation of CPE credit and invoicing of walk-in registrants
- Present invoices for services within 30 days after completion of each class
- Conduct any follow-up services necessary to complete each course

# <u>CSMFO</u> will reimburse ordinary expenses incurred in the course of this agreement, as follows:

- Copying, paper ink, and postage.
- Ground transportation to and from the course site
- Airline coach fares
- Meals on the day of the event that are not provided in the course
- Overnight lodging when the course requires overnight stays at sites over 60 miles from Consultant's primary office

#### **EXHIBIT B**

#### **INSURANCE REQUIREMENTS**

Prior to the beginning of and throughout the duration of this Agreement, Consultant will maintain insurance in conformance with the requirements set forth below.

- 1. Commercial General Liability Insurance: \$1,000,000 peroccurrence.
- 2. Business Auto Coverage (if applicable): \$1,000,000 peraccident.
  - Business Auto Coverage is required only if business autos are to be used in conjunction with performing duties under this Agreement. If Consultant or Consultant's employees will use personal autos in any way while performing duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- 3. Workers' Compensation Coverage (if Consultant has employees) providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 peraccident.

Insurance procured pursuant to these requirements shall be underwritten by insurers that are admitted carriers in the state of California with an A.M. Best rating of A- or better and a minimum financial size VII.

# CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and effective as of January 28, 2020 between the California Society of Municipal Finance Officers ("CSMFO"), a nonprofit corporation located in Sacramento, California, and HdL Companies ("Consultant"), a corporation located in Brea, California. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### 1. TERM

This Agreement is for professional services provided during the period beginning January 1, 2020 and ending December 31, 2021. The agreement may be renewed for two additional years upon mutual agreement of CSMFO and Consultant

#### 2. SCOPE OF WORK TO BE PERFORMED

Consultant shall perform all tasks and successfully complete all duties described and set forth in Exhibit A, attached hereto and incorporated herein.

#### 3. DUE DILIGENCE

Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent; perform all tasks described herein. In providing professional services, Consultant agrees to work in a manner consistent with the best interests of CSMFO as is required of Consultant in meeting the obligations of this Agreement.

#### 4. CSMFO MANAGEMENT

CSMFO's Career Development Committee (CDC) Chair shall represent CSMFO in all matters pertaining to the administration of this Agreement including review and approval of all professional services performed by Consultant, but not including the power to enlarge the scope of work to be performed or change the compensation due to Consultant.

CSMFO's Executive Director shall be authorized to act on CSMFO's behalf, and to execute all necessary documents related to the administration of this Agreement.

# 5. <u>COMPENSATION</u>

(a) There will be no compensation for instructor services. CSMFO shall provide Consultant reimbursement for reasonable travel and lodging expenses in conjunction with a scheduled course up to \$1,000. Any costs above the limit must be approved by the Career Development Committee Chair.

The Career Development Committee is responsible for scheduling Fundamentals of Tax Revenues (Revenue Fundamentals I) courses, and may do so up to 2 occurrences annually during the course of this contract. Should the Career Development Committee wish to schedule more than two of these courses in any one year during the course of this contract, it may so do with prior approval from the Executive Committee and the Consultant.

Consultant will handle all duties the day of the course as identified in Exhibit A of this agreement.

CSMFO or their designee, will handle all duties as outlined in Amendment 1 to the Smith Moore and Associates Service Agreement relating to core course administration, including but not limited to advance registration, course evaluations, etc.

- (b) <u>Payments</u>: Payment for reimbursement of expenses (with supporting copies of receipts) will be made upon receipt of invoice from Consultant.
- (c) <u>Additional Services</u>: Consultant shall not be compensated for services rendered in connection with performance of this Agreement that are in addition to those set forth in Exhibit A, unless such additional services are authorized in advance (via email) by the Career Development Committee Chair, with approval from the Executive Committee. Additional services will be billed separately, at month-end, net 30 days.

# 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- (a) Either party, may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the other party at least sixty (60) days prior written notice. If either party suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, CSMFO shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to CSMFO.

#### 7. <u>DEFAULT OF CONSULTANT</u>

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CSMFO shall have no obligation or duty to continue compensating Consultant for any work performed after the date of

default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

(b) If the CSMFO President or designee, after consultation with the Executive Committee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the CSMFO President or designee shall cause to be served upon Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, CSMFO shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

### 8. <u>OWNERSHIP OF DOCUMENTS</u>

CSMFO agrees that all documents and curriculum are the property of Consultant. Should CSMFO be interested in using the documents after the termination date of this contract, a separate contract or contract addendum would need to be negotiated.

#### 9. <u>INDEMNIFICATION</u>

Each party agrees to indemnify, defend and hold harmless the other party, its directors, officers, employees, agents and volunteers, from and against all claims and actions and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other harmful acts caused or contributed to by the other party or anyone acting under its direction, control, or behalf. This indemnity and hold harmless agreement will not be applicable to any liability based upon the sole negligence of any single party.

#### 10. <u>INSURANCE REQUIREMENTS</u>

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B, attached to and part of this Agreement.

#### 11. <u>INDEPENDENT CONSULTANT</u>

- Consultant is and shall at all times remain as to CSMFO a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CSMFO nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CSMFO. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CSMFO, or bind CSMFO in any manner.
- b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CSMFO shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for CSMFO. CSMFO shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

#### 12. LEGAL RESPONSIBILITIES

Consultant shall remain informed of State and Federal laws and regulations which in any manner affect those employed by them or in any way affect the performance of their service pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CSMFO, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

#### 13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of CSMFO in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CSMFO will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CSMFO to any and all remedies at law or in equity.

#### 14. ASSIGNMENT

CSMFO and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to CSMFO for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of CSMFO.

#### 15. <u>ENTIRE AGREEMENT</u>

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

#### 16. **GOVERNING LAW**

CSMFO and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement.

#### 17. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given by personal service, delivery by a reputable document delivery service (with receipt showing date and time of delivery), or by U.S. Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

700 R Street, Suite 2000 Sacramento, CA 95811 Attention: Executive Director

To Consultant: Lloyd DeLlamas

HdL Companies

120 S. State College Blvd, Suite 200

Brea, CA 92821

# 18. ACCEPTANCE AND APPROVAL OF AGREEMENT

The parties hereto have caused this Agreement to be executed and effective as of the commencement date stated herein.

Signature	Date
Melissa Manchester CSMFO Executive Director	
Signature	Date
Lloyd de Llamas Consultant	

#### **EXHIBIT A**

#### SCOPE OF WORK TO BE PERFORMED

# Consultant Agrees to Perform the Following Services for CSMFO:

- Conduct courses as scheduled by CSMFO and Consultant on Fundamentals of Tax Revenues (Revenue Fundamentals I)
- Prepare presentation and handout materials for all such courses scheduled
- Perform on-site registration services for such courses
- Deliver sign-in sheets for courses to CSMFO staff for preparation of CPE credit and invoicing of walk-in registrants
- Present invoices for expenses within 30 days after completion of each class
- Conduct any follow-up services necessary to complete each course



#### **EXHIBIT B**

#### **INSURANCE REQUIREMENTS**

Prior to the beginning of and throughout the duration of this Agreement, Consultant will maintain insurance in conformance with the requirements set forth below.

- 1. Commercial General Liability Insurance: \$1,000,000 peroccurrence.
- 2. Business Auto Coverage (if applicable): \$1,000,000 peraccident.
  - Business Auto Coverage is required only if business autos are to be used in conjunction with performing duties under this Agreement. If Consultant or Consultant's employees will use personal autos in any way while performing duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- 3. Workers' Compensation Coverage (if Consultant has employees) providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident.

Insurance procured pursuant to these requirements shall be underwritten by insurers that are admitted carriers in the state of California with an A.M. Best rating of A- or better and a minimum financial size VII.

# CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and effective as of January 28, 2020 between the California Society of Municipal Finance Officers ("CSMFO"), a nonprofit corporation located in Sacramento, California, and HdL Coren & Cone ("Consultant"), a corporation located in Brea, California. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### 1. TERM

This Agreement is for professional services provided during the period beginning January 1, 2020 and ending December 31, 2021. The agreement may be renewed for two additional years upon mutual agreement of CSMFO and Consultant

#### 2. SCOPE OF WORK TO BE PERFORMED

Consultant shall perform all tasks and successfully complete all duties described and set forth in Exhibit A, attached hereto and incorporated herein.

#### DUE DILIGENCE

Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent; perform all tasks described herein. In providing professional services, Consultant agrees to work in a manner consistent with the best interests of CSMFO as is required of Consultant in meeting the obligations of this Agreement.

#### 4. CSMFO MANAGEMENT

CSMFO's Career Development Committee (CDC) Chair shall represent CSMFO in all matters pertaining to the administration of this Agreement including review and approval of all professional services performed by Consultant, but not including the power to enlarge the scope of work to be performed or change the compensation due to Consultant.

CSMFO's Executive Director shall be authorized to act on CSMFO's behalf, and to execute all necessary documents related to the administration of this Agreement.

#### 5. <u>COMPENSATION</u>

(a) There will be no compensation for instructor services. CSMFO shall provide Consultant reimbursement for reasonable travel and lodging expenses in conjunction with a scheduled course up to \$1,000. Any costs above the limit must be approved by the Career Development Committee Chair.

The Career Development Committee is responsible for scheduling Fundamentals of Tax Revenues (Revenue Fundamentals I) courses, and may do so up to 2 occurrences annually during the course of this contract. Should the Career Development Committee wish to schedule more than two of these courses in any one year during the course of this contract, it may so do with prior approval from the Executive Committee and the Consultant.

Consultant will handle all duties the day of the course as identified in Exhibit A of this agreement.

CSMFO or their designee, will handle all duties as outlined in Amendment 1 to the Smith Moore and Associates Service Agreement relating to core course administration, including but not limited to advance registration, course evaluations, etc.

- (b) <u>Payments</u>: Payment for reimbursement of expenses (with supporting copies of receipts) will be made upon receipt of invoice from Consultant.
- (c) Additional Services: Consultant shall not be compensated for services rendered in connection with performance of this Agreement that are in addition to those set forth in Exhibit A, unless such additional services are authorized in advance (via email) by the Career Development Committee Chair, with approval from the Executive Committee. Additional services will be billed separately, at month-end, net 30 days.

#### 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- (a) Either party, may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the other party at least sixty (60) days prior written notice. If either party suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, CSMFO shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to CSMFO.

#### 7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CSMFO shall have no obligation or duty to

continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

(b) If the CSMFO President or designee, after consultation with the Executive Committee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the CSMFO President or designee shall cause to be served upon Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, CSMFO shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

#### 8. OWNERSHIP OF DOCUMENTS

CSMFO agrees that all documents and curriculum are the property of Consultant. Should CSMFO be interested in using the documents after the termination date of this contract, a separate contract or contract addendum would need to be negotiated.

#### 9. INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other party, its directors, officers, employees, agents and volunteers, from and against all claims and actions and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other harmful acts caused or contributed to by the other party or anyone acting under its direction, control, or behalf. This indemnity and hold harmless agreement will not be applicable to any liability based upon the sole negligence of any single party.

# 10. <u>INSURANCE REQUIREMENTS</u>

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B, attached to and part of this Agreement.

#### 11. <u>INDEPENDENT CONSULTANT</u>

- Consultant is and shall at all times remain as to CSMFO a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CSMFO nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CSMFO. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CSMFO, or bind CSMFO in any manner.
- b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CSMFO shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for CSMFO. CSMFO shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

#### 12. LEGAL RESPONSIBILITIES

Consultant shall remain informed of State and Federal laws and regulations which in any manner affect those employed by them or in any way affect the performance of their service pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CSMFO, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

#### 13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of CSMFO in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CSMFO will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CSMFO to any and all remedies at law or in equity.

#### 14. ASSIGNMENT

CSMFO and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to CSMFO for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of CSMFO.

# 15. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

#### 16. **GOVERNING LAW**

CSMFO and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement.

#### 17. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given by personal service, delivery by a reputable document delivery service (with receipt showing date and time of delivery), or by U.S. Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

700 R Street, Suite 2000 Sacramento, CA 95811 Attention: Executive Director

To Consultant: Paula Cone

HdL Coren & Cone

120 S. State College Blvd, Suite 200

Brea, CA 92821

# 18. ACCEPTANCE AND APPROVAL OF AGREEMENT

Consultant

The parties hereto have caused this Agreement to be executed and effective as of the commencement date stated herein.

Signature	Date
Melissa Manchester CSMFO Executive Director	
Signature	Date
Paula Cone	

#### **EXHIBIT A**

#### SCOPE OF WORK TO BE PERFORMED

# Consultant Agrees to Perform the Following Services for CSMFO:

- Conduct courses as scheduled by CSMFO and Consultant on Fundamentals of Tax Revenues (Revenue Fundamentals I)
- Prepare presentation and handout materials for all such courses scheduled
- Perform on-site registration services for such courses
- Deliver sign-in sheets for courses to CSMFO staff for preparation of CPE credit and invoicing of walk-in registrants
- Present invoices for expenses within 30 days after completion of each class
- Conduct any follow-up services necessary to complete each course



#### **EXHIBIT B**

#### **INSURANCE REQUIREMENTS**

Prior to the beginning of and throughout the duration of this Agreement, Consultant will maintain insurance in conformance with the requirements set forth below.

- 1. Commercial General Liability Insurance: \$1,000,000 peroccurrence.
- 2. Business Auto Coverage (if applicable): \$1,000,000 peraccident.
  - Business Auto Coverage is required only if business autos are to be used in conjunction with performing duties under this Agreement. If Consultant or Consultant's employees will use personal autos in any way while performing duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- 3. Workers' Compensation Coverage (if Consultant has employees) providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident.

Insurance procured pursuant to these requirements shall be underwritten by insurers that are admitted carriers in the state of California with an A.M. Best rating of A- or better and a minimum financial size VII.

# CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and effective as of January 28, 2020 between the California Society of Municipal Finance Officers ("CSMFO"), a nonprofit corporation located in Sacramento, California, and NBS ("Consultant"), a corporation, located in Temecula, California. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### 1. TERM

This Agreement is for professional services provided during the period beginning January 1, 2020 and ending December 31, 2021. The agreement may be renewed for two additional years upon mutual agreement of CSMFO and Consultant

#### 2. SCOPE OF WORK TO BE PERFORMED

Consultant shall perform all tasks and successfully complete all duties described and set forth in Exhibit A, attached hereto and incorporated herein.

#### 3. DUE DILIGENCE

Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent; perform all tasks described herein. In providing professional services, Consultant agrees to work in a manner consistent with the best interests of CSMFO as is required of Consultant in meeting the obligations of this Agreement.

#### 4. CSMFO MANAGEMENT

CSMFO's Career Development Committee (CDC) Chair shall represent CSMFO in all matters pertaining to the administration of this Agreement including review and approval of all professional services performed by Consultant, but not including the power to enlarge the scope of work to be performed or change the compensation due to Consultant.

CSMFO's Executive Director shall be authorized to act on CSMFO's behalf, and to execute all necessary documents related to the administration of this Agreement.

#### 5. <u>COMPENSATION</u>

(a) There will be no compensation for instructor services. CSMFO shall provide Consultant reimbursement for reasonable travel and lodging expenses in conjunction with a scheduled course up to \$1,000. Any costs above the limit must be approved by the Career Development Committee Chair.

The Career Development Committee is responsible for scheduling Fundamentals of Fees, Rates, Charges, and Land-Based Financing Tools (Revenue Fundamentals II) courses, and may do so up to 2 occurrences annually during the course of this contract. Should the Career Development Committee wish to schedule more than two of these courses in any one year during the course of this contract, it may so do with prior approval from the Executive Committee.

Consultant will handle all duties the day of the course as identified in Exhibit A of this agreement.

CSMFO or their designee, will handle all duties as outlined in Amendment 1 to the Smith Moore and Associates Service Agreement relating to core course administration, including but not limited to advance registration, course evaluations, etc.

- (b) <u>Payments</u>: Payment for reimbursement of expenses (with supporting copies of receipts) will be made upon receipt of invoice from Consultant.
- (c) Additional Services: Consultant shall not be compensated for services rendered in connection with performance of this Agreement that are in addition to those set forth in Exhibit A, unless such additional services are authorized in advance (via email) by the Career Development Committee Chair, with approval from the Executive Committee. Additional services will be billed separately, at month-end, net 30 days.

#### 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- (a) Either party, may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the other party at least sixty (60) days prior written notice. If either party suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, CSMFO shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to CSMFO.

#### 7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CSMFO shall have no obligation or duty to

continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

(b) If the CSMFO President or designee, after consultation with the Executive Committee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the CSMFO President or designee shall cause to be served upon Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, CSMFO shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

# 8. <u>OWNERSHIP OF DOCUMENTS</u>

CSMFO agrees that all documents and curriculum are the property of Consultant. Should CSMFO be interested in using the documents after termination of this contract, a separate contract or contract addendum would need to be negotiated.

#### 9. INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other party, its directors, officers, employees, agents and volunteers, from and against all claims and actions and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other harmful acts caused or contributed to by the other party or anyone acting under its direction, control, or behalf. This indemnity and hold harmless agreement will not be applicable to any liability based upon the sole negligence of any single party.

# 10. <u>INSURANCE REQUIREMENTS</u>

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B, attached to and part of this Agreement.

#### 11. <u>INDEPENDENT CONSULTANT</u>

- a) Consultant is and shall at all times remain as to CSMFO a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CSMFO nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CSMFO. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CSMFO, or bind CSMFO in any manner.
- b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CSMFO shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for CSMFO. CSMFO shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

#### 12. LEGAL RESPONSIBILITIES

Consultant shall remain informed of State and Federal laws and regulations which in any manner affect those employed by them or in any way affect the performance of their service pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CSMFO, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

#### 13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of CSMFO in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CSMFO will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CSMFO to any and all remedies at law or in equity.

#### 14. ASSIGNMENT

CSMFO and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to CSMFO for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of CSMFO.

#### 15. <u>ENTIRE AGREEMENT</u>

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

#### 16. **GOVERNING LAW**

CSMFO and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement.

#### 17. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given by personal service, delivery by a reputable document delivery service (with receipt showing date and time of delivery), or by U.S. Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CSMFO: California Society of Municipal Finance Officers

700 R Street, Suite 2000 Sacramento, CA 95811 Attention: Executive Director

To Consultant: NBS

870 Market Street

San Francisco, CA 94102 Attention: Tim Seufert

# 18. ACCEPTANCE AND APPROVAL OF AGREEMENT

The parties hereto have caused this Agreement to be executed and effective as of the commencement date stated herein.

Signature	Date
Melissa Manchester CSMFO Executive Director	
Signature	Date
NBS	
Consultant	

#### **EXHIBIT A**

#### SCOPE OF WORK TO BE PERFORMED

# Consultant Agrees to Perform the Following Services for CSMFO:

- Conduct courses as scheduled by CSMFO and Consultant on Fundamentals of Fees, Rates, Charges, and Land Based Finance Tools (Revenue Fundamentals II).
- Prepare presentation and handout materials for all such courses scheduled
- Perform on-site registration services for such courses
- Deliver sign-in sheets for courses to CSMFO staff for preparation of CPE credit and invoicing of walk-in registrants
- Present invoices for expenses within 30 days after completion of each class
- Conduct any follow-up services necessary to complete each course



#### **EXHIBIT B**

#### **INSURANCE REQUIREMENTS**

Prior to the beginning of and throughout the duration of this Agreement, Consultant will maintain insurance in conformance with the requirements set forth below.

