



**Thursday, May 27, 2021
2:00 p.m. – 4:00 p.m.
Board of Directors Teleconference Meeting**

Meeting ID: 899 0473 0371

Passcode: 485021

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1. Introduction
 - a. Welcome/Roll Call
 - b. Our Mission: CSMFO serves all government finance professionals through innovation, collaboration, continuing education and professional development.
 - c. Our Quiz: What percent of California cities were GFOA Budget Award winners in 2019, rounded to the nearest multiple of 3?
 - d. Additions to Agenda
2. Consent Items 2:10 p.m.
 - a. Approval of Minutes from April 22, 2021
 - b. Approval of April 2021 Financial Reports
 - c. Harriet Commons Contract
 - d. Executive Committee Meeting Agenda
3. Discussion/Action Items 2:15 p.m.
 - a. In-Person Strategic Planning Session (Marcus Pimentel)
 - b. Management Ad Hoc Committee Recommendation (Margaret Moggia)
 - c. 2021 Final Conference Reports (Marcus Pimentel)
4. Committee Reports 3:15 p.m.
 - a. Administration (Alberto Preciado)
 - b. Career Development (Laura Nomura)
 - c. Communications (James Russell-Field)
 - d. Membership (Jennifer Wakeman)
 - e. Professional Standards (Jason Al-Imam)
 - f. Program (Karan Reid)
 - g. Recognition (Michael Manno)
 - h. Student Engagement (Amber Johnson)

- i. Technology (Gloriann Sasser)
 - j. Management Contract Ad Hoc Report (Margaret Moggia)
 - k. CalPERS Ad Hoc (Richard Lee/Debby Cherney)
- 5. Chapter Roundtable 3:30 p.m.
- 6. Director Roundtable 3:40 p.m.
- 8. Officer Reports 3:45 p.m.
 - a. President (Marcus Pimentel)
 - b. Past President (Steve Heide)
 - c. President-Elect (Scott Catlett)
- 10. Other Discussion Items
- 11. Future Topics
- 12. Upcoming Meeting:
June 24, 2021
- 13. Adjournment 4:00 p.m.



**Thursday, April 22, 2021
2:00 p.m. – 4:00 p.m.
Board of Directors Meeting**

Marcus Pimentel
Steve Heide
Scott Catlett
Craig Boyer
Stephen Parker
Karla Romero
Will Fuentes
Grace Castaneda
Jennifer Wakeman
Jason Al-Imam
Karan Reid
David Cain
Laura Nomura
Joan Michaels Aguilar
Mary Bradley
Michael Manno
Gloriann Sasser

John Adams
Richard Lee
Margaret Moggia
Alberto Preciado
Kofi Antobam
Debbie Rosales
Joe Lillio
Brian Mohan
Pam Arends-King
James Russell-Field
Lorena Quijano
Amber Johnson
Catherine Smith
Janet Salvetti
Harriet Commons
Melissa Manchester

Introduction

The California Society of Municipal Finance Officers (CSMFO) Board of Directors met via teleconference on Thursday, April 22, 2021. President Marcus Pimentel convened the meeting and confirmed a quorum was in attendance at 2:02 p.m. The meeting began with a review of the organization's mission and a quiz. There were no additions to the agenda.

Consent Calendar

The Board addressed the consent calendar, which included the minutes from the March meeting, the financial reports from March 2021, an Craig Boyer moved to approve the consent calendar; Director Will Fuentes seconded. The motion passed unanimously.

Q1 Financial Update

President Pimentel shared with the Board a financial update for the first quarter of 2021, noting that the organization is doing much better than initially projected. Membership revenues, which were budgeted at 80% of the previous year's actuals, have already exceeded the annual budget. It is likely an in-person strategic planning session will be financially feasible for the fall.

CSDA Request for Special District Coalition Funding Letter

President Pimentel shared with the Board a request from the California Special Districts Association (CSDA) to have CSMFO sign on to a letter requesting special districts receive a portion of the state of California's ARPA funding, as special districts are not eligible for direct federal funding. After some discussion, Director Karla Romero moved to approve CSMFO be a signer on the letter. Past President Steve Heide seconded and the motion passed unanimously.

Career Development Committee Staffing Request

Career Development Committee (CDC) Chair Laura Nomura shared with the Board a request for CSMFO to contract directly with Harriet Commons for support services to the CDC. Currently Harriet works under subcontract with SMA for the Program Committee. The CDC's request would remove Harriet from the SMA contract and allow her to provide all services directly to CSMFO under one contract. Director Stephen Parker moved the recommendation of the CDC to amend the SMA contracts and contract directly with Harriet for a period of one year, with a report back to the Board at least three months prior to the term end. Director Grace Castaneda seconded, and the motion passed unanimously.