- 1. Commercial General Liability Insurance: \$1,000,000 peroccurrence.
- 2. Business Auto Coverage (if applicable): \$1,000,000 peraccident.
  - Business Auto Coverage is required only if business autos are to be used in conjunction with performing duties under this Agreement. If Consultant or Consultant's employees will use personal autos in any way while performing duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- 3. Workers' Compensation Coverage (if Consultant has employees) providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident.

Insurance procured pursuant to these requirements shall be underwritten by insurers that are admitted carriers in the state of California with an A.M. Best rating of A- or better and a minimum financial size VII.

# CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and effective as of January 28, 2020 between the California Society of Municipal Finance Officers ("CSMFO"), a nonprofit corporation located in Sacramento, California, and Davis Farr LLP ("Consultant"), a limited liability corporation, located in Irvine, California. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

# 1. <u>TERM</u>

This Agreement is for professional services provided during the period beginning January 1, 2020 and ending December 31, 2021. The agreement may be renewed for two additional years upon mutual agreement of CSMFO and Consultant.

#### 2. SCOPE OF WORK TO BE PERFORMED

Consultant shall perform all tasks and successfully complete all duties described and set forth in Exhibit A, attached hereto and incorporated herein.

#### 3. DUE DILIGENCE

Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent; perform all tasks described herein. In providing professional services, Consultant agrees to work in a manner consistent with the best interests of CSMFO as is required of Consultant in meeting the obligations of this Agreement.

#### 4. CSMFO MANAGEMENT

CSMFO's Career Development Committee (CDC) Chair shall represent CSMFO in all matters pertaining to the administration of this Agreement including review and approval of all professional services performed by Consultant, but not including the power to enlarge the scope of work to be performed or change the compensation due to Consultant.

CSMFO's Executive Director shall be authorized to act on CSMFO's behalf, and to execute all necessary documents related to the administration of this Agreement.

#### 5. <u>COMPENSATION</u>

(a) There will be no compensation for instructor services. CSMFO shall provide Consultant reimbursement for reasonable travel and lodging expenses in conjunction with a scheduled course up to \$1,000. Any costs above the limit must be approved by the Career Development Committee Chair.

The Career Development Committee is responsible for scheduling Investment Accounting courses, and may do so up to 2 occurrences annually during the course of this contract. Should the Career Development Committee wish to schedule more than two of these courses in any one year during the course of this contract, it may so do with prior approval from the Executive Committee.

Consultant will handle all duties the day of the course as identified in Exhibit A of this agreement.

CSMFO or their designee, will handle all duties as outlined in Amendment 1 to the Smith Moore and Associates Service Agreement relating to core course administration, including but not limited to advance registration, course evaluations, etc.

- (b) <u>Payments</u>: Payment for reimbursement of expenses (with supporting copies of receipts) will be made upon receipt of invoice from Consultant.
- Additional Services: Consultant shall not be compensated for services rendered in connection with performance of this Agreement that are in addition to those set forth in Exhibit A, unless such additional services are authorized in advance (via email) by the Career Development Committee Chair, with approval from the Executive Committee. Additional services will be billed separately, at month-end, net 30 days.

# 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- (a) Either party, may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the other party at least sixty (60) days prior written notice. If either party suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, CSMFO shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to CSMFO.

#### 7. <u>DEFAULT OF CONSULTANT</u>

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CSMFO shall have no obligation or duty to continue compensating Consultant for any work performed after the date of

default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

(b) If the CSMFO President or designee, after consultation with the Executive Committee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the CSMFO President or designee shall cause to be served upon Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, CSMFO shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

### 8. <u>OWNERSHIP OF DOCUMENTS</u>

CSMFO agrees that all documents and curriculum are the property of Consultant. Should CSMFO be interested in using the documents after the termination date of this contract, a separate contract or contract addendum would need to be negotiated.

#### 9. <u>INDEMNIFICATION</u>

Each party agrees to indemnify, defend and hold harmless the other party, its directors, officers, employees, agents and volunteers, from and against all claims and actions and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other harmful acts caused or contributed to by the other party or anyone acting under its direction, control, or behalf. This indemnity and hold harmless agreement will not be applicable to any liability based upon the sole negligence of any single party.

#### 10. <u>INSURANCE REQUIREMENTS</u>

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B, attached to and part of this Agreement.

#### 11. <u>INDEPENDENT CONSULTANT</u>

- Consultant is and shall at all times remain as to CSMFO a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CSMFO nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CSMFO. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CSMFO, or bind CSMFO in any manner.
- b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CSMFO shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for CSMFO. CSMFO shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

#### 12. LEGAL RESPONSIBILITIES

Consultant shall remain informed of State and Federal laws and regulations which in any manner affect those employed by them or in any way affect the performance of their service pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CSMFO, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

#### 13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of CSMFO in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CSMFO will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CSMFO to any and all remedies at law or in equity.

#### 14. ASSIGNMENT

CSMFO and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to CSMFO for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of CSMFO.

#### 15. <u>ENTIRE AGREEMENT</u>

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

#### 16. **GOVERNING LAW**

CSMFO and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement.

#### 17. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given by personal service, delivery by a reputable document delivery service (with receipt showing date and time of delivery), or by U.S. Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CSMFO: California Society of Municipal Finance Office	To CSMFO:	California:	Society	of Munici	pal Finance	Officers
--	-----------	-------------	---------	-----------	-------------	----------

700 R Street, Suite 2000 Sacramento, CA 95811 Attention: Executive Director

To Consultant: Jennifer Farr

Davis Farr LLP

2301 Dupont Drive, #200

Irvine, CA 92612

# 18. ACCEPTANCE AND APPROVAL OF AGREEMENT

Consultant

The parties hereto have caused this Agreement to be executed and effective as of the commencement date stated herein.

Signature	Date
Melissa Manchester CSMFO Executive Director	
Signature	Date
Jennifer Farr Davis Farr LLP	

#### **EXHIBIT A**

#### SCOPE OF WORK TO BE PERFORMED

# Consultant Agrees to Perform the Following Services for CSMFO:

- Conduct courses as scheduled by CSMFO and Consultant on Investment Accounting.
- Prepare presentation and handout materials for all such courses scheduled
- Perform on-site registration services for such courses
- Deliver sign-in sheets for courses to CSMFO staff for preparation of CPE credit and invoicing of walk-in registrants
- Present invoices for expenses within 30 days after completion of each class
- Conduct any follow-up services necessary to complete each course



#### **EXHIBIT B**

#### **INSURANCE REQUIREMENTS**

Prior to the beginning of and throughout the duration of this Agreement, Consultant will maintain insurance in conformance with the requirements set forth below.

- 1. Commercial General Liability Insurance: \$1,000,000 peroccurrence.
- 2. Business Auto Coverage (if applicable): \$1,000,000 peraccident.
  - Business Auto Coverage is required only if business autos are to be used in conjunction with performing duties under this Agreement. If Consultant or Consultant's employees will use personal autos in any way while performing duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- 3. Workers' Compensation Coverage (if Consultant has employees) providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident.

Insurance procured pursuant to these requirements shall be underwritten by insurers that are admitted carriers in the state of California with an A.M. Best rating of A- or better and a minimum financial size VII.

# CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and effective as of January 28, 2020 between the California Society of Municipal Finance Officers ("CSMFO"), a nonprofit corporation located in Sacramento, California, and PFM Asset Management LLC ("Consultant"), a Delaware limited liability company, with offices located in Harrisburg, Pennsylvania. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### 1. TERM

This Agreement is for professional services provided during the period beginning January 1, 2020 and ending December 31, 2021. The agreement may be renewed for two additional years upon mutual agreement of CSMFO and Consultant

# 2. SCOPE OF WORK TO BE PERFORMED

Consultant shall perform all tasks and successfully complete all duties described and set forth in Exhibit A, attached hereto and incorporated herein.

#### DUE DILIGENCE

Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent; perform all tasks described herein. In providing professional services, Consultant agrees to work in a manner consistent with the best interests of CSMFO as is required of Consultant in meeting the obligations of this Agreement.

#### 4. CSMFO MANAGEMENT

CSMFO's Career Development Committee (CDC) Chair shall represent CSMFO in all matters pertaining to the administration of this Agreement including review and approval of all professional services performed by Consultant, but not including the power to enlarge the scope of work to be performed or change the compensation due to Consultant.

CSMFO's Executive Director shall be authorized to act on CSMFO's behalf, and to execute all necessary documents related to the administration of this Agreement.

#### 5. <u>COMPENSATION</u>

(a) There will be no compensation for instructor services. CSMFO shall provide Consultant reimbursement for reasonable travel and lodging expenses in conjunction with a scheduled course up to \$1,000. Any costs above the limit must be approved by the Career Development Committee Chair.

The Career Development Committee is responsible for scheduling Investment Accounting courses, and may do so up to 2 occurrences annually during the course of this contract. Should the Career Development Committee wish to schedule more than two of these courses in any one year during the course of this contract, it may so do with prior approval from the Executive Committee with concurrence from the Consultant.

Consultant will handle all duties the day of the course as identified in Exhibit A of this agreement.

CSMFO or their designee, will handle all duties as outlined in Amendment 1 to the Smith Moore and Associates Service Agreement relating to core course administration, including but not limited to advance registration, course evaluations, etc.

- (b) <u>Payments</u>: Payment for reimbursement of expenses (with supporting copies of receipts) will be made upon receipt of invoice from Consultant.
- (c) Additional Services: Consultant shall not be compensated for services rendered in connection with performance of this Agreement that are in addition to those set forth in Exhibit A, unless such additional services are authorized in advance (via email) by the Career Development Committee Chair, with approval from the Executive Committee. Additional services will be billed separately, at month-end, net 30 days.

# 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- (a) Either party, may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the other party at least sixty (60) days prior written notice. If either party suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, CSMFO shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to CSMFO.

#### 7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CSMFO shall have no obligation or duty to

continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

(b) If the CSMFO President or designee, after consultation with the Executive Committee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the CSMFO President or designee shall cause to be served upon Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, CSMFO shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

# 8. OWNERSHIP OF DOCUMENTS

CSMFO agrees that all documents and curriculum are the property of Consultant. Should CSMFO be interested in using the documents after the termination date of this contract, a separate contract or contract addendum would need to be negotiated.

#### 9. INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other party, its directors, officers, employees, agents and volunteers, from and against all claims and actions and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other harmful acts caused or contributed to by the other party or anyone acting under its direction, control, or behalf. This indemnity and hold harmless agreement will not be applicable to any liability based upon the sole negligence of any single party.

# 10. INSURANCE REQUIREMENTS

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B, attached to and part of this Agreement.

#### 11. <u>INDEPENDENT CONSULTANT</u>

- a) Consultant is and shall at all times remain as to CSMFO a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CSMFO nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CSMFO. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CSMFO, or bind CSMFO in any manner.
- b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CSMFO shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for CSMFO. CSMFO shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

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#### 13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of CSMFO in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CSMFO will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CSMFO to any and all remedies at law or in equity.

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CSMFO and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to CSMFO for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of CSMFO.

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This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

## 16. **GOVERNING LAW**

CSMFO and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement.

# 17. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given by personal service, delivery by a reputable document delivery service (with receipt showing date and time of delivery), or by U.S. Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CSMFO:	California Society of Municipal Finance Officers 700 R Street, Suite 2000 Sacramento, CA 95811 Attention: Executive Director
To Consultant:	PFM Asset Management LLC 213 Market Street Harrisburg, PA 17101 Attention: Erica Garthwaite
ACCEPTANCE AND A	APPROVAL OF AGREEMENT
The parties hereto have the commencement de	re caused this Agreement to be executed and effective as of ate stated herein.
Signature	Date
Melissa Manche CSMFO Execut	

PFM Asset Management LLC Consultant

Signature

18.

Date

# **EXHIBIT A**

#### SCOPE OF WORK TO BE PERFORMED

# Consultant Agrees to Perform the Following Services for CSMFO:

- Conduct courses as scheduled by CSMFO and Consultant on Investment Accounting.
- Prepare presentation and handout materials for all such courses scheduled
- Perform on-site registration services for such courses
- Deliver completed sign-in sheets for course to CSMFO staff for preparation of CPE credit and invoicing of walk-in registrants
- Present invoices for expenses within 30 days after completion of each class
- Conduct any follow-up services necessary to complete each course



#### **EXHIBIT B**

#### **INSURANCE REQUIREMENTS**

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- 1. Commercial General Liability Insurance: \$1,000,000 peroccurrence.
- 2. Business Auto Coverage (if applicable): \$1,000,000 peraccident.
  - Business Auto Coverage is required only if business autos are to be used in conjunction with performing duties under this Agreement. If Consultant or Consultant's employees will use personal autos in any way while performing duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- 3. Workers' Compensation Coverage (if Consultant has employees) providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident.

Insurance procured pursuant to these requirements shall be underwritten by insurers that are admitted carriers in the state of California with an A.M. Best rating of A- or better and a minimum financial size VII.



# **CSMFO BOARD REPORT**

DATE: January 28, 2020

FROM: Laura M. Nomura, CPA

Career Development Committee Chair

SUBJECT: Proposal from Don Maruska & Company for Additional Support with Transition

of CSMFO Webinar Program to New Provider for \$10,000

#### **Discussion:**

Don Maruska (Don) has been providing services relating to CSMFO's "Emerging Issues" webinar series since the coaching program's inception in 1997 in addition to providing other support services to the Career Development Committee (Committee). The webinar series has been wildly successful with webinar attendance reaching 4,600 for 2019. Don Maruska has been a significant catalyst and driver of the success of this program. Aside from being able to handle the technical and administrative side of running the Go To Webinar and Granicus technology, he adds a "personality" component to running all the webinars by quickly gaining a grasp of the concepts, preparing the presenters and moderating the sessions. Our members have greatly appreciated and benefitted from the webinars, in great part from Don's style and organized approach to the program. During 2018, Don notified the Career Development Committee of his decision to pursue other opportunities and agreed to a remaining one-year contract which would end December 31, 2019.

On December 13, 2018, in preparation of this important transition, the Board approved having Don prepare a document identifying all the key responsibilities performed from start to finish to execute a successful CSMFO webinar. With the webinar program being organically grown over many years and mostly with Don's expertise and effort, the Board understood that the webinar transition to a new vendor would be a challenging effort. This document would be used to help seek a provider that had the skills necessary to take on this important program and would be used as a guide for transitioning to a new vendor.

After much contemplation and discussion, the Committee decided to approach the Government Finance Officers Association (GFOA) about partnering with CSMFO to produce our webinars. GFOA has a long-standing webinar program that is administered by their Research and Consulting Center in Chicago, IL. As outlined in the July 25, 2019 Board Report there were

many synergies and benefits with partnering with GFOA which included similar strategic objectives regarding training and webinars, California being the largest State association member of GFOA, having successful past experience with webinars, etc. On July 25, 2019 the Board approved award of a three-year contract (with additional two-year option) with GFOA. Contracts were signed and executed on September 18, 2019.

The past few months the Committee, Don Maruska and Craig Lesner from GFOA have been discussing and working on the transition. We have discussed the similarities and also differences in the delivery of webinars between the two organizations. The most significant difference related to use of Go-to-Webinar versus Webex. Craig was able to observe Don's delivery of two webinars on October 30 and November 13, 2019. We decided to plan a last webinar for 2019 whereby Don would work with Craig on using Go-to-Webinar to have him test drive the system. Craig is evaluating which system he would like to use with the main goal of maintaining the same level of quality of CSMFO webinars. The first webinar for 2020 is planned for late February.

In addition, we just finished working with Granicus to confirm they would continue to provide the Agenda posting and archiving service for our CSMFO webinars, this was a service provided through Don. There will be technical details that will need to be worked out for the transition.

With these two transition issues and a myriad of other details that need to be worked out, the Committee Chair requested that Don put together a proposal to provide additional support for the successful transition of CSMFO webinars as noted in Section 5(c) of his current contract. Attachment 1 is his outlined proposal which includes up to 40 hours of support through April 30, 2020 for a retainer fee of \$10,000.

The Committee recommends approval of this amendment to ensure a smooth transition of delivering CSMFO webinars to our members.

#### **Recommendation:**

That the Board of Directors:

- 1) Approve that the Administrative Committee prepare Addendum #2 to the Don Maruska & Company contract, dated October 25, 2018, to extend the contract four months to April 30, 2020 and provide for additional consulting services on an as-needed basis to support the transition of the CSMFO Webinar Program to our new provider, Government Finance Officers Association, in an amount not to exceed \$10,000, and
- 2) Approve a budget appropriation of \$10,000 to support these additional services from Don Maruska as outlined in the current contract.

Attachment 1 – Proposal from Don Maruska & Company dated December 16, 2019

Laura Nomura, Chair CSMFO Career Development Committee

# **RE: CSMFO's Request to Support Continued Webinar Success**

Dear Laura,

In response to your request for provision of additional support for the successful transition of the CSMFO webinars, I offer the following. It will be the responsibility of the new provider (GFOA) and Career Development Committee Chair to determine which services it uses and to take responsibility for documenting its procedures, applying them, and delivering results to CSMFO.

# Scope of Services Offered on Retainer Basis through April 30, 2020

- A. Strategies for Organizing, Producing, and Moderating Hi-Value Webinars for CSMFO
  - 1. Share strategies and techniques for organizing and engaging presenters.
  - 2. Review proven ways to optimize value for CSMFO members.
  - 3. Observe, support, and provide feedback on practice webinar(s) and delivered webinar(s) (either in real time, as mutually convenient, or via recording).

# B. Technical Support and Transitions

- 1. Use "see one, do one, teach one" method to enable new provider to learn and demonstrate success in applying the systems and processes.
- 2. Review the systems and processes documented by the new provider to assure their accuracy and effectiveness.
- 3. Assist CSMFO/provider in establishing desired accounts with GoToWebinar (or alternative provider) and Granicus.
- 4. Implement measures to segregate/transfer CSMFO's archives from ICMA's.
- 5. Guide new provider in using the newly established accounts and procedures to manage notifications, posting, archives, and reports.
- 6. Provide coaching support to new provider to accelerate learning curve and support his success.

#### **Professional Fees**

The retainer fee for the availability of these services through April 30, 2020, is \$10,000, which includes up to 40 hours of support. Any support beyond that level will require an addition to this agreement. Payment will be due May 10, 2020.

Approval on behalf of CSMFO:	



# **CSMFO BOARD REPORT**

**January 28, 2020** 

Date: January 15, 2020

FROM: Marcus Pimentel, Communications Committee Chair

SUBJECT: Approve update to CSMFO Communications Editorial Policies and Guidelines

(352 words)

# RECOMMENDATION

That the Board approves minor updates to the CSMFO Communications Editorial Policies and Guidelines related to the launch of CSMFO News.

# **FISCAL IMPACT**

None.

# STRATEGIC ACTION PLAN 2019

Not applicable.

# **ATTACHMENTS**

CSMFO Communications Editorial Policies and Guidelines (redline & clean)

# **BACKGROUND**

In December 2017, the Board adopted the original "CSMFO Communications and Magazine Editorial Policies and Guidelines" to ensure consistent messaging for the then CSMFO Magazine. This policy generally covers the following areas:

- Article guidelines
- Article specifications (CSMFO News & Conference Edition)
- The article review process
- Commercial members' professional ads & sponsored articles
- Tips to writing articles including what not to write about
- Article form and style

# DISCUSSION

The 2017 Policy requires an update to reflect the transition from the CSMFO Magazine to CSMFO News format. No substantial policy changes are included.

Examples of changes include replacing "Magazine" with CSMFO News, adding an overview of the new Conference Magazine print edition, updating the publication cycle from every-other-month to

weekly, referring to CSMFO website for listing of themes and due dates (coming soon), and updating the guidance that articles should be smaller now, between 500 to 750 words.

Two modest changes were to (1) provide guidance for CSMFO on the difference between a "Sponsored Article" and a request from a commercial member to have a general feature published at no charge; and (2) adding a new section to emphasize that anyone can be an author.

Specific to clarity on non-sponsored article submissions, this change recommends that if a commercial member wants an article to be considered a general feature, it should seek a co-author from a member agency and include examples of member use cases. What we found was that several times a year, a commercial member would approach our committee to suggest that their feature is worth of general publication, but that they are not interested in pursuing a sponsored article. This guidance will help staff and committee members with those future conversations.

# **CSMFO Communications and Magazine-**Editorial Policies and Guidelines

CSMFO is the preeminent resource for promoting excellence in government finance. To that end, CSMFO is committed to providing a cohesive communications message and branding experience for each and every member. CSMFO will utilize all communication tools to promote and reach out to its membership, including the CSMFO website, <a href="MagazineCSMFO News">MagazineCSMFO News</a>, <a href="social media">social media</a>, <a href="Annual Conference">Annual Conference</a>, Chapter meetings, membership list serve, training courses, awards programs, and any other <a href="services at its disposallike">services at its disposallike</a> opportunities.

The Communication Committee is directed through the CSMFO Policy and Procedures Manual to, amongst other duties, enhance communication between CSMFO and members and provide policies, guidelines and procedures related to the CSMFO Magazine News and other communications.

#### **CSMFO COMMUNICATION**

The Committee may, as needed, enforce communication standards and adherence to the CSMFO Style Guide with leadership, consultants and members. This may include requiring certain communication to be previewed by the Committee prior to release, contacting CSMFO Executive Director or Administration Committee representatives about enforcement of Style Guide requirements, or development of communication templates.

# **CSMFO Conference Magazine**

For the 2020 conference and subsequent conferences, the CSMFO Board has directed that the Communication Committee produce an annual magazine dedicated to the year's annual conference. This shall be in addition to the weekly publication of CSFMO News and will supplement any features published in CSMFO News. Accordingly, the Conference Magazine shall be produced after the conference and shall primarily capture the major images of the conference with brief, supporting narratives.

All content within this conference magazine shall adhere to the same policy and guidelines included herein.

#### **CSMFO MAGAZINE**NEWS

The CSMFO MagazineNews is a professional publication dedicated to providing relevant articles and information for the benefit of the CSMFO membership. Most issues of the CSMFO MagazineNews will generally feature a theme that is decided determined prior to the new Calendar yearin advance by the Communications Committee. Some of the past themes have been Improving Your Budget Process; Fiscal Sustainability; Current Hot Topics; along with the Annual Conference special edition.

The <u>CSMFO magazineNews</u> format includes feature articles that focus on a variety of local government finance and management topics; highlights of local chapter and member activities; <u>member engagement</u> and highlight features; and key take-aways from <u>CSMFO</u> training.

<u>CSMFO News shall also include monthly features</u>; <u>regular letters</u> from the <u>Communication Committee to promote upcoming features</u>; <u>from the CSMFO current</u> President <u>and Executive Director</u>; <u>and article</u> from the President-Elect on the <u>mes around the nextupcoming</u> annual conference.

<u>CSMFO News shall also include purchased content. This may be in the form of sponsored articles or advertisements</u>; and current job opportunities. <u>CSMFO welcomes contributions from all areas of the government finance world</u>. Articles that are published deal with professional issues in local government finance, particularly from the local government manager's point of view.

<u>CSMFO News'The publication's</u> content is intended to strike a balance between practicality, <u>readability</u>, and scholarship so as to appeal to <u>all professional levels within</u> the California government finance community.

#### **Publication Information**

The CSMFO MagazineNews shall be published weekly for the first three weeks of each month. six times a year: in January, March, May, July, September, and November (alternate months from the GFOA Government Finance Review magazine). The CSMFO MagazineNews is available on the CSMFO website and an e-mail link is sent to each member when new content is published. each month the magazine is published. LimitedNo print copies are produced available upon request. Typically, a print copy(s) will be sent to any author(s) or vendor(s) in the month in which a contributor's article or paid vendor ad was published.

#### **Magazine CSMFO News Article Guidelines**

It is CSMFO's editorial policy to publish articles that are written in a clear and concise style in order to bring the article's message to magazine readers. It is understood by the contributor that all articles are subject to editorial review and that the right of publication in any language or form is reserved by CSMFO. A short production schedule prohibits sending authors the page proofs of articles that are ready to go to publication. Typically, CSMFO News will not edit paid Sponsored Articles but reserves the right to do so. CSMFO News may delay publication upon consultation with the sponsor to better align content with upcoming features.

Contributors are encouraged to personalize their submissions and to incorporate subject matter that reflects what is important to local government professionals. Authors are also encouraged to include information that readers can adapt to their own situations. If applicable, articles should include projected fiscal impacts and any associated problems or benefits. At the time an article is submitted, the editor should be informed if it has been published in or submitted to other publications. With the notable exception of sponsored articles, CSMFO does not publish articles that are self-promotional in nature, or market a product or service available from a vendor. Sponsored articles shall be clearly identified when published.

Unless an author makes a request in writing to retain the copyright to an article, it is assumed that the article belongs to CSMFO. Any article published in the CSMFO MagazineNews may not be republished in any media format without the written permission of CSMFO. However, an article can be linked via various social media platforms and requires acknowledgement that link is related to CSMFO and must reflect intentions that are consistent with the CSMFO's stated Mission and Values. Requests for permission to publish, reproduce or translate articles in any way should be sent to the CSMFO News editor. Direct solicitation of article by the editors of the MagazineCSMFO News does not guarantee publication and should not be construed as such.

#### **Article Specifications**

- Article must have a brief title, <u>sub-title</u>, and a byline <u>with authors name</u>, <u>title</u>, and <u>name of their organization</u>.
- Submissions are to be in unformatted Word document format without any embedded images (such as authors photo or suggested images).
- Feature articles are recommended to be between can be 500 to a maximum of and 751,500 words, while articles for departments should be 500-750 words. The average article is 1,000 words.
   Longer articles may be trimmed or become a multi-part series at the discretion of CSMFO News.
- Color photographs are encouraged <u>only</u> if they illustrate points in the article. <u>; gG</u>raphs or charts <u>are NOT recommended</u> also are encouraged but must be included in a separate file from the <u>article</u>. Any <u>imagesgraphics or photographs</u> submitted must be the property of the author or come with the owner's express permission to reprint.
- CSMFO Magazine News is both a digital only publication and print. Hyperlinks to other sources No digital reference to "click here" or "follow this link," for example, should can be suggested and be incorporated into proposed the articles. However, in the digital version, we can link to any URL provided for the article in a separate file.
- The author should also provide a very brief biography or color commentary about their current job responsibilities, emphasizing any role they have in or with CSMFO and/or highlighting their perspective of the article's subject matter.
- If available, anAn author's professional color photo must should also be included separately (—no selfies).
- The use of direct quotes and the identification of public officials without their clear consent by name areis generally not permitted. However, quotes areit is permitted when author is interviewing a CSMFO member or individual for purposes of gathering information for a mutually agreed-upon article.

Articles should be submitted by email to the Communication Committee and should shall include as separate attachments all author images or other suggested images.

<u>Articles shall clearly contain</u> a suggested title, <u>sub-title</u>, the author's name, job title, company, complete postal address, email address and contact phone number. If there are co-authors, respective titles and addresses should be indicated clearly. If there is a change of title or address while the article is in the process of publication, the editor should be notified as soon as possible. All articles are subject to review for potential plagiarism.

Endnotes/footnotes are not encouraged because the CSMFO <u>MagazineNews</u> is not a scholarly journal. If necessary, however, they should be numbered consecutively and listed separately at the end of the article.

**Deadlines for article** and advertisements are published in the CSMFO Policies and Procedures section of the website. Failure to turn in an article by the editorial deadline may result in the manuscript not being published due to the short production schedule after the article due date.submission are:

Publication Date	Article Due Date
January	<del>December 15</del>
March	February 15

May	April 15
July	June 15
September	August 15
November	October 15

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# Messages from CSMFO President / President-Elect / Executive Director Communication Committee

The current President, President-Elect and Executive Director Communication Committee Chair will author an individual column in the CSMFO Magazine News each publication period.

The articles should reflect the unique writing style and personalities of each of the officers. The subject of each column will be at the discretion of each officer. Typically the President's focus will be on the current events of CSMFO and the government finance profession, while the President-Elect's column may focus on the upcoming annual conference. The Communication Committee will typically promote upcoming features. Because this leadership group represents the organization as a whole, each column will go through the normal editorial review.

#### **Classified Job Ads**

Classified job opportunities are listed in the magazine as a government member benefit. This service is based on a paid submission to CSMFO for placement of a job opening on the CSMFO careers website jobs opportunities tab.

No classified ads advertising commercial jobs are accepted, but classified ads advertising finance jobs may be accepted from commercial members. With the permission of the Executive Director or CSMFO President, ads for nationally recognized charities may be accepted for posting. The format for the job posting shall include: Job Title; entity; agency; salary; positions description; application deadline date. Fees are set by the Board and can be paid online or invoiced to the agency the month the job ad appears.

#### **Commercial Members' Professional Ads**

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Artwork and accuracy of the information contained in the artwork is the responsibility of the advertising entity, and neither the CSMFO Board nor the editors of the CSMFO MagazineNews will be held responsible for the information contained therein. Only minor changes to the ads will be accepted, however advertisers are encourage to provide updated artwork for publication should they choose to change their ad. Professional ads will be placed throughout the magazineCSMFO News as determined by CSMFO editorial staff so as to avoid any appearances of favoritism. CSMFO reserves the right to refuse publication of an ad due to inappropriate content or if the professional quality of the ad does not meet CSMFO style standards.

Failure to pay any CSMFO invoice in a timely manner may result in the agency or commercial vendor being precluded from placing further classified job ads or professional square ads in the CSMFO <u>MagazineNews</u> or being placed on the CSMFO website until all outstanding invoices are paid in full. The Board of Directors also has the discretion to place an agency or commercial vendor on pre-paid cash only payment plan.

#### **Sponsored Articles**

The rates and policies for the sponsored articles are set by the Board and will be reviewed at the discretion of the Board. Commercial vendors Sponsors can submit also have the opportunity to submit a paid Sponsored Article to be published in the CSMFO Magazine News. The article requires adherence to the Magazine CSMFO News guidelines with the expectation that more information will be provided about the vendor and/or author, along with full contact information.

#### Writing for this Professional Magazine CSMFO News or CSMFO Conference Magazine

To help prospective or current authors, the Communication Committee shall publish within the CSMFO Policies & Procedures section of the website tips to writing for CSMFO News.

CSMFO <u>MagazineNews</u> is constantly seeking manuscripts for publication, and many local government professionals have valuable information that can be shared with CSMFO readers. But often having something to convey and actually conveying it are two different matters.

For one reason or another, potential authors either do not realize that they have significant ideas, or they just never get around to putting their ideas on paper. Many people view the task of writing an article to be overwhelming. Others would like to try but just do not know where to begin. This information is intended to help potential authors take the first step.

#### Who can Submit an Article?

<u>CSMFO News gladly welcomes any suggested content from members in good standing.</u> And while CSFMO News gives priority to content from Municipal, Other Government, and other classification members,

<u>CSMFO News recognizes articles from Commercial Members provide unique value as they can provide</u> essential subject matter expertise.

However, in line with this Policy, suggested content from Commercial Members will be subject to additional review to balance between "sponsored articles" and general features aligned with a particular theme or topic of CSFMO News. Commercial members who wish to submit a general feature article are recommended to explore to the fullest extent possible partnering with members on the feature and providing examples of use cases. See "What Not to Write About" for more details.

#### What to Write About?

Many professionals believe that they do not have anything to write about, but just checking their calendars or appointment books could generate ideas. They can write about what they have been doing or the challenges they have faced. They can describe how they approached a particular problem—with favorable or unfavorable results. What may not seem like earth-shattering news to one person could be enlightening to someone else.

Local government administrators can discuss views on important issues, or they can offer guidance to colleagues on matters of mutual interest. CSMFO typically looks for manuscripts that have strong practical appeal. It does publish articles that are theoretical in nature, but many of the published articles contain information that readers can put to immediate use in their own local governments.

Potential authors can write about <u>or summarize</u> topics that have been covered in other professional publications. Different people may address the same topic in different and unique ways and make an important contribution to <u>the magazineCSMFO News</u>.

Some finance professional may find they have ideas and want to write about them, but just do not have the time to follow through. Jotting ideas down will help save them for use at a later time.

#### What Not to Write About?

Since the CSMFO MagazineNews is a representation of CSMFO, there shall be no partisan politics; advocating for a policy position different from a formal adopted position of the CSMFO Board of Directors; inappropriate comments of any type; or demeaning remarks about other organizations or individuals. Except for sponsored articles, no article will be published that is self-promotional or market a product or service available from a commercial vendor. Articles shall not promote a particular political party or candidate.

#### **Article Form and Style**

CSMFO articles usually have three basic parts: an introduction, a body, and a conclusion. The introduction should catch the reader's attention, describe the subject and briefly outline the organization of the article. The body contains the author's elaboration on the subject matter. This is the longest part of the article, and it includes all the analyses, descriptions and examples that the author feels are necessary to get the ideas across. The conclusion section of an article can then summarize important points that were made in the body, draw inferences from the material in the body or call attention to the accomplishments the author set out to make.

Articles should be written so that readers can quickly skim over the main points. Exhibits, graphs and tables can also help the reader understand the information should be avoided as they do not currently align with CSMFO News' online publication best practices. An executive summary or "takeaway" copy is encouraged to be included, with two or three bullet points that tell readers what they will learn from reading the article.

# **Benefits of Writing an Article**

By writing a magazineCSMFO News article, contributors are sharing expertise with colleagues and peers, and information sharing is what this magazineCSMFO News is all about. CSMFO is committed to creating a positive legacy. We believe in collaboration, teamwork and developing leaders who share information. Authors can share in that legacy through the contribution of content to the magazineCSMFO News.

# **CSMFO Communications Editorial Policies and Guidelines**

CSMFO is the preeminent resource for promoting excellence in government finance. To that end, CSMFO is committed to providing a cohesive communications message and branding experience for every member. CSMFO will utilize all communication tools to promote and reach out to its membership, including the CSMFO website, CSMFO News, social media, Annual Conference, Chapter meetings, membership list serve, training courses, awards programs, and any other like opportunities.

The Communication Committee is directed through the CSMFO Policy and Procedures Manual to, amongst other duties, enhance communication between CSMFO and members and provide policies, guidelines and procedures related to CSMFO News and other communications.

#### **CSMFO COMMUNICATION**

The Committee may, as needed, enforce communication standards and adherence to the CSMFO Style Guide with leadership, consultants and members. This may include requiring certain communication to be previewed by the Committee prior to release, contacting CSMFO Executive Director or Administration Committee representatives about enforcement of Style Guide requirements, or development of communication templates.

#### **CSMFO Conference Magazine**

For the 2020 conference and subsequent conferences, the CSMFO Board has directed that the Communication Committee produce an annual magazine dedicated to the year's annual conference. This shall be in addition to the weekly publication of CSFMO News and will supplement any features published in CSMFO News. Accordingly, the Conference Magazine shall be produced after the conference and shall primarily capture the major images of the conference with brief, supporting narratives.

All content within this conference magazine shall adhere to the same policy and guidelines included herein.

#### **CSMFO NEWS**

CSMFO News is a professional publication dedicated to providing relevant articles and information for the benefit of the CSMFO membership. CSMFO News will generally feature a theme that is determined prior to the new Calendar year by the Communications Committee. Some of the past themes have been Improving Your Budget Process; Fiscal Sustainability; Current Hot Topics; along with the Annual Conference special edition.

The CSMFO News format includes feature articles that focus on a variety of local government finance and management topics; highlights of local chapter and member activities; member engagement and highlight features; and key take-aways from CSMFO training.

CSMFO News shall also include monthly features from the Communication Committee to promote upcoming features; from the CSMFO President; and from the President-Elect on themes around the next annual conference.

CSMFO News shall also include purchased content. This may be in the form of sponsored articles or advertisements.

CSMFO News' content is intended to strike a balance between practicality, readability, and scholarship so as to appeal to all professional levels within the California government finance community.

#### **Publication Information**

The CSMFO News shall be published weekly for the first three weeks of each month. CSMFO News is available on the CSMFO website and an e-mail link is sent to each member when new content is published. No print copies are produced.

#### **CSMFO News Article Guidelines**

It is CSMFO's editorial policy to publish articles that are written in a clear and concise style in order to bring the article's message to readers. It is understood by the contributor that all articles are subject to editorial review and that the right of publication in any language or form is reserved by CSMFO. A short production schedule prohibits sending authors the page proofs of articles that are ready to go to publication. Typically, CSMFO News will not edit paid Sponsored Articles but reserves the right to do so. CSMFO News may delay publication upon consultation with the sponsor to better align content with upcoming features.

Contributors are encouraged to personalize their submissions and to incorporate subject matter that reflects what is important to local government professionals. Authors are also encouraged to include information that readers can adapt to their own situations. If applicable, articles should include projected fiscal impacts and any associated problems or benefits. At the time an article is submitted, the editor should be informed if it has been published in or submitted to other publications. With the notable exception of sponsored articles, CSMFO does not publish articles that are self-promotional in nature, or market a product or service available from a vendor. Sponsored articles shall be clearly identified when published.

Unless an author makes a request in writing to retain the copyright to an article, it is assumed that the article belongs to CSMFO. Any article published in CSMFO News may not be republished in any media format without the written permission of CSMFO. However, an article can be linked via various social media platforms and requires acknowledgement that link is related to CSMFO and must reflect intentions that are consistent with the CSMFO's stated Mission and Values. Requests for permission to publish, reproduce or translate articles in any way should be sent to CSMFO News editor. Direct solicitation of article by the editors of the CSMFO News does not guarantee publication and should not be construed as such.