Management Ad Hoc Committee Recommendation

Management Ad Hoc Committee Chair Margaret Moggia provided the committee's recommendation, which included: conducting a search for an executive director that would contract directly with CSMFO, to be in place by October 2021; adding the Administration Committee Chair and Vice Chair to the Ad Hoc Committee; to defer action on any other contracts or subcontracts until the executive director search is completed; and for the Ad Hoc Committee to remain in place through the conclusion of this work. After some discussion, Past President Heide moved to add President Marcus Pimentel to the ad hoc committee, and directed the committee to obtain input from the Executive Director Melissa Manchester and SMA President Catherine Smith before bringing the recommendation back to the May meeting.

The next meeting will be held via teleconference on Thursday, May 27, 2021.

Meeting adjourned at 4:07 p.m.

Respectfully submitted,

Melissa Manchester

Summary of Action Items

The Board of Directors made the following actions:

- Approved the minutes from the March meeting
- Approved the March 2021 financial reports
- Approved CSMFO signing on to the CSDA Special District Coalition Funding letter
- Approved amending the SMA contract and contracting with Harriet Commons directly for support
- Approved adding President Pimentel to the Management Contract Ad Hoc Committee and directing the committee to meet with existing contractors prior to bringing the recommendation back for Board action in May

California Society of Municipal Finance Officers
Statement of Net Assets
As of April 30, 2021

	<u>Apr 30, 21</u>	<u>Apr 30, 20</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Checking/Savings				
1006 · Bank of America Checking (new)	517,916.90	0.00	517,916.90	100.0%
1005 · Bank of America				
1050 · Chapter Fund Balances				
1050.10 · Central Coast	1,277.78	1,277.78	0.00	0.0%
1050.13 · Central Los Angeles	525.74	550.74	-25.00	-4.54%
1050.06 · Central Valley	367.51	367.51	0.00	0.0%
1050.11 · Channel Counties	1,581.64	1,641.64	-60.00	-3.66%
1050.05 · East Bay (SF)	3,522.19	3,522.19	0.00	0.0%
1050.17 · Inland Empire	40.00	142.38	-102.38	-71.91%
1050.08 · Monterey Bay	2,953.99	2,953.99	0.00	0.0%
1050.16 · Orange County	4,652.24	1,347.69	3,304.55	245.2%
1050.07 · Peninsula	693.74	693.74	0.00	0.0%
1050.04 · Sacramento Valley	3,010.67	3,030.67	-20.00	-0.66%
1050.19 · San Diego County	1,400.07	662.82	737.25	111.23%
1050.12 · San Gabriel Valley	400.00	17.80	382.20	2,147.19%
1050.14 · South Bay (LA)	2,364.54	2,364.54	0.00	0.0%
1050.09 · South San Joaquin	-225.00	-250.00	25.00	10.0%
Total 1050 · Chapter Fund Balances	<u>22,565.11</u>	<u>18,323.49</u>	<u>4,241.62</u>	<u>23.15%</u>
1005 · Bank of America - Other	<u>0.00</u>	<u>130,732.59</u>	<u>-130,732.59</u>	<u>-100.0%</u>
Total 1005 · Bank of America	<u>22,565.11</u>	<u>149,056.08</u>	<u>-126,490.97</u>	<u>-84.86%</u>
1040 · Investments LAIF	<u>567,115.37</u>	<u>661,809.28</u>	<u>-94,693.91</u>	<u>-14.31%</u>
Total Checking/Savings	<u>1,107,597.38</u>	<u>810,865.36</u>	<u>296,732.02</u>	<u>36.59%</u>
Accounts Receivable				
1100 · Accounts receivable	<u>4,750.00</u>	<u>-150.00</u>	<u>4,900.00</u>	<u>3,266.67%</u>
Total Accounts Receivable	<u>4,750.00</u>	<u>-150.00</u>	<u>4,900.00</u>	<u>3,266.67%</u>
Other Current Assets				
1120 · Accounts Receivable- YM	<u>2,730.00</u>	<u>27,725.00</u>	<u>-24,995.00</u>	<u>-90.15%</u>
1250 · Prepaid Expense - General				
1252 · Prepaid Admin/DataBase Fees	<u>27,760.98</u>	<u>59,026.28</u>	<u>-31,265.30</u>	<u>-52.97%</u>
1250 · Prepaid Expense - General - Other	<u>5,001.00</u>	<u>0.00</u>	<u>5,001.00</u>	<u>100.0%</u>
Total 1250 · Prepaid Expense - General	<u>32,761.98</u>	<u>59,026.28</u>	<u>-26,264.30</u>	<u>-44.5%</u>
1260 · Prepaid Expense Conference				
1262 · Facilities Deposits	<u>77,544.00</u>	<u>72,332.00</u>	<u>5,212.00</u>	<u>7.21%</u>
1260 · Prepaid Expense Conference - Other	<u>18,874.29</u>	<u>2,095.14</u>	<u>16,779.15</u>	<u>800.86%</u>
Total 1260 · Prepaid Expense Conference	<u>96,418.29</u>	<u>74,427.14</u>	<u>21,991.15</u>	<u>29.55%</u>
Total Other Current Assets	<u>131,910.27</u>	<u>161,178.42</u>	<u>-29,268.15</u>	<u>-18.16%</u>
Total Current Assets	<u>1,244,257.65</u>	<u>971,893.78</u>	<u>272,363.87</u>	<u>28.02%</u>
Other Assets				
1500 · CSMFO/SMA Database AR	<u>61,393.30</u>	<u>58,276.56</u>	<u>3,116.74</u>	<u>5.35%</u>
Total Other Assets	<u>61,393.30</u>	<u>58,276.56</u>	<u>3,116.74</u>	<u>5.35%</u>
TOTAL ASSETS	<u><u>1,305,650.95</u></u>	<u><u>1,030,170.34</u></u>	<u><u>275,480.61</u></u>	<u><u>26.74%</u></u>