#### **Article Specifications**

- Article must have a brief title, sub-title, and a byline with authors name, title, and name of their organization.
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#### **CSMFO BOARD REPORT**

DATE: January 28, 2020

FROM: CSMFO Ad Hoc Working Group

Margaret Moggia, Past President, Chair

**SUBJECT: Review Process for Management Services Contract** 

# BACKGROUND:

CSMFO currently contracts with Smith Moore & Associates (SMA) for its administrative, financial, and program-related support; this agreement is set to expire on December 31, 2021. During the November 7, 2019 Board Meeting, the Board gave direction to the Ad Hoc Working Group (Ad Hoc) to continue to evaluate the required scope for management services to determine the best approach to retain services to support the goals and objectives of CSMFO.

The Ad Hoc will ultimately be seeking the Board's direction on the following items:

- 1. The Board will need to decide if it will negotiate a new agreement with SMA or solicit proposals through a competitive Request for Proposals (RFP). In addition, the Board shall provide direction on the term of the new agreement.
- 2. With the 2022 Annual Conference scheduled for February, CSMFO Board will need to decide which pathway to follow for continued and uninterrupted service. The Ad Hoc Working Group identified three options:
  - a) Extend the current SMA contract for <u>all</u> services through the 2022 Annual Conference/wrap up and then have a new contract for services after the new expiration; or
  - b) Extend the SMA contract for conference-related services through the 2022 Annual Conference, but have a separate contract for all other services; or
  - c) Enter into a new contract January 1, 2022, or sooner, for all services.
- 3. Should there be a change in management companies, how much time should we allow for a transition?

4. Does the Board recommend a single firm to provide all services (including those that are subcontracted) or will the Board have separate contracts for different types of services?

To aid the Board in which direction to take, the Ad Hoc recommends they conduct interviews (see attached interview schedule) to assess what are the Committees and leadership teams' needs, concerns, and desired levels of services for the next contract term. The goal is to have the Ad Hoc present the interview results at the October 2020 Strategic Planning and Board Meeting to:

- 1. Provide additional feedback for desired outcome;
- 2. Evaluate which approach to follow: Release Request for Proposals (RFP) or negotiate a contract extension with Smith Moore & Associates; and
- 3. Determine the timing and the transition period.

# **RECOMMENDATION:**

That the Board concurs or provides alternate direction to the Ad Hoc working group on the next steps for Management Services contract.

Attachments: Example schedules for interviews and solicitation process

# **Proposed Interview Schedule**

#### **Individual Interview Series**

What is the Board and CSMFO leadership's vision for the next five years?

<u>Strategy and Timing</u>: Ad Hoc members conduct individual interviews with CSMFO Leadership (Chapter chairs (20), Committee (9), and Board Members – approximately 40 interviews) to assess where they feel CSMFO should direct its efforts.

February: Develop interview questions

- What is our current view on CSFMO activities?
- Recommend any changes/eliminations?
- What are your thoughts on other initiatives should CSMFO be considering (like Student Engagement, Certification)

March - May: Conduct interviews

June: Summarize interviews and draft report for strategic planning meeting.

#### **Committee Interview Series**

Evaluate the needs of each committee for the current and next five years

<u>Strategy and Timing</u>: Ad Hoc will interview each committee to determine how their committee needs should be met, determine if the management company's role should change, and determine if there are any gaps in service.

- Interview each committee to gain their insight about what their desired needs are for a management company. Examples: Support for CSMFO News, Chapters, and Career Development courses
- Determine if the current need can be met through volunteers or management company

February: Develop resources (committee specific interview questions and forms)

March: Schedule interviews and distribute resources

April - August: Conduct interview with individual committee

September: Compile Committee interviews for report to strategic planning meeting

Based on these interviews, the Ad Hoc will interview certain SMA staff or subcontractors to understand their role supporting the committees to incorporate in its recommendation of desired scope levels.

Once the interviews are concluded, the Ad Hoc working group will prepare a detailed scope that can be used for either contract negotiations or for an RFP.

# **Example Solicitation Schedule**

Assuming the Board opts to conduct a competitive solicitation, and it does not want to extend beyond the current contract date, here is a proposed timeline that eliminates the need to negotiate with SMA on a contract extension. CSMFO should provide at least 60-90 days' notice to terminate.

1. Evaluate Needs for next 5 Years February to September 2020

Identify Management Firms
 Develop detailed scope
 Board approval of RFP
 Release RFP
 Proposals due
 Evaluate Proposals/Conduct Interviews
 Board approves vendor
 Transition
 August 2020
 September 2020
 October 2020
 January 2021
 February 2021
 April 2021
 May-July 2021

Please note that the above schedule can be modified once Board direction is received, and more fully understand the timing and scope of this support service.

Should the Board choose to begin the services after the 2022 Annual Conference, the schedule can be extended. And if the Board opts to negotiate with SMA, the timing should be evaluated.



#### **CSMFO BOARD REPORT**

DATE: January 28, 2020

FROM: Joan Michaels Aguilar, 2019 Past President

SUBJECT: CSMFO Bylaws Update

# **Background:**

At the December 5, 2019 Board meeting, the initial review of the proposed update to the CSMFO Bylaws took place. As a refresher, in 2019 as part of the updated Strategic Plan, one of the core items identified had been to update the bylaws. An Hoc Committee to address the potential bylaw changes met multiple times with members Mary Bradley and Margaret Moggia, both past presidents, Executive Director, Melissa Manchester, and myself to assist with moving this project forward.

The proposed bylaw changes had been circulated to the Board of Directors in advance of the December 5 Board meeting knowing there could be some comments or questions raised, with one Board member reaching out to me directly who could not attend the meeting. Several comments and questions were brought forward on the Board call with support for some measures such as now allowing all members in good standing to vote, including retired members and commercial members. As a reminder, only municipal members can vote on by-laws amendments (Article II Section D).

The suggestions have been incorporated into the attached version of the bylaws for Board consideration. One of the key thoughts when developing the initial bylaws brought forward was involvement of past presidents, particularly as it related to the elections process. Language had been included recommending a change to the composition of the Nominating Committee to include up to five additional past presidents. After a suggestion from a current Board Member, this has been changed to include past presidents or past Board Members. (Article III Section C) In addition, the slate prepared by the Nominating Committee will have "at least" one candidate, to allow for a contested race.

The intent with the bylaws would be to post for member review and comment, hopefully to allow for discussion of any member concerns at the February Board meeting. As noted in the December report, the intent would be to have Probolsky Research conduct a vote of municipal members no later than March of this year.

It should also be noted that with the development of certain policies and procedures, for instance, the Investment Policy which has yet to be considered or adopted by the Board. There was some consideration as to whether any aspects needed to be incorporated into the bylaws. That will need to be determined by the Board in the future and could be addressed in a future by-laws change.

# **Recommendation:**

It is recommended that the Board review and discuss the updated bylaws and approve.

Attachment: Proposed Bylaws

## **CSMFO By-Laws**

(Proposed amendments January 2020)

# Article I – Name, Purpose and Structure

#### Section A.

This organization shall be known as the California Society of Municipal Finance Officers, which in these by-laws shall be referred to as "CSMFO".

#### Section B.

The purpose of the organization shall be to promote professional administration of government finance and to strive for the attainment of professional status of all those responsible for the conduct of the activities of the field.

#### Section C.

The organization may have such Chapters as may be necessary or desirable for the best conduct of meetings.

#### Section D.

The fiscal year shall be January 1 to December 31.

# **Article II – Membership and Dues**

#### Section A. Qualifications

- 1. Membership shall be open to any person presently or formerly actively engaged in the field of government finance in one of the following classifications, providing no direct conflict of interest exists. A member shall be considered to be in good standing if his or her dues are paid for that membership year and his or her professional conduct adheres to the CSMFO Code of Ethics.
  - a. Municipal member. This classification shall be open to all public employees and elected or appointed officials having responsibility for, oversight of, or engaged in, the function of government finance in any city, county, or special district in the State of California. Municipal members that cease to be employed, for whatever reason, may continue as a municipal member through the end of the membership year or until they are once again employed under the municipal membership categorization, whichever comes first. If a municipal member accepts employment outside the municipal eligibility, the member's categorization shall change effective with their first date of new employment, and all rights and privileges of the new classification shall immediate take effect. Dues for the new category will be assessed upon the beginning of the next membership year.
  - **b.** Other Government member. This classification shall be open to any person employed by a government agency that is not eligible for municipal membership.
  - c. Commercial member. This classification shall be open to persons not currently employed by a governmental agency whose livelihood derives principally from activities of a commercial or professional nature directly related to government finance. The board of directors may adopt other categories within the Commercial member classification. Commercial members that cease to be employed, for whatever reason, may continue as a commercial member through the end of the membership year or until they are once again employed under the commercial membership categorization, whichever comes first. If a commercial member accepts employment outside the commercial eligibility, the member's categorization shall change effective with their first date of new employment, and all rights and privileges of the

- new classification shall immediate take effect. Dues for the new category will be assessed upon the beginning of the next membership year.
- **d.** Other Classifications. The board of directors may from time to time adopt through the CSMFO Policies and Procedures Manual other membership categories such as Student, Professor, Honorary, or Retired, and determine specific membership dues, if any, for each category.

# **Section B. Membership Determination**

Any dispute involving eligibility for or classification of membership shall be resolved by a unanimous vote of the president, president-elect, immediate past president and secretary-treasurer, or lacking such a unanimous vote, by a two-thirds (2/3) vote of the board of directors.

#### **Section C. Dues and Assessments**

- 1. Dues will be payable annually on a calendar year basis, and will be due January 1 of each year. Members who permit their dues to remain unpaid on March 1 shall automatically be suspended from membership until all dues are paid. Dues may be prorated at the discretion of the board of directors.
- 2. Dues by category shall be determined from time to time by the board of directors. No Chapter shall be authorized to collect separate dues.
- 3. No assessments, other than dues, may be levied except by affirmative vote of two-thirds (2/3) of municipal members in good standing. Said vote shall be taken by ballot or any other means approved by the board of directors.

## Section D. Rights and Privileges

Persons of all classifications shall be accorded full rights and privileges as provided hereinafter except that only those persons in the municipal member classification shall be eligible to serve on the CSMFO board of directors, in a leadership position on a CSMFO standing committee, or serve as a chapter leader. Retired members and past presidents of CSMFO may serve as Senior Advisors on committees. All members in good standing shall be accorded the right to vote, except that only municipal members shall vote on by-laws amendments.

#### Article III - Directors and Officers

#### Section A. Directors

There shall be a board of directors consisting of the president, the president-elect, the immediate past president, and six members elected at large. Of the six members elected at large, three shall be from the southern portion of the state and three shall be from the northern portion. The position of president-elect shall be from the southern portion of the state in years when the position of president is from the northern portion, and vice versa. Should any matter before the board of directors create a conflict of interest, the director so conflicted shall disclose the nature and abstain from vote on the matter.

#### **Section B. Officers**

The officers of this organization shall consist of a president who shall automatically assume the office after serving one year as president-elect, a president-elect who shall be elected annually at large, the immediate past president, and a secretary-treasurer who shall be elected by the board of directors from its own membership. The board of directors, by majority vote, may employ an administrative secretary in lieu of the election of a secretary-treasurer, such person to serve at the pleasure of the board and to perform all duties that are assigned to the secretary-treasurer elsewhere herein.

## **Section C. Elections**

A nominating committee shall be annually appointed by the president no less than one hundred thirty-five (135) days prior to the start of the next annual conference. The composition of the nominating committee shall be the president-elect, president, immediate past president, and up to five (5) additional past presidents or past board members. The president-elect shall chair the nominating committee. The nominating committee shall develop a slate consisting of at least: one (1) candidate for northern California board member; one (1) candidate for southern California board member; and one (1) candidate for president-elect.

A general invitation may be extended to all municipal members soliciting nominations for the positions of president-elect or board member. In addition, the nominating committee may solicit, identify or employ other methods as deemed appropriate to recruit members for nomination consideration.

The nominating committee is to report its recommendations to the secretary-treasurer no less than one hundred five (105) days prior to the start of the following year's annual conference. The secretary-treasurer shall deliver ballots, by any means approved by the board of directors, to all members not later than ninety (90) days prior to the following year's annual conference, and voting shall be open for thirty (30) days. Results of the election will be shared with the general membership by any means identified by the Board of Directors within thirty (30) days of the close of voting.

## Section D. Eligibility

Any municipal member in good standing is eligible for election to membership on the board or for the office of president-elect, except a member who has previously served a full term in either of those capacities. A change in membership status requires the member to vacate the board position or office.

#### Section E. Term

Term of office shall commence with the board of directors meeting held immediately prior to and in conjunction with the annual conference.

Term of office for the president shall be for one year. The term of office of the president-elect shall be for one year at the conclusion of which said president-elect shall assume the office of president by automatic right of succession.

The term of office of the directors shall be for three years without the right of immediate succession.

#### Section F. Vacancies

- 1. If the office of president becomes vacant, the president-elect shall forthwith succeed to the balance of the unexpired term, thereafter continuing as president for his or her regular one-year term
- 2. If the office of president-elect becomes vacant, the president shall call a special election to fill the vacancy in accordance with the procedures set forth in Section C, excepting that the dates shall be adjusted to provide the earliest possible election process, and that the successful nominee shall immediately take office upon completion of the election.
- 3. In the event that the office of the president and the president-elect become vacant at the same time, the immediate past president shall call a special meeting of the board of directors at which meeting said board shall select one of their members to serve as president who shall then call a special election to fill the vacancy of president-elect.
- 4. In the event that the office of the immediate past president becomes vacant, that officer position will be filled by the most recent eligible past president.
- 5. If any director's office becomes vacant during his or her regular term of office, it shall be filled for the unexpired term by vote of the board of directors from a list of not more than three names submitted by the president. Members that have previously served on the board of directors are

eligible to fill director vacancies, provided the term of the vacancy being filled is less than a full three-year term.

#### Section G. Duties of Directors and Officers

- 1. The board of directors shall be the governing body, act on behalf of CSMFO and set policies and administrative procedures not specifically covered in these by-laws.
- 2. The board of directors may establish committees to achieve the strategic goals and business activities of CSMFO. The leadership roles of chair, vice chair, and senior advisor shall be appointment by the president-elect who is to assume the president role in the upcoming conference.

# 3. The president shall:

- a. Preside at all meetings of the board of directors, executive committee, and meetings of the general membership;
- b. Appoint the leaders of all committees created by the board of directors;
- c. Represent the organization to other professional organizations;
- d. Appoint and participate on the nominating committee;
- e. Appoint ad hoc committees as deemed necessary; and
- f. Carry out such other duties as given or assigned to him/her by vote of the board of directors.

#### 4. The president-elect shall:

- a. Assume the office of president as provided in Sections B and G herein;
- b. Chair the annual conference host committee and nominating committee;
- c. Assist the president in such a manner as shall be requested by the president;
- d. Discharge pro tempore, the duties of the president in the president's absence; and
- e. Carry out such other duties as are given or assigned to him/her by vote of the board of directors.

# 5. The past president shall:

- a. Serve as the chapter chair liaison;
- b. Participate in the nominating committee;
- c. Assist with site selection for the next upcoming annual conference;
- d. Chair any board of directors meeting in the absence of the president and president-elect; and
- e. Carry out such other duties as are given or assigned to him/her by vote of the board of directors.

# 6. The secretary-treasurer shall:

- a. Keep a record of proceedings of meetings;
- b. Issue notices of meetings;
- c. Issue correspondence on behalf of the organization;
- d. Collect all fees and dues;
- e. Maintain the financial records for the society;
- f. Render a statement each month of the financial status of the organization;
- g. Control and make all disbursements of the society as authorized in the annual budget approved by the board of directors.
- h. Ensure an operating budget is submitted by calendar year end; and

i. With approval of the board of directors, employ a person or persons to assist with the duties of this office.

## **Article IV – Meetings**

## **Section A. Number of Meetings**

- 1. There shall be not less than two (2) meetings of the board of directors each year.
- 2. There shall be at least one (1) meeting each year of the general membership, held in conjunction with the annual conference.

#### Section B. Quorum

- 1. A quorum of the board of directors shall consist of a majority of directors.
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Closed sessions of the board of directors may be called at any time and for any reason by the president or at the request of a majority of the other members of the board, provided at least twenty-four (24) hours' notice is given in writing. Any actions taken by the board of directors during a closed session will be reported during the next regular meeting of the board and recorded in meeting minutes.

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Chapter organization and meeting schedules shall be determined by the chapter membership, and each chapter shall select leaders, including a chair and vice chair. The leadership shall be municipal members, and shall act as the liaisons between the Board of Directors of the organization and the chapter.

#### Article V - Amendments

## Section A. Amendments to By-Laws

Amendments to the by-laws may be made by a two-thirds (2/3) vote of the voting members by electronic means or any other means as approved by the board of directors. Notice of the amendments shall be provided to the members no less than thirty (30) days prior to voting. The voting period shall commence immediately following the thirty-day notice, and be open for a period of one (1) week.

## **CSMFO By-Laws**

(Proposed amendments January 2020)

## Article I – Name, Purpose and Structure

#### Section A.

This organization shall be known as the California Society of Municipal Finance Officers, which in these by-laws shall be referred to as "CSMFO".

#### Section B.

The purpose of the organization shall be to promote professional administration of government finance and to strive for the attainment of professional status of all those responsible for the conduct of the activities of the field.

#### Section C.

The organization may have such Chapters as may be necessary or desirable for the best conduct of meetings.

#### Section D.

The fiscal year shall be January 1 to December 31.

## **Article II – Membership and Dues**

#### Section A. Qualifications

- 1. Membership shall be open to any person presently or formerly actively engaged in the field of government finance in one of the following classifications, providing no direct conflict of interest exists. A member shall be considered to be in good standing if his or her dues are paid for that membership year and his or her professional conduct adheres to the CSMFO Code of Ethics.
  - a. Municipal member. This classification shall be open to all public employees and elected or appointed officials having responsibility for, oversight of, or engaged in, the function of government finance in any city, county, or special district in the State of California. Municipal members that cease to be employed, for whatever reason, may continue as a municipal member through the end of the membership year or until they are once again employed under the municipal membership categorization, whichever comes first. If a municipal member accepts employment outside the municipal eligibility, the member's categorization shall change effective with their first date of new employment, and all rights and privileges of the new classification shall immediate take effect. Dues for the new category will be assessed upon the beginning of the next membership year.
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- b. Issue notices of meetings;
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- d. Collect all fees and dues;
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- f. Render a statement each month of the financial status of the organization;
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Dedicated to Excellence in Municipal Financial Management

## **CSMFO BOARD REPORT**

DATE: January 28, 2020

FROM: Margaret Moggia

SUBJECT: CSMFO Certification Program – Phase 1B Report

## **Background:**

In October 2018, Bill Statler presented a summary of the Phase 1A report that reflected the following scope:

- Conduct a thorough review of other state programs including contacting the other state programs to identify the strengths and weaknesses of their programs.
- Conduct an online survey of the CSMFO membership to determine if there is a desire for a state-centric certification program, and how the certification program should be developed.

Based on the positive feedback from the Board, the Certification Working Group met to finalize the Phase 1B report which was to provides a more descriptive program assessment of a CSMFO-sponsored certification program with a refined recommendation in the following four areas:

## 1. Key Foundation Program Elements:

- Participation: No perquisite or membership required. Participants will be need to complete an application and pay a fee (to be determined).
- Certification: Passing examination tests and professional experience (minimum 5 years of government finance experience.
- Examination Preparation assistance: Offer online study guides and focused courses.
- Recognition: Formal recognition as individual tests are passed and special recognition when all tests are passed. Certification title given when tests are passed and they meet the professional experience.

## 2. Program Content:

- Program Name: Certified Government Financial Professional (CGFP)
- Subject areas: Accounting and financial reporting; operating and capital budgeting; cash management and investments; debt financing and management; fiscal policies and long-term financial planning; revenue management, taxes, assessments and fees; pensions and retiree health care. In addition, participants will be required to take an ethics course.
- Integrating curriculum and examination development: Education partner shall develop the course, study guides and examination questions.
- Curriculum partners: For current core courses, revisit with the education partner
  to develop the study guides and examination questions. For new courses,
  consider partnering with other associations that may have already developed
  courses.

## 3. Program Administration:

- How often should courses be offered? Follow same schedule as developed by Career Development Committee, but at a minimum twice a year.
- How should online training be provided? Conduct further research to ensure that courses stay current and relevant.
- How should the tests be administered and how often? Explore alternatives in contracting for online testing and proctored onsite testing
- What happens if applicant fails an exam? Participant can retake exam with payment of new examination fee.
- What time limits should there be to passing exams? After registration, there is a five-year period.
- Should there be any continuing education requirements? Yes, review other programs to determine the appropriate number of CPE credits.
- Should there be grounds for revocation of the certification? As program evolves, evaluate how and where revocation is appropriate.

## 4. Budget

- Initial development: High-level estimate is estimated between \$100,000-\$200,000 and can be further refined through Phase 2 assessment, and would include costs to update existing courses (like budget, fiscal policy) to reflect study guides and examination questions, and complete development of new courses (like pension, debt management).
- Ongoing cost: Course should be similar to current courses (range \$75-\$150) and test exams should be around \$100.

As the Board contemplates the pursuit of a CSMFO-certification program, the Certification Working group learned of GFOA's announcement that they are currently reviewing their own certification program. Each option is more fully described in the attached report but at a high level:

- 1. Stay the course (CSMFO certification only)
- 2. Defer further Phase II work pending implementation of a GFOA revamped program

#### 3. Concurrent Paths

While we do not know the details of the GFOA revamped program, one of the key reasons CSMFO pursued a certification program is the focus on California focused topics like revenue setting and pensions; easier access and lower costs.

As the survey results from Phase 1A showed, CSMFO members are interested in a certification program. Based on the analysis up to this point, the Certification Working Group does recommend option 3, pursue concurrent paths. To continue in our pursuit of developing a meaningful program, the Certification Working Group does also recommend a Phase 2 contract with William C. Statler to perform the services noted below for a not-to-exceed \$25,000; billed on a time and material basis.

- A. Initial GFOA Contact and Partner Outreach
- B. Program Implementation

Upon conclusion of Phase 2A, the Certification Working Group would provide another update prior to moving forward with Phase 2B.

#### Recommendation:

That the Board considers the following three recommendations:

- 1. Approve Certification Working Group recommendation for program elements
- 2. Follow a concurrent path to continue pursuit of CSMFO-sponsored certification program while monitoring the GFOA certification program
- 3. Authorize the Executive Director to enter into an agreement with William C. Statler for Phase 2 services.

Attachment: Certification Phase 1B Report

124 Cerro Romauldo Avenue San Luis Obispo, CA 93405 805.544.5838 ■ Cell: 805.459.6326 bstatler@pacbell.net www.bstatler.com

# William C. Statler

Fiscal Policy ■ Financial Planning ■ Analysis ■ Training ■ Organizational Review

## **MEMORANDUM**

January 20, 2020

TO: CSMFO Board

FROM: Bill Statler mo ltatler

SUBJECT: CERTIFICATION PROGRAM: PHASE 1B ASSESSMENT

#### RECOMMENDATION

- Approve Working Group recommendations for certificate program elements (Phase 1B Assessment).
- Given the GFOA's recent commitment to revamping its certification program, follow a duel, concurrent track in moving forward with the "Phase 2" analysis based on recommended program elements while at the same time working with GFOA on possible cooperation with their revised program.
- Authorize the Executive Director to enter into an agreement with William C. Statler for Phase 2 services.

#### **OVERVIEW**

As reflected above, this report addresses three distinct issues:

• Working Group "Phase 1B" Recommendations for Program Elements. At its October 8, 2019 meeting, the Board approved moving forward with the "Phase 1B" assessment of a CSMFO-sponsored certification program that would refine the proposed program format and set forth a detailed program plan and content recommendations.

Following extensive interim report reviews, other written correspondence and teleconference discussions, the Working Group has reached consensus on key program elements, which are discussed in greater detail below (see sidebar for Working Group members).

**2 GFOA Intent to Significantly Revamp Certification Program.** As the Working Group was finalizing its Phase 1B assessment recommendations, David Persselin surfaced the GFOA's plans to significantly alter its certification plan (Attachment A). As discussed

**Working Group Members** 

- Mary Bradley
- David Cain
- Scott Catlett
- Will Fuentes
- Dennis Kaufman
- Brent Mason
- Margaret Moggia, Chair
- Laura Nomura
- Stephen Parker
- David Persselin

in greater detail below, three alternatives surfaced as ways to move forward:

- Stay the course
- Defer further "Phase 2" work pending implementation of a revamped GFOA program
- Concurrent paths

As described in greater detail below, I recommend taking a "concurrent path" approach as the best way of moving forward and providing the Board with fuller information in considering either implementing a CSMFO-sponsored program or working with the GFOA on an improved certification program that addresses CSMFO goals.

**6** Phase 2 Services Contract. Regardless of the approach that the Board takes in acting on the Phase 1B assessment and considering participation in a revamped GFOA certificate program instead of a CSMFO-sponsored one, follow-on "Phase 2 services" as envisioned in my current agreement are likely to be needed. I propose providing these under the same terms and conditions as Phase 1 services: time and materials, not to exceed \$25,000 without prior Board approval. (The current contract is available on-line for review at: <a href="CSMFO-Statler Agreement">CSMFO-Statler Agreement</a>, Phase 1 Services.)

#### PHASE 1B ASSESSMENT

Following extensive review and discussion, the Working Group has reached consensus on the key program elements that surfaced in the Phase 1A assessment (this report is available on-line for review at: Phase 1A Assessment Report).

Each topic below provides an overview of the issue followed by recommendations, organized into four subject areas:

- A. Key Foundational Program Elements
- B. Program Content
- C. Program Administration
- D. Budget

#### **Supporting Reports**

The following reports are available online that provide added background on the Working Group's consideration of key issues.

- Working Group Report: Phase 1B Remaining Issues (November 3, 2019)
- Working Group Report: Phase 1B Follow-Up (November 13, 2019)
- Working Group Report: Phase 1B Key Remaining Issues (December 18, 2019)
- Working Group Teleconference Outcome (January 8, 2020)

## A. Key Foundational Program Elements

The Phase 1A Assessment report identified the following key foundational program elements as the basis in moving forward with Phase 1B:

- Who can participate?
- What is required for certification?
- What kind of assistance will be provided?
- Should we offer other forms of recognition besides "certification?"

The following summarizes participation and certification requirements for the Texas, Florida and Virginia state programs; and those for the GFOA.

**Eligibility Requirements** 

Texas (GFOAT)	Florida (FGFOA)	Virginia (VGFOA)	GFOA
GFOAT member     Application     package but no     specific education     or experience     requirements     (other than     government     agency     employee)	<ul> <li>FGFOA member</li> <li>BA/BS degree in related field and 3 years government experience; or BA/BS degree on other fields and 5 years of government experience</li> <li>Professional level position that has oversight/supervision responsibilities.</li> <li>Pass open-book ethics exam (75 of 100 points)</li> </ul>	VGFOA Member     No specific prerequisites	Eligible to take certification examinations:  • Hold a baccalaureate degree from an accredited institution  • Accept and observe the GFOA Code of Professional Ethics To become certified after passing exams  • Currently employed by government agency (or actively seeking if unemployed)  • 3 years in government within the last 10 years  • GFOA membership

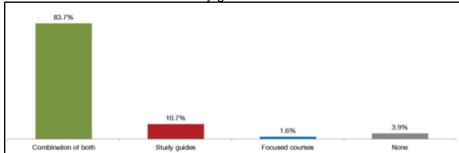
#### Recommendations

1. **Participation.** Other than completing an application package and paying a reasonable fee for enrollment, no prerequisites to begin participation in the program and start taking tests.

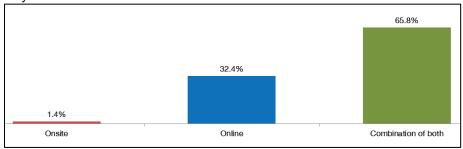
Note: The initial Phase 1A recommendation was that CSMFO membership be required for participation. However, based on the Executive Director's recommendation, CSMFO membership is not proposed to be required. She noted this was not an appropriate participation requirement, since it does not measure skills and knowledge – which is the program's goal (although higher fees could be charged for non-members, as is the currently the case for many other CSMFO programs.) In short, membership is not a skills assessment "metric."

- 2. **Certification.** Two required elements: passing tests and professional experience.
  - Passing tests in seven core subject areas and attending ethics course (See B.2 below).
     While the CSMFO will offer courses closely aligned with test content, it is not required that these be attended before taking the core subject tests.
  - Five years of professional local government finance experience with oversight or supervision responsibilities. Like CPA certification, this experience requirement could be met after successfully passing exams.
- 3. **Examination preparation assistance.** Providing focused assistance in preparing for the examinations is one of the strongest features of a possible CSMFO-based program. While the GFOA provides an extensive suggested reading list and courses, none of these are specifically focused on passing the "Certified Public Financial Officer" (CPFO) exam. Offering focused assistance is one of the strong benefits of other state programs and a key differentiating feature from the GFOA program. This feature was also strongly supported by the membership survey:

What kind of preparation assistance should the CSMFO provide? Almost 85% said it should include a combination of both study guides and focused courses.



If focused courses are developed, how should they be conducted? Almost two-thirds said they should be conducted both on-line and on-site.



**Recommendation.** Based on the benefits in other state programs and survey results, preparation assistance should include both on-line study guides and focused courses that are offered both on-line and on-site. Providing these tools will be the heart of the CSMFO program.

4. **Other forms of recognition**. With an experience requirement, recognition for passing tests makes sense.

**Recommendation.** Create a "two-tier" program that provides:

- Formal recognition as individual tests are passed; and then special recognition when all tests have been passed.
- Certification when all tests have been passed and minimum experience requirements have been met. (Given that seven tests are recommended for certification, there is a strong likelihood that both requirements will be met at the same time for many participants.)

## **B. Program Content**

1. **Program name.** While a rose by any other name may still smell as sweet, the program should nonetheless have a name. The GFOA's program is called "Certified Public Financial Officer" (CPFO). To differentiate them from the GFOA's program, Texas and Florida both call their program "Certified Government Financial Officer" (CGFO). Virginia does not have a program name.

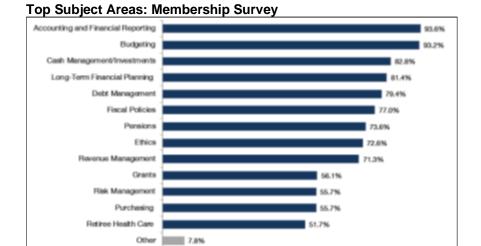
**Recommendation.** After consideration of adding "California" to the program name, the Working Group recommends naming the program "Certified Government Financial Professional" (CGFP) as better reflecting the program goal of assessing technical competency, as opposed to "officer" (which could imply management and leadership skills that this program does not address); and not including "California" in the title as this could imply that the certification is only valid or useful in California.

2. What should be the subject areas covered by examinations? The following summarizes the subject areas covered by the three state programs in evaluated in-depth in the Phase 1A assessment, followed by membership survey results:

**Examination Subject Areas** 

GFOA Texas	Florida GFOA	Virginia GFOA
<ul> <li>Accounting &amp; Financial Reporting</li> <li>Budgeting &amp; Capital Planning</li> <li>Cash Management</li> <li>Debt Management</li> <li>Public Finance (revenues, purchasing, risk management, pensions) *         Note: With enough experience/education points, passage of all five exams may not be needed (at least three will be required). If less than five are needed, at least one must be Public Finance.     </li> </ul>	<ul> <li>Accounting &amp; Financial Reporting</li> <li>Municipal Budgeting</li> <li>Treasury Management</li> <li>Debt Administration</li> <li>Financial Administration (pensions, risk management, purchasing, information technology, grants)</li> </ul>	Core Exams (8 of 10)  Intermediate Governmental Accounting  Advanced Governmental Accounting  Internal Controls, Auditing and Fraud  Operating and Capital Budgeting  Retirement and Benefits, Risk Management and Procurement  Virginia Government and Law  Debt Management for Public Finance Officers*  Issuing Public Debt*  Short Term Investments*  Cash Management and Banking*  * May be taken as electives Electives (2 of 10)  See 4 courses above  Human Resources Leadership  Grants Reporting & Auditing  How to Prepare a CAFR  Responsibilities of the Treasurer  Delinquent Collections  Bankruptcy

The following summarizes the top subject areas from the membership survey:



The following are the top areas garnering 70% or more support from the membership survey for topics that should be covered by the certificate examinations:

- Accounting and financial reporting (94%)
- Budgeting (93%)
- Cash management/investments (83%)
- Long-term financial planning (81%)
- Debt management (79%)
- Fiscal policies (77%)
- Pensions (74%)
- Ethics (73%)
- Revenue Management (71%)

**Recommendation.** Based on survey results and subject areas in other states, the Working Group recommends the following seven core subject areas requiring passage of examinations for certification:

- Accounting and financial reporting (this should include interim as well as annual reporting)
- Operating and capital budgeting
- Cash management/investments
- Debt financing/management
- Fiscal policies and long-term financial planning
- Revenue management: taxes, assessments and fees
- Pensions and retiree health care (OPEB)

In addition to passing tests in these seven core subject areas, attendance should be required at an ethics course (which could be taken on-line with testing at conclusion).

3. **Integrating curriculum and examination development.** Conceptually, developing the curriculum (study guides, on-line and on-site training programs) and the examination questions for each subject area, are separate tasks. That said, regardless of the approach taken to develop these, it makes sense for all these tasks (per subject area) to be undertaken by the same person(s), agency or institution. In short, the study guides should reflect the material covered in the training session; and the examinations should reflect what is covered in the training sessions and study guides.

**Recommendation**. To ensure proper integration, the study guides, training sessions and examination questions (<u>per subject area</u>) should be developed by the same person(s), agency or institution.

4. **Selecting curriculum and examination development partners.** There are two key tracks that can be taken in developing the curriculum and examination questions:

- Build on the training programs already in place in the CSMFO, and modify them as needed, as well as those offered by other highly regarded California-based organizations.
- Develop free-standing study guides and training programs.

For example, the CSMFO already offers the following on an ongoing basis that address many of recommended subject areas:

- Beginning and Intermediate Governmental Accounting
- Budgeting (in progress)
- Revenue Management (Fundamentals of Tax Revenues and Fundamentals of Fees, Rates & Charges)
- Fiscal Policies and Long-Term Financial Planning

With modest modifications, we could ensure that each of these courses includes the specific content needed to pass examinations; and we could advertise these sessions as designed for assistance in passing CGFP examinations as well as earning CPE credits.

The Weekend Training Program, where the CSMFO has highly regarded trainers, may also be an opportunity to reinforce preparation assistance. For example, it covers annual and interim financial reporting, investments, debt financing, ethics, long term financial planning and budgeting.

For other program areas, we could consider piggybacking onto programs already developed by others, such as the CMTA or CDIAC for investments and debt financing; and the League of California Cities or Institute for Local Government for ethics.

In short, how "freestanding" should courses designed for exam preparation assistance be from course offerings already provided by the CSMFO and others in similar areas?

**Recommendation.** Build on the programs already in place.

This makes sense in not duplicating what we are already doing and benefitting from investments that have already been made, while avoiding the awkward potential of sending conflicting messages between similar but separate course offerings. Given the high quality of the programs and trainers already in place, this will help assure that the programs will have a strong "California-centric" nature. This approach is also likely to be faster and less costly than developing separate (or replacement) programs.

Successful implementation of this approach will require exploring whether existing partners would be willing to develop study guides for their courses (which in many cases could simply mean providing whole sentences to existing presentations) and examination questions based on their material. In some cases, this may mean modifying existing training materials with the end-concept of "tests." To assist current trainers in developing examinations, I am confident we can get samples/templates from the other state programs.

As such, one of the first tasks under Phase 2 is reaching-out to current trainers and other partners to assess their interest in moving forward with this concept and likely compensation for developing study guides, examination questions and any modifications to their training program that might be required. This will also help in better assessing budget requirements for course and test development (see D.1 below).

## C. Program Administration

1. **How often and where should onsite courses be provided?** Most of the CSMFO's core courses are offered many times during the year at locations throughout the State, typically at sites provided at no cost.

**Recommendation**. Continue to provide training courses with the same frequency as they are currently at locations throughout the State. That said, on-site courses should be offered at least twice per year. Based on demand, this may need to be increased.

2. How should on-line training be provided: live webinars, pre-recorded downloads or other methods? This has cost and trainer availability issues. Recording a live session has low cost advantages, visually available presenters and may provide viewers with some sense of participation, albeit vicariously through the questions and engagement of those in attendance at the "live version." Live webinars have the advantageous of ... being live, and allowing, albeit virtually – direct engagement of the participants.

**Recommendation.** Conduct further research on this, including Virginia's and GFOA's approach to on-line training, and thoughts that prospective trainers may have.

- 3. **How should the tests be administered and how often?** There are two models for examinations, both of which are administered on-site and proctored:
  - Hard-copy tests scored by volunteers (Florida and Virginia).
  - Online tests digitally scored by third party (Texas).

Note: In presenting my Phase 1A Assessment report at the October 8, 2019 Board meeting, I noted that the on-line tests based on the Texas model could be taken at any time from a remote location. This is not correct. Based on a concern that surfaced at the Board meeting in how this could easily turn into a "take home" test, I followed-up with staff from the GFOAT. In short, while on-line, all of the tests in Texas are proctored on-site; and once the test is accessed, the browser is locked and other applications cannot be accessed. They offer tests throughout the State eight times per year, two of which are at their semi-annual conferences.

As such, the primary advantage of contracting with on-line testing service (like ExamSoft) is not convenience for the participant per se, but:

- Ready scoring of the tests, with results reported to participants immediately afterwards.
- Other than the proctor, no volunteer resources are needed to score the test.

In Texas, the site sponsor is only responsible for providing on-line access: participants bring their own wi-fi enabled laptops. The testing period is 2.5 hours; and participants can take as many tests within that time frame that they believe they can pass. (One test per session is typically the norm. Participants must register for the tests in advance and state which one(s) they will be taking.

Additionally, the Working Group discussed the concept of "e-proctoring," under which on-line tests could be taken "on demand" at the user's site.

**Recommendation.** Explore alternatives in contracting for on-line testing; offer proctored on-site testing at least four times per year, with test frequency to be reviewed after several years of experience.