California Society of Municipal Finance Officers
Statement of Net Assets
As of April 30, 2021

	<u>Apr 30, 21</u>	<u>Apr 30, 20</u>	<u>\$ Change</u>	<u>% Change</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2000 · Accounts payable	0.00	26,244.62	-26,244.62	-100.0%
Total Accounts Payable	<u>0.00</u>	<u>26,244.62</u>	<u>-26,244.62</u>	<u>-100.0%</u>
Other Current Liabilities				
2003 · A/P Other- SMA Conference	32,861.80	32,861.68	0.12	0.0%
Total Other Current Liabilities	<u>32,861.80</u>	<u>32,861.68</u>	<u>0.12</u>	<u>0.0%</u>
Total Current Liabilities	<u>32,861.80</u>	<u>59,106.30</u>	<u>-26,244.50</u>	<u>-44.4%</u>
Total Liabilities	<u>32,861.80</u>	<u>59,106.30</u>	<u>-26,244.50</u>	<u>-44.4%</u>
Equity				
3102 · Conference reserve	512,563.00	424,264.00	88,299.00	20.81%
3101 · Operating reserve	126,438.00	170,380.00	-43,942.00	-25.79%
3020 · Retained earnings	223,230.96	181,381.76	41,849.20	23.07%
3100 · Net Assets-Chapters	22,565.11	26,288.69	-3,723.58	-14.16%
Net Income	<u>387,992.08</u>	<u>168,749.59</u>	<u>219,242.49</u>	<u>129.92%</u>
Total Equity	<u>1,272,789.15</u>	<u>971,064.04</u>	<u>301,725.11</u>	<u>31.07%</u>
TOTAL LIABILITIES & EQUITY	<u>1,305,650.95</u>	<u>1,030,170.34</u>	<u>275,480.61</u>	<u>26.74%</u>

California Society of Municipal Finance Officers

Summary of Financial Income and Expense

January through April 2021

	<u>Total Chapters</u>	<u>Conference</u>	<u>Education</u>	<u>Unclassified</u>	<u>TOTAL</u>
Ordinary Income/Expense					
Income					
4000 · OPERATING REVENUES	0.00	0.00	0.00	299,705.88	299,705.88
Total Income	0.00	0.00	0.00	299,705.88	299,705.88
Gross Profit	0.00	0.00	0.00	299,705.88	299,705.88
Expense	0.00	2,207.90	7,500.00	119,395.67	129,103.57
Net Ordinary Income	0.00	-2,207.90	-7,500.00	180,310.21	170,602.31
Other Income/Expense					
Other Income					
4501 · Chapter Income	40.00	0.00	0.00	0.00	40.00
4500 · PROGRAM REVENUES					
8000 · Conference Revenue	0.00	422,405.00	0.00	0.00	422,405.00
4503 · Contributions and Donations	0.00	1,200.00	0.00	0.00	1,200.00
4504 · Education income	0.00	0.00	62,129.00	0.00	62,129.00
Total 4500 · PROGRAM REVENUES	0.00	423,605.00	62,129.00	0.00	485,734.00
Total Other Income	40.00	423,605.00	62,129.00	0.00	485,774.00
Other Expense					
6401 · Chapter Expenses					
6401.79 · Current Year Chapter Expenses	225.00	0.00	0.00	0.00	225.00
Total 6401 · Chapter Expenses	225.00	0.00	0.00	0.00	225.00
6400 · PROGRAM EXPENSES					
9000 · Conference Expenses	0.00	263,415.23	0.00	0.00	263,415.23
6404 · Education Expenses	0.00	0.00	4,744.00	0.00	4,744.00
Total 6400 · PROGRAM EXPENSES	0.00	263,415.23	4,744.00	0.00	268,159.23
Total Other Expense	225.00	263,415.23	4,744.00	0.00	268,384.23
Net Other Income	-185.00	160,189.77	57,385.00	0.00	217,389.77
Net Income	-185.00	157,981.87	49,885.00	180,310.21	387,992.08