4. What happens if an applicant fails an exam? Should they be allowed to retake it? And if so, under what conditions (ie, waiting period)? All of the state programs allow failed tests to be retaken, without restrictions such as a waiting period, other than paying a new test fee.

**Recommendation.** Follow the lead of the other state programs and allow failed tests to be retaken, without restrictions such as a waiting period, other than paying a new test fee.

5. What time limits should there be (if any) between passing the first examination and the last one? Texas allows four years to pass all examinations after registration and Florida allows five years.

**Recommendation**. Allow five years to pass all examinations after registration.

Note: There are seven recommended test areas plus ethics program attendance; and some time is likely to pass between registration and the first test.

6. **Should there be continuing education requirements?** Texas requires 75 CPE credits spread over three years to maintain certification. Florida and Virginia do not have continuing education requirements.

**Recommendation**. Yes. However, further research is required for appropriate CPE credit requirements, such as other state programs, GFOA and CPA

7. **Should there be grounds for revocation of the certification?** Florida has established detailed conditions and procedures under which certification can be revoked, based on serious illegal or unethical behavior. (These are set forth in Attachment 1, Appendix B.2 of the Phase 1A Assessment report.)

**Recommendation**. Yes. However, this will require thoughtful consideration that can be developed later as the program develops.

## D. Budget

There are two components to the cost and funding of this program:

- Initial program development
- Ongoing costs

In general, development costs in the other states were funded with general purpose organization funds, with ongoing costs funded through participant fees. Outside assistance was used in Texas (University of Texas, Dallas) and in Virginia (Radford University, which plays a continuing role for ongoing administration). Program development in Florida was a volunteer effort. (It should be noted that Florida is undergoing an update of its course materials and exams under contract with the University of Georgia to provide better alignment of preparation materials with exams.)

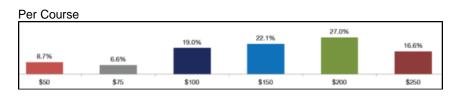
The following summarizes fees charged by the other states to support ongoing costs:

GFOA Texas	Florida GFOA	Virginia GFOA
• Application Fee: \$100	• Application Fee: \$50	• Online course: \$150
• Each Exam: \$150	• Each Exam: \$30	• Onsite course: \$250
• Annual Renewal: \$50		Note: Open books exams are
		given at the end of each
		course.

The membership survey indicated that:

- 49% would support a full-day training fee between \$150 and \$200. This is comparable to fees currently charged by the CSMFO for its training programs.
- A fee up to \$100 for an examination gains the most support (30.6%).

There will likely be a fee for participation in the program, either for courses or examinations. What do you think would be a reasonable fee?





**Recommendation.** Fund development costs with general purpose CSMFO sources and fund ongoing costs through participant fees.

- 1. **Development costs.** At this point, only a very high-level, "reconnaissance" estimate for development costs is possible. Assuming up to \$15,000 per subject to refine current programs, including developing written course materials (on-site and on-line) and test questions (and possibly more where new content is required) for seven core programs plus ethics program, would result in a cost of \$120,000. While no specific budget is proposed at this point that will require further research as part of "Phase 2" analysis a high-level estimate for development costs is \$100,000 to \$200,000.
- 2. **Ongoing costs**. Course costs should be like current ones; based on other state programs, exams are likely to be \$100 or less.

#### GFOA INTENT TO SIGNIFICANTLY REVAMP CERTIFICATION PROGRAM

## Background

As set forth in Attachment A, the GFOA plans to significantly revamp its certification program. By June 2020, the GFOA plans to announce the new program, which will then be rolled-out over the following 18 months.

The revamped program appears to address several of the concerns that led the Board to approve moving forward with a CSMFO-sponsored program in October 2019. Differentiations supporting a CSMFO program as presented in the Phase 1A assessment report included:

- Assistance with Examination Preparation. The GFOA does not provide structured preparation for the exams through focused study materials or courses. The CSMFO program would have focused preparation features.
- Focus on California-Specific Issues. While there are national financial management standards, California has distinct issues separate from these, such as revenue-raising limits, debt issuance requirements, CalPERS and Redevelopment Successor Agencies. A CSMFO-sponsored program would be "California-Centric."
- *Career Development*. Even with the most thorough of recruitment and vetting approaches, it is difficult for employers to fully evaluate the technical skills of their applicants. A CSMFO-sponsored certificate program could help both applicants and employers in assessing technical competency that is especially attuned to unique circumstances and challenges in California.
- *Program Access*. CSMFO-sponsored-training programs would provide better access and likely lower costs.

It appears that the proposed revamped program would address two key concerns: better linkage between training programs and tests; and cooperation with state groups.

## **Options**

The following are three possible options, with reasons why each might make sense.

- Stay the Course. Continue the current path of developing and implementing a CSMFO-sponsored program. In support of this option is the concern that while the revamped GFOA program might address some shortfalls, it is unlikely to satisfactorily address them all. Accordingly, let's not delay implementation by going down a rabbit hole.
- Defer Further Work Pending Implementation of Revamped GFOA Program. It is possible that the revamped GFOA program will meet our needs (or close enough that it doesn't warrant developing a separate program). Follow-up discussions on a cooperative program could begin soon with the GFOA, with a likely report to the Board in Summer/Fall 2020 on the revamped program status. At that time, the Board could decide on moving forward with further consideration of a CSMFO-sponsored program.
- Concurrent Paths. Continue with "Phase 1B" assessment based on recommended program elements while at the same time working with GFOA on possible cooperation. This approach entails a very modest investment of CSMFO resources in reaching out to current partners on their interest in refining course elements (ie, written materials and tests), which would allow development of more refined budget; while concurrently working with the GFOA on their revamped program,

It will still likely be Summer/Fall 2020 before the Board would be able revisit this issue and decide on a course. However, it will be with better information in comparing both programs. Moreover, by at least endorsing the program elements of a CSMFO-sponsored program as recommended by the Working Group, we will have a clearer basis for comparison.

Except of for Option 1, it is unlikely that a CSMFO-sponsored program will be ready for implementation by the 2021 annual conference, which is the current target date.

## Recommendation

I recommend "Door No. 3." It recognizes a new opportunity in working with the GFOA while developing better information as a basis for comparison (and allowing a faster track for implementation if the subsequent decision is to move forward with a CSMFO-sponsored program), with minimal resources.

#### PHASE 2 SERVICES CONTRACT

Regardless of the approach that the Board takes in acting on the Phase 1B assessment and considering participation in a revamped GFOA certificate program instead of a CSMFO-sponsored one, follow-on "Phase 2 services" are likely to be needed. I propose providing these under the same terms and conditions as Phase 1 services: time and materials at \$165 per hour, not to exceed \$25,000 without prior Board approval.

Like the Phase 1 contract, Phase 2 will be organized into two main tasks:

#### Phase 2A: Initial GFOA Contact and Partner Outreach

- 1. Contact the GFOA for more information about their plans and informing them about the CSMFO's plans and certification goals; and based on this, explore how the revamped GFOA program might meet the CSMFO's needs.
- 2. Contact current training partners about their interest in in developing study guides for their courses (which in many cases could simply mean providing whole sentences to existing presentations) and examination questions based on their material. In some cases, this may mean modifying existing training materials with the end-concept of "tests."
- 3. Contact other "partners" like the CMTA, CDIAC and Institute for Local government in working with the CSMFO on investment, debt management and ethics training materials, courses and testing.
- 4. As part of this partner outreach, further refine the development cost budget.
- 5. Based on initial GFOA and partner outreach, prepare a Phase 2A report and briefing for review by the Working Group and/or the Board in deciding next steps. This is likely to be completed by Summer/Fall 2020.

#### **Phase 2B: Program Implementation**

This depends on the outcome of Phase 2A (and such, no work will begin on this phase until Board action on Phase 2A):

- 1. If the decision is to move forward with a CSMFO-sponsored program, work with partners in developing and finalizing course materials and tests; and preparing roll-out plans.
- 2. If the decision is to work with the GFOA in revamping and rolling-out a program that better meets CSMFO goals, provide coordination assistance as needed.

#### **ATTACHMENT**

Attachment A: Summary of Proposed GFOA Certificate Program Revisions

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# Certification Program (CPFO)

**CPFO Exam Information** 

**CPFO Program Changes** 

CPFO Reading Materials

Active CPFOs

## **CPFO Program Changes**

The GFOA is pleased to announce that over the next two years our Certified Public Finance Officer (CPFO) Program will be undergoing changes designed to make the program more accessible, attract more candidates, provide better opportunities for current and future CPFOs to engage with GFOA and serve the public-finance profession, and more effectively communicate the value of a CPFO to those outside GFOA and the public finance industry. Highlights of the program changes include:

- **Eligibility.** New criteria will allow GFOA members not currently in a government position to participate
- > **Testing.** More targeted exams with fewer questions; provide opportunities for exam preparation in addition to self-study
- > Topics. Topic areas focus on knowledge and skills essential for current professional public finance environment
- > Continuing Education. Additional options for meeting continuing education requirements

As a result of these planned changes, we encourage those interested in beginning the certification process to wait until the new program is announced in June 2020. Any current candidate (or new candidate) will be able to continue taking current exams and progressing toward the designation under the current program procedures until the end of 2020.

#### > Why is GFOA revamping the program?

After careful evaluation of the current program, including interviews with many GFOA members and CPFO designees, we have determined that the program should be better integrated with other GFOA offerings. Additionally, the program should be expanded to provide a more enriching environment for current CPFO designees, and better communicate the value of a CPFO to others in the public sector.

#### > Why is GFOA changing the program now?

While many facets of public finance have changed over the past 20 years, the CPFO program has not undergone a significant update since its inception 20 years ago.

#### > When will final program be announced?

More details of the CPFO program will be announced at the GFOA's annual conference in New Orleans in May of 2020. New components of the program will be announced and rolled out over the next 18 months.

#### > How Does This Impact Current CPFO Designees?

For current CPFO, no changes to the program will impact their status as a CPFO. If requirements for obtaining the CPFO change in the future, you will not need to re-test.

We are looking to allow for additional and more varied options to meet and report ongoing continuing education requirements, which will help current and future CPFO designees.

#### > How Does this impact CPFO candidates currently in the program?

Anyone currently enrolled in the program will be able to continue taking exams under the current format until December 31, 2020. Exams will remain available online or at testing locations listed on the GFOA website through that date. Candidates who have already passed an exam in the programs current exam format will receive credit for passing any similar exams under the new format. As GFOA revises and replaces the current exams, the new exams will need to be taken once they are available. Those exams will be shorter in length. Any CPFO candidate who passes all five current exams by December 31, 2020 will receive the CPFO designation under the current program criteria. After January 1, 2021, new program criteria will apply.

#### > How does this impact individuals who are interested in first becoming CPFOs?

If you have not yet applied to the program, and are interested in taking exams in the current format, you must begin to do so by February 28, 2020. After February 28, 2020, we will not be accepting new applications until we announce the new program in the Spring/Summer of 2020.

#### > What else will change?

GFOA will be looking at state/regional GFOAs that have exam-based certification programs and finding opportunities to partner with them on program fundamentals if they are interested. There will also be new opportunities for more multi-format learning opportunities and an expanded online presence. We plan on making the exams available more frequently and to highlight training courses and resources that will be helpful in preparing for the exams.

For more information on CFPO changes, please contact Mike Mucha or Susan Gaffney

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#### **CSMFO BOARD REPORT**

DATE: January 28, 2020

FROM: Margaret Moggia, 2018 Past President

## **SUBJECT: Past-President Advisory Council**

As part of the Strategic Planning Session in 2017, one of the Goals identified for Strategic Growth as part of the Plan was to "Engage Past Presidents". The Action Plan & Deliverable was the Establishment of a Past Presidents Advisory Council, better known as the PPAC. At the November 7, 2019 Board meeting, the Board expressed interest in supporting the development of the Past President Advisory Council (PPAC).

Attached for the Board's consideration is the language to describe the purpose and scope of the Past President Advisory Council for the Policy and Procedures Manual. In addition, is a proposed description for the PPAC for the Leadership Roles and Responsibilities document that more fully describes the role the PPAC can serve.

This recommended language has been updated to reflect the Board's input from the December 7 meeting and is shown as track changes. In addition, the chair of the PPAC is clarified to mean the Past President who has just completed their term as the Immediate Past President.

## **Recommendation:**

That the Board approves the proposed language as described in Policy and Procedures Manual (shown in Attachment A) and also endorse the scope as shown in the Leadership Roles and Responsibilities document (Attachment B).

## **Attachment A**

## <u>Proposed language for the Policy and Procedures Manual</u>

Insert as Section IV E

#### Section IV Other Committees

E. Past President Advisory Council (PPAC)

Members to the PPAC shall consist of active CSMFO past presidents who are interested in continuing to support CSMFO's mission. In coordination with CSMFO leadership, the role the PPAC is to engage past presidents to be a strategic voice to CSMFO leadership, support committees and chapters, and be a general resource or ambassador for the organization in the following ways:

- Support CSMFO Committees
- Support local chapters
- Offer recommendations for CSMFO awards
- Be a strategic voice for the organization
- Mentor CSMFO members and leaders
- Foster relationships and share insight

Annually, the President-Elect shall appoint a past president to serve as Chair of the PPAC. At the discretion of the President-Elect, PPAC members may be afforded the opportunity to serve as a senior advisor to a standing committee and to participate in strategic planning meetings. , The PPAC Chair shall report at least two times per year to the Board on how the PPAC has engaged in the areas noted above. The PPAC will meet as needed, but shall continually support the committees and chapters on an ongoing basis.

## Attachment B

## Proposed language for Leadership Roles and Responsibilities

Past President Advisory Council

**Appointed Past President** 

It is the role of the Past President Advisory Council (PPAC) to engage past presidents who welcome the opportunity of continuing to be engaged in CSMFO, and be a strategic voice to CSMFO Leadership, support committees and chapters, and be a general resource or ambassador for the organization. The PPAC is to coordinate with the CSMFO leadership and may receive direction from the Executive Committee or at the request of board members or chairs. The PPAC may provide input and guidance in the following areas:

- 1. May support CSMFO Committees to:
  - a. Serve as a Senior Advisor to a Standing Committee.
  - b. Offer speaker suggestions for Career Development Committee and Program Committee for their consideration.
  - c. Be a resource for presenting CAFR/Budget Awards.
  - d. Serve as conference moderators.
  - e. Participate in Career Development programs as speakers or trainers
  - f. Advise on Presidents Dinner (Committee).
  - g. Be a resource for the Nomination Committee.
- 2. May support local chapters to:
  - a. Offer advice and speakers
  - b. Attend meetings.
- 3. May offer recommendations for CSMFO awards
  - a. Suggest Distinguished Service Award recommendations to the President Elect.
  - b. Identify additional ways to recognize members in the CSMFO community.
- 4. Be a strategic voice for the organization
  - a. Provide input and feedback on long term strategic endeavors or initiatives the organization might be considering.
  - b. Develop roadmap for succession planning or path for future leaders
  - c. Provide insight and history at strategic planning sessions and board meetings.

d. Advise the Board of Directors on matters affecting CSMFO (i.e. lobbying efforts).

## 5. Mentor CSMFO members and leaders

- a. Advise/strategize with finance managers about career issues
- b. Share words of wisdom from our presidency and prepare for the next significant association milestone.
- c. Participate in mentorship programs first-time attendees at the annual conference

## 6. Foster relationships and share insight

- a. Engage with retirees.
- b. Have Immediate Past President act as a liaison to out of state associations.
- c. Become part of a speaker's bureau.
- d. Be CSMFO Ambassadors, if properly leveraged. Imagine thank you letters signed by PPAC (10 signatures) for our top sponsors.
- e. Participate in college visits and speaking engagements to promote CSMFO and to engage students to consider careers in local government finance

Core Strategy: Strategic Growth

Goal: CSMFO will leverage and invest resources to ensure the organization supports its volunteer efforts to forward the mission, vision and values.

## **Priority Actions:**

Core Strategy: Strategic Growth

Goal: CSMFO will leverage and invest resources to ensure the organization supports its volunteer efforts to forward the mission, vision and values.

Goal/Objective	Action Plan & Deliverable	Responsible Parties	Target Dates	Progress
1. Formalize Chapter Structures	Define standard policy for transition and introduction of Chapter Chairs     Generate standardized evaluations for Chapter meetings	Past President	2020	
2. Engage Past Presidents	Establish Past Presidents Advisory Committee with purpose and goals	Margaret Moggia/John Adams	2020	Board Item for January 2020
3. Update Bylaws	Review/Revise Bylaws	Working Group	January 2020	Draft Bylaws Prepared
4. Professional Services	1. Communications Committee support	1.Communications Committee	December 2019 for Board proposal	Board Approved December 2019
	2. Other Committee support	2.President/ Committee Chairs	2020	
5. Database Training	Establish "how to" documents for the new database; share and post to members	Staff	March 2020	In Progress
6. Knowledge Base	Knowledge Base Transition from Listserve	Technology Committee	Nov. 2019	Launched Nov 4;
	Continue training members on utilizing KB capabilities		2020	"how to" materials in progress
7. Succession Planning	Define pathways to leadership for CSMFO (chapter chairs, committee chairs, board, officers)	Executive Committee/PPAC	2020	Pending outcome of Goal 2 in January
	2. Establish succession plans for Committee leadership	President & Committee Chairs	2021	,
	3. Establish succession plans for Chapter leadership	Past President & Chapter Chairs	2021	

Core Strategy: Strategic Growth
Goal: CSMFO will leverage and invest resources to ensure the organization supports its volunteer efforts to forward the mission, vision and values.

Goal/Objective	Action Plan & Deliverable	Responsible Parties	Target Dates	Progress
8. Management services agreement	Scope of services and timing/process for possible contract renewal or restructure	Executive Committee/Ad Hoc	December 2020	

Core Strategy: **Member Engagement** 

Goal: CSMFO will respond to our members' needs, increase active participation and promote strategic growth.

## **Priority Actions:**

Core Strategy: Member Engagement

Goal: CSMFO will respond to our members' needs, increase active participation and promote strategic growth.

Goal/Objective	Action Plan & Deliverable	Responsible Parties	Target Dates	Progress
Formalize student engagement program	Develop proposal to create Student Engagement as a standing committee  1. Update policy and procedures manual 2. Update Roles & Responsibilities document 3. Create committee handbook 4. Appoint committee leadership 5. Recruit committee members	Student Engagement Working Group  1. Admin/Staff 2. Admin/Staff 3. Student Engagement Committee 4. President 5. Committee Chair	2020	Due to Board at January 2020 meeting
2. Engage small and large agencies	Establish a strategy to target and involve small and large agencies that do not currently participate in CSMFO activities	Membership	2020	

Core Strategy: **Professional Development** 

Goal: CSMFO will deliver the highest quality training and expanded educational opportunities to further develop the knowledge and skills of finance professionals at all levels throughout California.

## **Priority Actions:**

Core Strategy: Professional Development

Goal: CSMFO will deliver the highest quality training and expanded educational opportunities to further develop the knowledge and skills of finance professionals at all levels throughout California.

Goal/Objective	Action Plan & Deliverable	Responsible Parties	Target Dates	Progress
Develop and copyright training materials as appropriate	Evaluate content of Introductory course to ensure alignment with Intermediate course. Incorporate CSFMO style guide. If curriculum changes needed, request assistance from instructor or other professional.	Career Development Committee	December 2020	Intermediate course we have purchased the materials from Susan Mayer. A refresh to the materials is underway and will be used for two upcoming Intermediate Governmental & Financial Reporting course.  Beginning Course materials have been reviewed and flows effectively into the intermediate course.  Need to contact Ahmed to see if CSMFO purchase and own. Need funding in 2020 for the purchase of these materials.
2. Create and execute succession transition plan for Michael Coleman	Discuss with Coleman his plans for 2021/beyond	President	By March 2020	
Develop CSMFO     Certification     Program	1.Develop RFP to develop coursework for a certification program 2. Board Approve and Contract Execution 3.Program Development Plan	Working Group	1. TBD	Board approved item to be brought back at January meeting for further discussion

Core Strategy: Professional Development
Goal: CSMFO will deliver the highest quality training and expanded educational opportunities to further develop the knowledge and skills of finance professionals at all levels throughout California.

Goal/Objective	Action Plan & Deliverable	Responsible Parties	Target Dates	Progress
4. Create easy-to- use references for members of current course offerings	Evaluate effectiveness of all current core courses to determine whether to continue offerings	Career Development	2020	
·	Develop a catalog of core courses with a cadre of qualified instructors		2021	
5. Create opportunities for one-on-one member interactions	Renew/revitalize mentor/coaching program. "Leadership Exchange"?	Membership/ PPAC	2020	

Core Strategy: Communications

Goal: CSMFO will improve internal and external communications to promote transparency and inclusion.

## Priority Actions:

Core Strategy: Communications

Goal: CSMFO will improve internal and external communications to promote transparency and inclusion.

Goal/Objective	Action Plan & Deliverable	Responsible Parties	Target Dates	Progress
Increase Internal Communications	Develop Executive Committee roles and responsibilities, to include guidelines on internal communications (which items at the Executive Committee are shared with the Board and when; which Board items shared with committees/chapters; etc.)	Executive Committee	2020	
	Provide Committee minutes to the Board in meeting packets, including Executive and Nominating Committees	All Committees	2020	
2. Increase External Communications	Establish standard reporting for chapters (conference updates, significant CSMFO initiatives, membership renewals, etc.)	Past President & Chapter Chairs	2020	
	Implement "state of the association" regular updates in the CSMFO News (Quarterly? Monthly?)	Communications Committee Chair	2020	
3. Formalize Board, Committee and Chapter Orientation	Develop orientation for new Board members, Committee and Chapter leaders	Executive Committee/PPAC	2021	

## CSMFO Career Development Committee Monthly Committee Call - Agenda Thursday, December 19, 2019 12:00 a.m. – 1:00 pm

**Zoom Meeting:** <a href="https://zoom.us/j/379987207">https://zoom.us/j/379987207</a> or by phone 1 669 900 6833

**Meeting ID:** 379 987 207

Attendees: Mary Bradley, Harriet Commons, Don Maruska, Craig Lesner (GFOA),

Pam Arends-King, Zach Seals (SMA), Terri Willoughby, Laura Nomura **Unable to attend:** Margaret Moggia, Brad Farmer, Grace Zheng

#### **ACTIVE DISCUSSION ITEMS**

- 1. 2019 Strategic Goals CDC Priority Actions
  - a. Expand CSMFO Core Training
    - i. Budget Course (Scott) Second module is completed and being reviewed. Finalizing and comments back to HDL tomorrow. Then distributed to pre-conference presenters for edits.
  - b. Develop and Copyright Training Materials (Laura) To Board in January to purchase Intro materials. Then this item will be complete
  - c. Create and Execute Succession Plan for Don Maruska (Laura/Mary) Transition to GFOA in January. Then this item will be completed.
  - d. Develop CSMFO Certification Program (Margaret) Phase I complete. Report to Board in January for direction on next phase of certificate program planning.
- 2. **Webinar Program** (Don Maruska/Craig Lesner) Craig provided update on December 4. Also, discussed how transition is going. Discussed system options (GFOA Webex vs CSMFO Go to Webinar). Working to keep process as seamless to members as possible. Working on technical issues, content meeting with Webinar committee.

	2019	Subject	# of	Est. # of
			Locations	attendees
I	February 21	Clearing Away the Cloudswhere to host	66	95
		your programs and data		
2	March 14	Strategies to Manage Increasing Pension	199	313
		Costs		
3	April 3	Accounting & Reporting for Debt	266	438
4	May 15	Congratulations, You Are a Finance Director!	167	207
		Now What?		
5	June 20	GASB Update – The Big Three	211	389
6	August I	Reserves: How Much is Enough? A Risk	297	458
		Aware Approach		
7	Cont II	Interpreting and Communicating the New	294	565
′	Sept II	Interpreting and Communicating the New	<u> </u>	363
		CalPERS Actuarial Report		
8	Oct 30	Making the FLSA Work for You!	219	463

	2019	Subject	# of	Est. # of
			Locations	attendees
9	Nov 13	Investment Reporting	244	478
10	Dec 4	A Reinvention of GFOA's Approach to Ethics	194	245

# 3. Quick-Hits 2019 Proposed: (Brad/Pam)

- a. Maze and Associates Ransomware Completed, Ready for posting on Website
- b. Other Ideas being considered:
  - i. White Nelson Diehl Evans on recording Long-Term Debt.
  - ii. Ahmed Badawi on Year End Closing
  - iii. Pam Derby, CPS HR on resumes or hiring.

#### CORE COURSE UPDATE

# 4. Core Course Scheduling

#### 2019

- a. Intro to Governmental Accounting (Carol) 6 per year
  - 1. 5/29/19 Irvine, CA
  - 2. 6/19/19 Merced, CA
  - 3. 6/26/19 Redwood City, CA
  - 4. 8/7/19 Gilroy, CA
  - 5. 8/14/19 Chino, CA
  - 6. 8/20/19 Gilroy, CA (2<sup>nd</sup> class)
- b. Intermediate Accounting (Terri/Brad) 6 for 2019 (transition)
  - 1. 2/27/19 San Bernardino
  - 2. 3/7/19 Salinas
  - 3. 3/27/19 Alameda County
  - 4. 10/28/19 City of Menifee
  - 5. 12/9/19 Mountain View Per J. Takahashi, went well. 50 people.
- c. Investment Accounting (Terri) Nor Cal 2019
  - I. 4/18/19 Concord
- d. Fiscal Policy/Long-Term Financial Planning (Lorena) Only 1 in 2019
  - I0/I/I9 Pasadena (canceled)
- e. Fundamentals of Tax Revenues (Mary/Nick); South in 2019
  - 1. 1/8/19 Annual Conference Palm Springs
- f. Fundamentals of Fees, Rates Charges & Land-Based Financing Tools (Mary/Terri); South in 2019

# CSMFO Career Development Committee Monthly Committee Call - Agenda Thursday, December 19, 2019 12:00 a.m. – 1:00 pm

- 1. 2/7/19 City of El Segundo
- g. Developing Successful Supervisory Skills (Mary/Nick); I per year
  - I. 2019 Annual Conference
- h. Successful Skills for Finance Directors (Mary/Nick) I per year
  - 1. 6/13/19 Daly City
- i. Weekend Training (Lorena); South in 2019
  - 1. 11/14-17/19 Orange County

# 2020 (Planning in progress)

- j. Intro to Governmental Accounting (Grace) 6 per year
  - I. 2/25/20 Sunnyvale, CA
  - 2. 3/3/20 Simi Valley, CA
  - 3. 4/15/20 Concord, CA
  - 4. 6/5/20 San Diego, CA
  - 5. 7/1/20 Elk Grove, CA
  - 6. TBD West Basin Water District Carson, CA
- k. Intermediate Accounting (Terri) 6 per year
  - I. 3/12/20 Oakland, CA
  - 2. 3/26/20 Glendora, CA
  - 3. 4/28/20 Escondido, CA
  - 4. TBD Sacramento Special District
  - 5. TBD
  - 6. TBD
- I. Investment Accounting (Terri) So Cal 2020
  - I. TBD Irvine Ranch Water District or City of Newport Beach
- m. Fiscal Policy/Long-Term Financial Planning (Lorena)
  - I. None in 2020. Discontinued, will be part of Budget Course.
- n. Fundamentals of Tax Revenues (Mary/Nick); South in 2020
  - 4/14/20 Lakewood, CA
- o. Fundamentals of Fees, Rates Charges & Land-Based Financing Tools (Mary/Terri); North in 2020
  - I. 3/4/20 Redwood City, CA
- p. Developing Successful Supervisory Skills (Mary/Nick); I per year North in 2020
  - I. 4/30/20 Campbell, CA
- g. Successful Skills for Finance Directors (Mary/Nick) I per year South in 2020
  - I. 10/15/20 Redwood City, CA
- r. Weekend Training (Lorena); North in 2020
  - I. TBD need to work out location/contracts

CSMFO Career Development Committee Monthly Committee Call - Agenda Thursday, December 19, 2019 12:00 a.m. - 1:00 pm

# 5. Other Items

- i) 2020 Committee Changes/Conference Call Planning New Vice Chair – Scott Catlett
   Keep same day/time for monthly call in 2020 (3<sup>rd</sup> Thursday Noon-Ip.m.)
- ii) Committee Roundtable No items.
- 6. **Next Meeting**: January 16, 2020 Noon-Ip.m.

# CSMFO Career Development Committee Monthly Committee Call - Agenda Thursday, January 16, 2019 12:00 - 1:00 pm

**Zoom Meeting:** <a href="https://zoom.us/j/379987207">https://zoom.us/j/379987207</a> or by phone 1 669 900 6833

**Meeting ID:** 379 987 207

Attendees: Harriet, Margaret, Craig, Justin, Don, Pam, Nick, Mary, Lorena

Unable to attend: Scott and Grace

**ACTIVE DISCUSSION ITEMS** 

# 1. 2019 Strategic Goals - CDC Priority Actions - COMPLETED

- a. Expand CSMFO Core Training
  - i. Budget Course (Scott) First Two Modules are ready for preconference. Second Two Modules underway. Intention is to provide classes two modules each day. Need to decide when we will roll out the class. Possibly do one per year or maybe more. Going quite well.
- b. Develop and Copyright Training Materials Request to Purchase Intro materials from Ahmed Badawi Agenda item Board 1/28/20
- c. Create and Execute Succession Plan for Don Maruska (Laura/Mary) GFOA began contract 1/1/20 Request to have provide transition hours by Don Maruska Agenda item Board 1/28/20
- d. Develop CSMFO Certification Program (Margaret) Phase I developed –
  Presentation and request for direction from Board Agenda item Board I/28/20
- 2. 2020 Strategic Goals CDC Priority Actions TBD 1/28/20 Board Meeting

# 3. Webinar Program (Craig Lesner)

	2020	Subject	# of	Est. # of
			Locations	attendees
I	Feb ??	What You Need to Know About the New		
		State Auditor?		
2	Mar??	New Analyst (LAO)		
3	April??	California Pensions		
4	May??	State Comptroller Report Changes		
5		and the second s		
6				
7				
8				
9				
10				

# CSMFO Career Development Committee Monthly Committee Call - Agenda Thursday, January 16, 2019 12:00 - 1:00 pm

- 4. Quick-Hits 2019 Proposed: (Brad/Pam)
  - Completed posted or ready for posting:
  - a. Maze and Associates Ransomware Completed, Ready for posting on Website
     Will be posted 1/15/19
  - b. White Nelson Diehl Evans Long-Term Debt
  - c. Ahmed Badawi on Year End Closing
  - d. Other Ideas being considered:
    - i. Pam Derby, CPS HR on resumes or hiring.
    - ii. Other?

Figure out how to best market. Need performance measurements to see activity.

#### **CORE COURSE UPDATE**

# 5. Core Course Scheduling

# 2020 (Planning in progress)

- a. Intro to Governmental Accounting (Grace) 6 per year
  - I. 2/21/20-West Basin WD -Carson, CA
  - 2. 2/25/20 Sunnyvale, CA
  - 3. 3/3/20 Simi Valley, CA
  - 4. 4/15/20 Concord, CA
  - 5. 6/5/20 San Diego, CA
  - 6. 7/1/20 Elk Grove, CA
- b. Intermediate Accounting (Terri) 6 per year
  - 1. 3/12/20 Oakland, CA
  - 2. 3/26/20 Glendora, CA
  - 3. 4/28/20 Escondido, CA
  - 4. 9/15/20 Coachella Water District Palm Desert, CA
  - 5. TBD Sacramento??
  - 6. TBD Gilroy??
- c. Investment Accounting (Terri) So Cal 2020
  - 1. 3-17-20 City of Newport Beach
- d. Fiscal Policy/Long-Term Financial Planning (Lorena)
  - I. None in 2020.
- e. Fundamentals of Tax Revenues (Mary/Nick); South in 2020
  - I. 4/14/20 Lakewood, CA

# CSMFO Career Development Committee Monthly Committee Call - Agenda Thursday, January 16, 2019 12:00 - 1:00 pm

- f. Fundamentals of Fees, Rates Charges & Land-Based Financing Tools (Mary/Terri); North in 2020
  - I. 3/4/20 Redwood City, CA
- g. Developing Successful Supervisory Skills (Mary/Nick); I per year North in 2020
  - I. 4/30/20 Campbell, CA
- h. Successful Skills for Finance Directors (Mary/Nick) I per year South in 2020
  - I. 10/15/20 Pasadena, CA
- i. Weekend Training (Lorena); North in 2020
  - I. TBD need to work out location/contracts
- Parking Lot Items
   PAM, NICK, DON, MARY, HARRIET, MARGARET, JUSTIN, ZACH, GRACE.

#### 7. Other Items

- i) 2020 Committee: (SMA to create new 2020 meeting in outlook with new members

   delete current recurring appointment)
  - (I) Laura Nomura Chair
  - (2) Pam Arends-King Vice Chair
  - (3) Scott Catlett Vice Chair
  - (4) Mary Bradley Member
  - (5) Harriet Commons Member
  - (6) Nick Kurns Member
  - (7) Brad Farmer Member
  - (8) Lorena Quijano Member
  - (9) Terri Willoughby Member
  - (10) Grace Zheng Member
  - (11) Craig Lesner GFOA
  - (12) Zach Seals SMA
  - (13) Don Maruska Consultant (Transition)
- ii) Monthly Call Third Thursday of Month from 12-1 p.m.
- iii) No CDC Meeting @ Conference
- iv) Committee Roundtable Don needs more speed coaches. Send to Chapter Chairs and others.
- 8. Next Meeting: February 20, 2020

# MINUTES OF THE PROFESSIONAL STANDARDS COMMITTEE

Teleconference Meeting Thursday, December 12, 2019 2:00 p.m. – 2:35 p.m.



#### Conference Call Participants

Jason Al-Imam, City of Fountain Valley (Chair)
Carrie Guarino, CVWD (Board Liaison)
Craig Boyer, County of Alameda (Senior Advisor)
Terry Madsen, ClearSource Financial
Tim Seufert, NBS
Carrie Tam, City of San Carlos
Deborah Harper, LSL
Sarah Meacham, PFM
Ken Pun, The Pun Group
Wendy Nakamura, West Basin MWD

#### 1. Committee Highlights Published To-Date

Committee Chair Jason Al-Imam provided a recap on the following Committee Highlights that were published in 2019:

- Fraud Hotlines
- CCMA White Paper on GASB 75 (OPEB)
- Annual Debt Transparency Report
- SEC Rule 15c2-12
- Collateralizing Public Deposits
- New GASB Exposure Drafts and Implementation Guidance:
  - i. Exposure Draft on Proposed Implementation Guidance on GASB 87 (Leases)
  - ii. GASB Implementation Guide No. 2019-1
  - iii. Omnibus Exposure Draft
  - iv. Deferred Compensation Plans Exposure Draft
  - v. GASB Implementation Guide No. 2019-2 on Fiduciary Activities
  - vi. GASB Implementation Guide No. 2019-3 on Lease Accounting

#### 2. Roundtable Discussion on Potential Topics of Interest for Committee Highlights

- <u>Financial Management & Budgeting</u> The Committee plans to draft Committee Highlights on budget-related GFOA Best Practices in February 2020.
- Accounting and Financial Reporting
  - GASB 84 White Paper The Committee discussed the status of the GASB 84
     White Paper that is being drafted by the CalCPA's Governmental Accounting and
     Audit (GAA) Committee. The GAA Committee is continuing to work with GASB
     staff on guidance related to OPEB Trusts. The White Paper is expected to be
     finalized in 2020.

- O 2020 GASB Implementation Guidance Update The GASB has proposed implementation guidance with questions and answers to clarify and explain some of GASB's earlier standards and pronouncements. The exposure draft includes proposed guidance on issues related to financial reporting entities, fiduciary activities, leases, external investment pools, asset retirement obligations, conduit debt obligations and also proposes amendments to previously issued implementation guidance. The deadline for submitting written comments on the proposed implementation guidance is January 31, 2020. The Committee plans to draft a Committee Highlight on this topic.
- Retirement and Benefits Administration The Committee discussed a potential Committee Highlight on how investment returns, mortality and inflation affect pension costs. The Committee will revisit this topic in February.
- <u>Treasury and Investment Management</u> California Governor Gavin Newsom signed
   Assembly Bill 857 on October 2, 2019, which allows a local agency to create, or sponsor,
   public banks subject to approval by the California Department of Business Oversight and
   Federal Deposit Insurance Corporation. Sarah Meacham (PFM) plans to draft a
   Committee Highlight on this topic in January.
- <u>Capital Finance and Debt Administration</u> The Committee discussed California Senate Bill 13 (SB 13), which limits development impact fees from being imposed on accessory dwelling units. SB 13 was signed by the Governor on October 9<sup>th</sup>. Tim Seufert (NBS) plans to draft a Committee Highlight on this topic in January.
  - The group also discussed the implications of a 2017 state Supreme Court ruling in the California Cannabis Coalition v. City of Upland decision that suggested (but did not explicitly declare) that a two-thirds vote requirement for special local tax increases might not apply to measures placed on the ballot initiative. This issue will continue to be monitored as it is likely going to require the state Supreme Court to clarify its ruling on this matter.
- <u>Grant Management</u> Starting in December 2020, the DUNS number will no longer be the official identifier for doing business with the U.S. Government. The DUNS number will be phased out and replaced with a Unique Entity Identifier (UEI). The Committee plans to draft a Committee Highlight on the transition from DUNS numbers to SAM managed identifiers in 2020.

The Committee also discussed the website <a href="www.grants.gov">www.grants.gov</a>, which operates under the governance of the Office of Management and Budget. The website houses information on federal grant programs and is used by federal granting agencies to vet grant applications.

#### 3. Next Meeting: February 13th, 2:00PM

Bi Monthly Chapter Chair Call Monday, December 9, 2019 3-4pm

#### **Minutes**

Present: Joan, Jennifer, Margaret O., Kim, Alberto, Joe, Michelle, Dustin, Craig, Melissa, Margaret M.