California Society of Municipal Finance Officers
Profit & Loss Budget Performance
April 2021

	<u>Apr 21</u>	<u>Jan - Apr 21</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
Ordinary Income/Expense						
Income						
4000 · OPERATING REVENUES						
4100 · Membership Dues						
4110 · Dues - Municipal	7,895.00	174,715.00	149,868.00	24,847.00	116.58%	149,868.00
4120 · Dues - Other Gov	200.00	3,800.00	2,900.00	900.00	131.03%	2,900.00
4130 · Dues - Commercial	440.00	40,040.00	33,264.00	6,776.00	120.37%	33,264.00
4140 · Dues - Retired	20.00	1,000.00	1,056.00	-56.00	94.7%	1,056.00
4150 · Dues - Education	0.00	0.00				
4100 · Membership Dues - Other	0.00	0.00	0.00	0.00	0.0%	0.00
Total 4100 · Membership Dues	8,555.00	219,555.00	187,088.00	32,467.00	117.35%	187,088.00
4200 · Interest Income	888.14	2,475.88	1,600.00	875.88	154.74%	5,000.00
4302 · Magazine Advertising	500.00	13,875.00	3,000.00	10,875.00	462.5%	3,000.00
4303 · Job Board Post - Member	16,525.00	61,650.00	64,000.00	-2,350.00	96.33%	131,400.00
4306 · Web Advertising	0.00	1,000.00				
4490 · Budget Awards	50.00	1,150.00	500.00	650.00	230.0%	15,000.00
Total 4000 · OPERATING REVENUES	26,518.14	299,705.88	256,188.00	43,517.88	116.99%	341,488.00
Total Income	26,518.14	299,705.88	256,188.00	43,517.88	116.99%	341,488.00
Gross Profit	26,518.14	299,705.88	256,188.00	43,517.88	116.99%	341,488.00
Expense						
6100 · OPERATING EXPENSES						
6105 · Marketing/Membership	0.00	9,265.14	10,000.00	-734.86	92.65%	10,000.00
6106 · Storage Expense	0.00	345.67	332.00	13.67	104.12%	1,000.00
6110 · President's Expense						
6111 · Presidents CSMFO- Gifts	0.00	164.93				
6110 · President's Expense - Other	290.00	290.00	12,000.00	-11,710.00	2.42%	12,000.00
Total 6110 · President's Expense	290.00	454.93	12,000.00	-11,545.07	3.79%	12,000.00
6115 · Board of Directors						
6116 · Board Meeting Expenses	0.00	0.00	5,100.00	-5,100.00	0.0%	5,100.00
Total 6115 · Board of Directors	0.00	0.00	5,100.00	-5,100.00	0.0%	5,100.00
6120 · Committee/Chapter Support	0.00	0.00	20,000.00	-20,000.00	0.0%	20,000.00
6125 · Board Planning Session-Retreat	0.00	0.00	0.00	0.00	0.0%	6,000.00
6140 · Management Services						
6143 · Management Services	13,751.89	56,257.74	56,666.96	-409.22	99.28%	170,000.88
6146 · Consultants						
6146.10 · Coleman Services	8,135.00	8,135.00	8,040.00	95.00	101.18%	24,040.00
6146 · Consultants - Other	0.00	6,000.00				
Total 6146 · Consultants	8,135.00	14,135.00	8,040.00	6,095.00	175.81%	24,040.00
6470 · Webinar Program Services	0.00	7,500.00	16,666.72	-9,166.72	45.0%	50,000.00
6140 · Management Services - Other	0.00	0.00	0.00	0.00	0.0%	0.00
Total 6140 · Management Services	21,886.89	77,892.74	81,373.68	-3,480.94	95.72%	244,040.88
6150 · Office Supplies	4.40	4.40	83.36	-78.96	5.28%	250.00
6155 · Merchant Fees/Bank Chgs.	2,984.25	7,834.52	10,000.00	-2,165.48	78.35%	30,000.00
6160 · Awards	0.00	832.01	5,000.00	-4,167.99	16.64%	5,000.00
6165 · Printing						

California Society of Municipal Finance Officers
Profit & Loss Budget Performance
April 2021

	Apr 21	Jan - Apr 21	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
6166 · Printing, copying, and admin	8.72	20.88				
6167 · Directory	0.00	6,899.00	15,000.00	-8,101.00	45.99%	15,000.00
6165 · Printing - Other	0.00	0.00	666.72	-666.72	0.0%	2,000.00
Total 6165 · Printing	8.72	6,919.88	15,666.72	-8,746.84	44.17%	17,000.00
6170 · Magazine	45.00	135.00	20,000.00	-19,865.00	0.68%	20,000.00
6175 · Postage	20.54	564.77	668.00	-103.23	84.55%	2,000.00
6185 · Telephone/Bridge Calls	55.22	165.66	533.32	-367.66	31.06%	1,600.00
6190 · Web and Technology						
6192 · Web site	62.99	2,724.98				
6195 · Web Site Hosting Fee	817.99	4,293.23				
6190 · Web and Technology - Other	0.00	13,170.64	20,000.00	-6,829.36	65.85%	35,000.00
Total 6190 · Web and Technology	880.98	20,188.85	20,000.00	188.85	100.94%	35,000.00
6220 · Audit & Tax Filing	0.00	0.00	0.00	0.00	0.0%	9,500.00
6230 · Insurance	0.00	3,660.00	3,000.00	660.00	122.0%	5,000.00
6240 · Taxes	0.00	0.00	5,000.00	-5,000.00	0.0%	30,000.00
Total 6100 · OPERATING EXPENSES	26,176.00	128,263.57	208,757.08	-80,493.51	61.44%	453,490.88
6900 · OTHER EXPENSES						
6970 · One-Time Budgeted Expenses	0.00	840.00	30,000.00	-29,160.00	2.8%	30,000.00
Total 6900 · OTHER EXPENSES	0.00	840.00	30,000.00	-29,160.00	2.8%	30,000.00
Total Expense	26,176.00	129,103.57	238,757.08	-109,653.51	54.07%	483,490.88
Net Ordinary Income	342.14	170,602.31	17,430.92	153,171.39	978.73%	-142,002.88
Other Income/Expense						
Other Income						
4501 · Chapter Income						
4501.17 · Inland Empire	0.00	40.00				
4501 · Chapter Income - Other	0.00	0.00	33,333.28	-33,333.28	0.0%	100,000.00
Total 4501 · Chapter Income	0.00	40.00	33,333.28	-33,293.28	0.12%	100,000.00
4500 · PROGRAM REVENUES						
8000 · Conference Revenue						
8100 · Government Registrations						
8106 · Govt Non-Memb-Full Regular	0.00	37,150.00	12,500.00	24,650.00	297.2%	12,500.00
8115 · Conf-Gov-Full-Norm-Mem	-2,100.00	138,000.00	145,000.00	-7,000.00	95.17%	145,000.00
Total 8100 · Government Registrations	-2,100.00	175,150.00	157,500.00	17,650.00	111.21%	157,500.00
8200 · Commercial Registrations						
8225 · Conf-Com-Exhibitor-Addn Full	0.00	5,200.00				
8231 · Comm Non-Memb-Full-Reg	0.00	14,750.00	3,750.00	11,000.00	393.33%	3,750.00
8235 · Comm Memb-Full-Early	0.00	0.00				
8236 · Comm Memb-Full-Regular	0.00	7,250.00	4,000.00	3,250.00	181.25%	4,000.00
Total 8200 · Commercial Registrations	0.00	27,200.00	7,750.00	19,450.00	350.97%	7,750.00
8300 · Pre-Conference Registrations						
8371 · PreConference-Session A	0.00	10,920.00				
8373 · PreConference-Session B	0.00	5,135.00				
Total 8300 · Pre-Conference Registrations	0.00	16,055.00				
8500 · Extra Meals						
8565 · Hosted Evening Event	0.00	0.00				

California Society of Municipal Finance Officers
Profit & Loss Budget Performance
April 2021