#### **AGENDA**

- 1. Charity Give Back to the Community (Joan): Joan was able to share about the Give Back to the Community concept that has been initiated with Steve Heide for the upcoming 2020 Annual Conference. Michelle shared that the San Diego Chapter did a Toys for Tots for their recent Holiday Luncheon. Not sure that it makes sense to have one at each meeting. Joan will continue to discuss in 2020 with Chapter Chairs on how to incorporate at the local level. Margaret M. shared that there are other times that it may make sense such as Thanksgiving Food boxes, Back to School Backpack drives.
- 2. <u>Chapter Chair meeting at Annual Conference (Joan)</u>: Joan shared that the Meet and Greet is scheduled for Thursday at 5:15-6pm. Melissa will send out details in January to confirm location. New chapter chairs are encouraged to attend to meet the leadership.
- 3. <u>Changes in Chair Leadership</u>: Margaret M requested that any changes to chapter chair leadership be sent to Melissa so she can incorporate the new chairs/vice chairs into the proper communication channels. Dustin shared that Debbie Rosales will be the new chair for Inland Empire, and there is a new chapter chair for Orange County, Michelle Bannigan.
- 4. <u>Annual Report due January 15</u>: In order to keep to the timeline for the delivery of the annual report, please prepare and submit your chapter chair report by the deadline. Those not received on time may not be included.
- 5. Student engagement at the Chapter level: The importance of the Student Engagement has received recognition from the Board to approve a new standing committee. Jennifer was able to share that we look forward to a collaboration of the standing committee with the local chapters to encourage ongoing engagement with students from developing relationships, an awareness of college and universities, and other items that are being developed by Jennifer in the Student Engagement Roles and Responsibilities. Joe provided feedback that there was some short term success and we discussed about continuing to refine the role of student engagement at the local level.
- 6. <u>Chapter Balances report</u>: Margaret M. shared that the Board approved considering the elimination of the negative balances when there is sufficient budget funding. The board report also noted that a policy will be prepared for

- the Board to consider. The idea is to consider the reasons for the negative balances, determine if adequate funding and to share on annual basis.
- 7. Resource to Speakers: There was some discussion on how speaker information is shared. The chapter chairs may share with the speakers to look at CSMFO website to outreach to other chapters but there is no formal way to communicate. A question was posed if it would make sense to have a speaker fill out a form so the requests may be centralized. However, depending on when the call is received, the Chapter may have already plan for the year.
- 8. <u>Chapter Chair Roundtable</u>: The chapter chairs shared of their recent holiday luncheon, and also of their planning efforts for 2020. Many are trying to plan the year and get them on the master calendar.

Other information shared: Joan reminded the chapter chairs that Friday morning (8-9am) there will be the Chapter Breakfast and also reminded them to bring the chapter banners for display.

In conclusion, I want to thank everyone for allowing me to be a part of your team to increase the awareness, process improvements and ability to connect the local chapters with CSMFO. Thank you all for your work with engaging our members. I really appreciate the time and effort to plan and execute each one of your meetings.

#### Margaret

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Margaret Moggia Executive Manager of Finance West Basin Municipal Water District Carson CA 310-660-6256

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#### **CSMFO BOARD REPORT**

DATE: January 28, 2020

FROM: Kate Zawadzki

Administration Committee Chair

SUBJECT: Chapter account balance policy

#### **Background:**

It is the intent of the CSMFO Board of Directors to support the CSMFO chapter activities. On occasion, CSMFO chapter activities may result in a negative chapter account balance. These negative balances may be a result of revenue and expense timing differences, low attendance, or special events. At the December 5, 2019 Board meeting, the Board directed the Administration Committee to develop a policy to document the negative balance resolution process.

#### **Policy:**

CSMFO will maintain an annual budget item for chapter support. Chapter Chairs will make an advance request to the CSMFO Executive Director for support in the event that they anticipate incurring a permanent deficit that will result in a negative chapter balance.

The CSMFO Executive Director will perform a chapter balance reconciliation at the end of the each fiscal year. Any negative balances that remain, that will not be resolved with time, will be supplemented from the chapter support budget to bring the balance to zero.

#### **Recommendation:**

It is recommended that the Board of Directors review and approve this policy and the addition of the policy to the Administrative Handbook.

# CONTRACT APPROVAL POLICY

#### **Policy Statement:**

The primary objective of this policy is to establish procedures for approval of all CSMFO contracts to promote transparency and efficiency.

- A. Every CSMFO contract with fees in excess of \$5,000 shall be presented to the Board of Directors at a board meeting for consideration and approval. Unless otherwise stated in the board report, every CSMFO contract shall be executed by the Executive Director. In the event that the Executive Director is unavailable, the CSMFO President will execute the contract.
- B. If there is a contract that is urgent in nature where the duration of time until the next Board meeting would be detrimental to CSMFO, the Executive Director will obtain authorization from the Executive Committee to execute the contract. The Executive Director will notify the Board of Directors at the subsequent Board meeting, noting the reason for the urgency.



#### **CSMFO BOARD REPORT**

DATE: January 28, 2020

FROM: Kate Zawadzki

Administration Committee Chair

SUBJECT: Disbursement and authorized check signer policy

#### **Background:**

In 2016, the Board adopted a policy identifying the disbursement approval process and the authorized check signers. The policy simplified the task of updating signature cards annually by designating disbursement approvers as the President, President-Elect, Past President and Administration Committee Chair and the authorized check signers as the Executive Director and either the President Elect or Administration Committee Chair. Two authorized approvers must review and approve the payment and the authorized check signers must sign the check prior to the distribution.

At the October 8, 2019 Board meeting, the Board directed the Administration Committee to develop policies that document the process for check disbursement and authorized persons on bank signature cards. This proposed policy update will further define the selection of the check signer and the disbursement approval process.

#### **Policy:**

#### Disbursement approvers

Disbursements must be approved by no fewer than two of the following, prior to distribution: President, President-Elect, Past President and Administration Committee Chair.

#### Check signers

All checks require two signatures. The designated signers will be the Executive Director and another member of the Executive Committee. To alleviate the necessity of updating signature cards annually, they will be update once every three years. The President-Elect at the beginning of the three-year period will be designated as the second check signer. This duty will follow the elected official through the three-year term on the Executive Committee in their role as President-Elect, President, and Past President. Upon departure of the second signer from the

Executive Committee, new signature cards will be prepared for the incoming President-Elect. If the check signer departs the Executive Committee prior to completing the three-year cycle, new signature cards will be prepared to replace the second signer with the existing President-Elect.

#### Disbursement approval process

Prior to entering the distribution process, invoices related to consultant services shall be submitted to the committee overseeing the services for review. If the nature of the consultant services are not specific to any single committee function, the Administration Committee shall review the invoice. The reviewing committee will ensure that the invoice reflects services and fees that are complete and in accordance with the approved contract.

Following approval by the reviewing committee, invoices and requests for reimbursement will be submitted to disbursement approvers. A disbursement report should accompany the backup documentation submitted to the disbursement approvers.

Upon approval by the disbursement approvers, checks will be signed by the authorized signers. A monthly disbursement report should be included in the monthly Board meeting materials for Board member review.

#### **Recommendation:**

It is recommended that the Board of Directors review and approve this policy and the addition of the policy to the Administrative Handbook.

#### **Records Retention Policy & Schedule**

The purpose of records management is to ensure that information is available when needed. Efficiency in record-keeping requires identification, organization, and maintenance for the requisite number of years, and documentation when destroyed.

Disposition of records should occur routinely in accordance with the provisions of the Records Retention Schedule (Schedule). For example, if the Schedule states that certain records shall be retained for three years, records review and disposal should occur promptly at the conclusion of the three-year retention period. This ensures that file space is used efficiently and prevents active records from becoming interfiled with records that have outlived their administrative usefulness.

A listing of records to be destroyed shall be submitted by the Committee of Record to the Secretary or the Secretary's designee for review prior to destruction. The Secretary or designee will verify compliance with the Schedule and respond with authorization to proceed.

#### Ownership of Records

All records are the property of CSMFO and shall be delivered by outgoing consultants and volunteers to their successors.

#### Definitions

Disposition – The length of time a record is kept, which may be permanent

Historical Record – The retention of records that have enduring value because they reflect significant historical events or document the history and development of CSMFO

Records Retention Schedule – The document identifying the length of time a record is maintained, including disposition.

#### **Records Retention Codes**

A/E: After expiration

AU: Audit

C: Current

D/R: Destroy when no longer relevant

P: Permanent

#### **CSMFO RECORD RETENTION SCHEDULE**

Committee Responsible for retention and disposition of record **Record Title Total Retention Period** Record location **CSMFO Administration Annual Report** P - Historical SMA SMA; if moved to Higher Logic, Administration SMA; if moved to Higher Logic, Administration Audit AU + 7 years SMA Board packets & Minutes SMA SMA; if moved to Higher Logic, Administration P - Historical Committee Meeting Agendas 3 years Various **Originating Committee** Contracts P - Historical or D/R SMA SMA; if moved to Higher Logic, Administration **Draft Board reports** Board meeting + 6 months Various **Originating Committee** SMA; if moved to Higher Logic, Administration Taxes C + 7 years SMA **Career Development Committee** Originating Committee Committee Meeting Agendas 3 years Webinars P - Historical or D/R Career Development **Audio Recordings** P - Historical or D/R Career Development CPE Information (Webinars and Core Courses) 5 Years **SMA** Class Registration and Surveys 5 Years SMA **Communications Committee** Committee Meeting Agendas 3 years **Originating Committee** Publication + 6 months Communications Draft articles Final article content Publication + 1 year Communications Printed CSMFO magazine P - Historical Communications Online articles P - Historical Communications **Membership Committee** Originating Committee Committee Meeting Agendas 3 years Board Report/Update D/R - at least 3 years Google Drive Membership Membership Information (Brochure/Outreach LeC + 2 years Google Drive Membership Membership Committee Meeting Summary/Min D/R Google Drive Membership Committee Strategic Plan Update P - Historical or D/R Google Drive Membership Data analysis (Conference Analysis/Inactive Char D/R Google Drive Membership **Program Committee** P - Historical or D/R **Recommended Conference Session Tracker** Call for Session Submittals P - Historical or D/R Speaker Confirmation Letter Template D/R currently in Dropbox/backed Moderator Confirmation Letter Template D/R up regularly to external hard Conference Program (Event Schedule, Session DcC + 7 years Program Speaker Bios & Contact Information drive C + 3 years **Program Committee Meeting Agendas** 3 years Conference Meeting Room Layouts C + 7 years Moderator Bio & Contact Information C + 3 years **Professional Standards Committee** Professional Standards Committee Highlights (Best Practices) 5 Years **Recognition Committee Awards Force** Recognition **Budget submission** C + 3 years Guide to Award Season Recognition Reviewer list Recognition C + 3 years Award winner list C + 10 years Recognition **Technology Committee** CSMFO email C + 2 years email server Technology Knowledge Base (Higher Logic) Technology/Professional Standards D/R Higher Logic



Dedicated to Excellence in Municipal Financial Management

#### **CSMFO BOARD REPORT**

DATE: January 28, 2020

FROM: Administration Committee

Stephen Parker, Member

SUBJECT: Establishing CSMFO's Investment Policy

#### **BACKGROUND**:

In 2017 the Board established a reserve policy found in Section XIX of the Administrative Handbook. That policy identified that reserve funds would be invested in accordance with the Investment Policy adopted by the Board. To date, no CSMFO policy has been established, and excess funds that are not kept in CSMFO's bank account are deposited in the State of California's Local Agency Investment Fund (LAIF).

On October 8, 2019, the Board approved a series of recommendation from the CSMFO Ad Hoc Working Group that was tasked with reviewing the role and responsibilities of the subcontracted Executive Director. The 9<sup>th</sup> recommendation from the Working Group was "That the Board directs the Administration Committee to develop an Investment Policy for inclusion in the Policies and Procedures Manual."

The attached investment policy was drafted and reviewed by the Administration Committee to satisfy that recommendation. While CSMFO is a 501(c)6, our members are made of governmental finance professionals, and the strict restrictions of the California Government Code was considered a conservative starting point for allowable investment types. Investment types included in the policy all have a very low risk of loss, with a focus on safety, and are able to be sold easily on a secondary market with a focus liquidity. The options include Government Obligations, Commercial Paper, Negotiable Certificates of Deposit, Money Market Funds and Local Agency Investment Fund.

As Article II, Section H.5 of the CSMFO Bylaws designates the Secretary/Treasurer to maintain the financial records of the society, the Investment Policy assigns responsibility for all transactions undertaken and establishing a system of controls to the Secretary/Treasurer.

# **RECOMMENDATION**:

That the Board establish the attached Investment Policy as a stand-alone document and kept on the CSMFO website under Policies and Procedures Manuals.

Attachment: CSMFO Investment Policy

# CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS INVESTMENT POLICY

#### 1.0 POLICY:

This Statement is intended to provide guidelines for the prudent investment of California Society of Municipal Finance Officer's ("CSMFO") temporarily idle cash and to outline the policies for maximizing the efficiency of CSMFO's cash management system. The basic premise underlying CSMFO's investment philosophy is to ensure that money is always available when needed. The ultimate goal is to enhance the economic status of CSMFO while protecting its funds in accordance with the applicable local, state and federal laws.

#### 2.0 STANDARDS OF PRUDENCE:

Authority to manage CSMFO's investment program is derived from Article III, Section H.5 of CSMFO's Bylaws which designates the Secretary Treasurer to maintain the financial records of the society. The Secretary/Treasurer shall be responsible for all transactions undertaken and for establishing a system of controls to regulate the activities of subordinate officials, and their procedures in the absence of the Secretary/Treasurer.

Those investing excess funds pursuant to this policy are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing CSMFO funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, including but not limited to, the general economic conditions and the anticipated needs of CSMFO, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of CSMFO.

#### 3.0 INVESTMENT OBJECTIVES:

The investment of funds of CSMFO is directed to the goals of safety, liquidity and yield.

- 1. <u>Safety.</u> Safety of principal is the foremost objective of the investment program. Investments of CSMFO shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, CSMFO will operate only in those investments that are considered very safe.
- 2. <u>Liquidity.</u> The investment portfolio will remain sufficiently liquid to meet all operating requirements which might be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature at the same time as cash is needed to meet anticipated demands. Additionally, since all possible cash demands cannot be anticipated, the portfolio will consist entirely of securities with active

- secondary or resale markets or local government investment pools which offer same-day liquidity for short-term funds.
- 3. <u>Yield.</u> The investment portfolio shall be designed with the objective of achieving a competitive market rate of return or yield, while taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to safety and liquidity. The core investments shall be limited to low risk securities to be held to maturity with the following exceptions:
  - A security with declining credit may be sold early to minimize loss of principal.
  - A security swap would improve the quality, yield or target duration of the portfolio.
  - The liquidity needs of the portfolio require security to be sold.

#### 4.0 ETHICS AND CONFLICTS OF INTEREST

Officers and volunteers involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.

#### 5.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Secretary/Treasurer will maintain a list of approved financial institutions authorized to provide investment services to CSMFO in the State of California. A determination should be made to ensure that all approved broker/dealer firms and individuals covering CSMFO are reputable and trustworthy. In addition, the broker/dealer firms should have the ability to meet all of their financial obligations in dealing with CSMFO. The firms and individuals covering CSMFO should be knowledgeable and experienced in fixed income investing and the investment products involved.

#### **6.0 AUTHORIZED AND SUITABLE INVESTMENTS**

CSMFO will maintain investments in conformance with the California Government Code (CGC). Specific types of investments are defined in CGC 53635. Also, CGC 53635.2 permits the use of CGC 53601 investment instruments, therefore, both CGC 53601 et seq. and CGC 53635 et seq. are the governing sections pertaining to legal investments. Investments will only be made in authorized securities with a maturity date of five (5) years or less from the transaction settlement date.

For the purpose of these investments, the compliance with the investment percentage(s), in regards to the total investment portfolio, shall be calculated on the date the investment is acquired. If the percentage is legally compliant on the date of purchase, then compliance with the law shall have been met.

Investment	California Legal Requirements		
Government Obligations	CSMFO Requirements Authorized by CGC 53601(b), (f)		
U.S. Treasury and Agency Obligations (U.S. Treasury obligations are bills, notes and bonds issued by and direct obligations of the U.S. Government. Agency obligations are notes and bonds of Federal agencies and government sponsored enterprises, although not direct obligations of the Treasury, they involve federal sponsorship or guarantees)	1. No limit on amount in the portfolio.		
Commercial Paper (Short term, unsecured, promissory notes issued by firms in the open market. These notes are generally backed by a bank credit facility, guarantee/bond of indemnity or some other support agreement.	Authorized by CGC 53601 (h), CGC 53601.2 & CGC 53635 (a)  1. Not to exceed 270 days 2. Not to exceed 25% of portfolio 3. No more than 10% of portfolio may be invested in a single issuer 4. Must be rated P-1 by Moody's Investors Service or A-1 by Standard and Poor's		
Negotiable Certificates of Deposit (Issued by commercial banks and thrift institutions against funds deposited for specified periods of time and earn specified or variable rates of interest. NCD's differ from other CD's because of their increased liquidity as they are actively traded on the secondary market. These deposits are uncollateralized promissory notes that are insured up to \$250,000 by FDIC or NCUA.	Authorized by CGC 53601 (i), GCC 53638  1. Not to exceed 30% portfolio 2. All purchases must be from institutions rated by a nationally recognized rating organization as designated by the Security and Exchange Commission.		
Money Market Funds Shares of beneficial interest issued by management companies. Shares represent ownership of diversified portfolio securities, which are redeemable at their net asset value).	Authorized by CGC 53601 (I)  1. The pooled investments that comprise these funds must comply with 53601 and 53630 inclusive.		
Local Agency Investment Fund (LAIF) Provides high liquidity allowing deposits to be credited to CSMFO's checking account within twenty-four (24) hours. State Pool funds are operated directly by the Office of the State Treasurer, who commingles state and local funds.	Authorized by CGC 16429.1 (b)  1. No limit on amount in the portfolio.		

#### 7.0 REVIEW OF INVESTMENT PORTFOLIO

The securities held by CSMFO must be in compliance with Section 6.0 Authorized and Suitable Investments at the time of purchase. Because some securities may not comply with Section 6.0 subsequent to the date of purchase the Secretary/Treasurer shall at least quarterly review the portfolio to identify those securities that do not comply. The Secretary/Treasurer shall establish procedures to report to the CSMFO Board major and critical incidences of noncompliance identified through the review of the portfolio.

Should any investment listed in Section 6.0 exceed a percentage-of-portfolio limitation due to an incident such as fluctuation in portfolio size, the affected securities may be held to maturity to avoid losses. When no loss is indicated, the Secretary/Treasurer shall consider rebalancing the portfolio after evaluating the expected length of time that it will be imbalanced.

Portfolio percentage limits are in place in order to ensure diversification of the CSMFO investment portfolio; a small temporary imbalance will not significantly impair that strategy.

# **8.0 SAFEKEEPING AND CUSTODY**

All security transactions entered into by CSMFO shall be conducted on a delivery versus payment (DVP) basis. Securities will be held by a third-party custodian designated by the Secretary/Treasurer and evidenced by safekeeping receipts.

#### 9.0 REPORTING

A report of investments shall be signed off by the Secretary/Treasurer and submitted to the Administration Committee for review quarterly. Upon their approval, it shall be provided to the Board of Directors at their next scheduled meeting.