	<u>Apr 21</u>	<u>Jan - Apr 21</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
Total 8500 · Extra Meals	0.00	0.00				
8700 · Exhibitors Fees						
8707 · Deluxe Exhibitor	0.00	100,000.00	92,000.00	8,000.00	108.7%	92,000.00
8704 · Premier Exhibitor	0.00	67,500.00	37,500.00	30,000.00	180.0%	37,500.00
Total 8700 · Exhibitors Fees	0.00	167,500.00	129,500.00	38,000.00	129.34%	129,500.00
8800 · Sponsorships						
8830 · Non-Exhibitor Sponsor 8830	0.00	33,000.00	37,500.00	-4,500.00	88.0%	37,500.00
8872 · Additional Sponsorship Monies	0.00	3,500.00				
8800 · Sponsorships - Other	0.00	0.00	0.00	0.00	0.0%	0.00
Total 8800 · Sponsorships	0.00	36,500.00	37,500.00	-1,000.00	97.33%	37,500.00
Total 8000 · Conference Revenue	-2,100.00	422,405.00	332,250.00	90,155.00	127.14%	332,250.00
4503 · Contributions and Donations	0.00	1,200.00				
4504 · Education income						
4591 · California Local Budgeting	3,300.00	8,100.00	7,500.00	600.00	108.0%	22,500.00
4505 · Webinar	0.00	2,623.00	1,719.00	904.00	152.59%	5,156.00
4520 · Weekend Training	0.00	0.00	0.00	0.00	0.0%	21,000.00
4540 · Fundamentals of Rates, Fees	1,800.00	16,650.00				
4570 · Intro to Government	1,050.00	15,600.00	7,333.36	8,266.64	212.73%	22,000.00
4590 · Intermediate Government Acct	3,300.00	19,156.00	11,666.73	7,489.27	164.19%	35,000.00
4594 · CMTA/CSMFO Course	0.00	0.00	2,500.00	-2,500.00	0.0%	7,500.00
4595 · Revenue Fundamentals	0.00	0.00	2,500.00	-2,500.00	0.0%	7,500.00
4596 · Revenue Fundamentals II	0.00	0.00	1,666.72	-1,666.72	0.0%	5,000.00
4597 · Developing Supervisory Skills	0.00	0.00	1,666.72	-1,666.72	0.0%	5,000.00
4598 · Leadership Skills	0.00	0.00	1,666.72	-1,666.72	0.0%	5,000.00
Total 4504 · Education income	9,450.00	62,129.00	38,219.25	23,909.75	162.56%	135,656.00
Total 4500 · PROGRAM REVENUES	7,350.00	485,734.00	370,469.25	115,264.75	131.11%	467,906.00
Total Other Income	7,350.00	485,774.00	403,802.53	81,971.47	120.3%	567,906.00
Other Expense						
6401 · Chapter Expenses						
6401.79 · Current Year Chapter Expenses						
6401.09 · South San Joaquin	0.00	225.00				
Total 6401.79 · Current Year Chapter Expenses	0.00	225.00				
6401 · Chapter Expenses - Other	0.00	0.00	33,333.28	-33,333.28	0.0%	100,000.00
Total 6401 · Chapter Expenses	0.00	225.00	33,333.28	-33,108.28	0.68%	100,000.00
6400 · PROGRAM EXPENSES						
9000 · Conference Expenses						
9300 · Hosted Event						
9310 · Event Entertainment	0.00	16,300.00				
Total 9300 · Hosted Event	0.00	16,300.00				
9400 · Meetings and Training						
9410 · Speakers-Honorarium	0.00	30,400.00	36,000.00	-5,600.00	84.44%	36,000.00
Total 9400 · Meetings and Training	0.00	30,400.00	36,000.00	-5,600.00	84.44%	36,000.00
9475 · Meetings						
9477 · Virtual Platform	0.00	88,709.00	145,000.00	-56,291.00	61.18%	145,000.00
9478 · General Session - Addl' product	0.00	0.00	7,500.00	-7,500.00	0.0%	7,500.00

California Society of Municipal Finance Officers
Profit & Loss Budget Performance
April 2021

	<u>Apr 21</u>	<u>Jan - Apr 21</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
9481 · Reg/Attendance Tracking	0.00	0.00	1,520.00	-1,520.00	0.0%	1,520.00
9485 · Convention/Hotel Other Costs	0.00	4,560.00				
9475 · Meetings - Other	0.00	0.00	0.00	0.00	0.0%	0.00
Total 9475 · Meetings	0.00	93,269.00	154,020.00	-60,751.00	60.56%	154,020.00
9490 · Pre-Conference Workshop						
9496 · Pre-Conference-Other	0.00	300.00				
Total 9490 · Pre-Conference Workshop	0.00	300.00				
9500 · Exhibits						
9550 · Sponsor Branded Items	0.00	0.00	15,000.00	-15,000.00	0.0%	15,000.00
9545 · Exhibit hall game	0.00	0.00	0.00	0.00	0.0%	0.00
Total 9500 · Exhibits	0.00	0.00	15,000.00	-15,000.00	0.0%	15,000.00
9600 · Entertainment/Gifts						
9610 · Conference Gifts/Attendees	0.00	0.00	7,500.00	-7,500.00	0.0%	7,500.00
9620 · Speaker/Board/Committee Memento	2,875.00	4,814.54	5,000.00	-185.46	96.29%	5,000.00
Total 9600 · Entertainment/Gifts	2,875.00	4,814.54	12,500.00	-7,685.46	38.52%	12,500.00
9800 · Administration - Conference						
9805 · Conference Marketing	0.00	0.00	12,500.00	-12,500.00	0.0%	12,500.00
9810 · Conference Contract Services	0.00	72,757.52	69,700.00	3,057.52	104.39%	69,700.00
9815 · Printing/Copy/Conference Media	0.00	0.00	750.00	-750.00	0.0%	750.00
9840 · Postage & Shipping	0.00	3,685.67	7,500.00	-3,814.33	49.14%	7,500.00
9880 · Bank Merchant Fees	0.00	12,694.60	9,536.00	3,158.60	133.12%	9,536.00
9890 · Conference Committee Expenses	0.00	1,393.90	1,400.00	-6.10	99.56%	1,400.00
9800 · Administration - Conference - Other	700.00	2,800.00				
Total 9800 · Administration - Conference	700.00	93,331.69	101,386.00	-8,054.31	92.06%	101,386.00
9900 · Contingency for Attrition	0.00	0.00	15,000.00	-15,000.00	0.0%	15,000.00
9000 · Conference Expenses - Other	0.00	25,000.00				
Total 9000 · Conference Expenses	3,575.00	263,415.23	333,906.00	-70,490.77	78.89%	333,906.00
6404 · Education Expenses						
6491 · CA Local Budgeting Expense	-900.00	-900.00	7,500.00	-8,400.00	-12.0%	7,500.00
6420 · Weekend Training	0.00	0.00	0.00	0.00	0.0%	25,000.00
6430 · Intro to Government	0.00	0.00	3,666.64	-3,666.64	0.0%	11,000.00
6480 · Intermediate Governmental Acct.	2,500.00	5,044.00	6,000.00	-956.00	84.07%	18,000.00
6595 · Revenue Fundamental Expense	0.00	600.00	1,583.28	-983.28	37.9%	4,750.00
6596 · Revenue Fundamental Expense II	0.00	0.00	1,666.64	-1,666.64	0.0%	5,000.00
6597 · Developing Supervisory Skills	0.00	0.00	2,100.00	-2,100.00	0.0%	6,300.00
6598 · Leadership Skills	0.00	0.00	2,100.00	-2,100.00	0.0%	6,300.00
Total 6404 · Education Expenses	1,600.00	4,744.00	24,616.56	-19,872.56	19.27%	83,850.00
Total 6400 · PROGRAM EXPENSES	5,175.00	268,159.23	358,522.56	-90,363.33	74.8%	417,756.00
Total Other Expense	5,175.00	268,384.23	391,855.84	-123,471.61	68.49%	517,756.00
Net Other Income	2,175.00	217,389.77	11,946.69	205,443.08	1,819.67%	50,150.00
Net Income	2,517.14	387,992.08	29,377.61	358,614.47	1,320.71%	-91,852.88

California Society of Municipal Finance Officers
Statement of Financial Income and Expense
January through April 2021

	<u>Jan - Apr 21</u>	<u>Jan - Apr 20</u>	<u>\$ Change</u>
Ordinary Income/Expense			
Income			
4000 · OPERATING REVENUES			
4100 · Membership Dues			
4110 · Dues - Municipal	174,715.00	181,311.00	-6,596.00
4120 · Dues - Other Gov	3,800.00	3,805.00	-5.00
4130 · Dues - Commercial	40,040.00	42,680.00	-2,640.00
4140 · Dues - Retired	1,000.00	1,080.00	-80.00
4150 · Dues - Education	0.00	0.00	0.00
4100 · Membership Dues - Other	0.00	0.00	0.00
Total 4100 · Membership Dues	<u>219,555.00</u>	<u>228,876.00</u>	<u>-9,321.00</u>
4200 · Interest Income	2,475.88	4,391.34	-1,915.46
4302 · Magazine Advertising	13,875.00	1,400.00	12,475.00
4303 · Job Board Post - Member	61,650.00	43,525.00	18,125.00
4306 · Web Advertising	1,000.00	0.00	1,000.00
4490 · Budget Awards	1,150.00	300.00	850.00
Total 4000 · OPERATING REVENUES	<u>299,705.88</u>	<u>278,492.34</u>	<u>21,213.54</u>
Total Income	<u>299,705.88</u>	<u>278,492.34</u>	<u>21,213.54</u>
Gross Profit	299,705.88	278,492.34	21,213.54
Expense			
6100 · OPERATING EXPENSES			
6105 · Marketing/Membership	9,265.14	9,336.33	-71.19
6106 · Storage Expense	345.67	514.42	-168.75
6110 · President's Expense			
6111 · Presidents CSMFO- Gifts	164.93	0.00	164.93
6112 · Presidents CSMFO-Dinner	0.00	22.95	-22.95
6110 · President's Expense - Other	290.00	2,291.09	-2,001.09
Total 6110 · President's Expense	<u>454.93</u>	<u>2,314.04</u>	<u>-1,859.11</u>
6115 · Board of Directors			
6116 · Board Meeting Expenses	0.00	3,192.43	-3,192.43
Total 6115 · Board of Directors	<u>0.00</u>	<u>3,192.43</u>	<u>-3,192.43</u>
6120 · Committee/Chapter Support			
6121 · Committee Support	0.00	573.59	-573.59
6122 · Chapter Support	0.00	6,979.22	-6,979.22
6120 · Committee/Chapter Support - Other	0.00	158.99	-158.99
Total 6120 · Committee/Chapter Support	<u>0.00</u>	<u>7,711.80</u>	<u>-7,711.80</u>
6125 · Board Planning Session-Retreat	0.00	6,000.00	-6,000.00
6140 · Management Services			
6143 · Management Services	56,257.74	55,007.55	1,250.19
6146 · Consultants			
6146.10 · Coleman Services	8,135.00	4,200.00	3,935.00
6146 · Consultants - Other	6,000.00	0.00	6,000.00
Total 6146 · Consultants	<u>14,135.00</u>	<u>4,200.00</u>	<u>9,935.00</u>
6470 · Webinar Program Services	7,500.00	20,000.00	-12,500.00
Total 6140 · Management Services	<u>77,892.74</u>	<u>79,207.55</u>	<u>-1,314.81</u>
6150 · Office Supplies	4.40	202.03	-197.63
6155 · Merchant Fees/Bank Chgs.	7,834.52	14,854.19	-7,019.67

California Society of Municipal Finance Officers
Statement of Financial Income and Expense
January through April 2021

	<u>Jan - Apr 21</u>	<u>Jan - Apr 20</u>	<u>\$ Change</u>
6160 · Awards	832.01	162.32	669.69
6165 · Printing			
6166 · Printing, copying, and admin	20.88	966.96	-946.08
6167 · Directory	6,899.00	9,934.26	-3,035.26
Total 6165 · Printing	6,919.88	10,901.22	-3,981.34
6170 · Magazine	135.00	15,525.55	-15,390.55
6175 · Postage	564.77	559.23	5.54
6185 · Telephone/Bridge Calls	165.66	220.88	-55.22
6190 · Web and Technology			
6192 · Web site	2,724.98	2,500.00	224.98
6195 · Web Site Hosting Fee	4,293.23	5,138.95	-845.72
6190 · Web and Technology - Other	13,170.64	12,000.00	1,170.64
Total 6190 · Web and Technology	20,188.85	19,638.95	549.90
6200 · Travel/Staff Expenses	0.00	0.00	0.00
6230 · Insurance	3,660.00	1,759.00	1,901.00
6240 · Taxes			
6246 · Prior Year Taxes	0.00	4,150.00	-4,150.00
Total 6240 · Taxes	0.00	4,150.00	-4,150.00
6255 · GFOA Reception	0.00	6,500.00	-6,500.00
Total 6100 · OPERATING EXPENSES	128,263.57	182,749.94	-54,486.37
6900 · OTHER EXPENSES			
6970 · One-Time Budgeted Expenses	840.00	4,136.73	-3,296.73
Total 6900 · OTHER EXPENSES	840.00	4,136.73	-3,296.73
9950 · Prior Period Adjustment	0.00	-122.55	122.55
Total Expense	129,103.57	186,764.12	-57,660.55
Net Ordinary Income	170,602.31	91,728.22	78,874.09
Other Income/Expense			
Other Income			
4501 · Chapter Income			
4501.01 · Northwest Counties	0.00	1,998.57	-1,998.57
4501.02 · Northeast Counties	0.00	467.10	-467.10
4501.03 · North Coast	0.00	664.35	-664.35
4501.04 · Sacramento Valley	0.00	0.00	0.00
4501.05 · East Bay (SF)	0.00	480.00	-480.00
4501.06 · Central Valley	0.00	0.00	0.00
4501.07 · Peninsula	0.00	0.00	0.00
4501.08 · Monterey Bay	0.00	0.00	0.00
4501.09 · South San Joaquin	0.00	336.55	-336.55
4501.11 · Channel Counties	0.00	30.00	-30.00
4501.12 · San Gabriel Valley	0.00	1,192.49	-1,192.49
4501.13 · Central Los Angeles	0.00	0.00	0.00
4501.14 · South Bay (LA)	0.00	240.00	-240.00
4501.15 · Desert Mountain	0.00	275.00	-275.00
4501.16 · Orange County	0.00	925.00	-925.00
4501.17 · Inland Empire	40.00	50.00	-10.00
4501.18 · Coachella Valley	0.00	2,435.16	-2,435.16
4501.19 · San Diego County	0.00	0.00	0.00

California Society of Municipal Finance Officers

Statement of Financial Income and Expense

January through April 2021

	Jan - Apr 21	Jan - Apr 20	\$ Change
Total 4501 · Chapter Income	40.00	9,094.22	-9,054.22
4500 · PROGRAM REVENUES			
8000 · Conference Revenue			
8100 · Government Registrations			
8105 · Govt Non-Memb Full Early	0.00	34,520.00	-34,520.00
8106 · Govt Non-Memb-Full Regular	37,150.00	23,865.00	13,285.00
8108 · Govt Non-Memb Daily Early	0.00	3,780.00	-3,780.00
8109 · Govt Non-Memb-Daily-Regular	0.00	6,210.00	-6,210.00
8110 · Govt Memb - Full Conf-Early	0.00	380,190.00	-380,190.00
8115 · Conf-Gov-Full-Norm-Mem	138,000.00	61,255.00	76,745.00
8120 · Govt Memb Daily-Early	0.00	8,740.00	-8,740.00
8125 · Govt Memb-Daily Regular	0.00	3,725.00	-3,725.00
8150 · Govt Non-Memb Full Onsite	0.00	2,295.00	-2,295.00
8155 · Govt Memb-Full Regular	0.00	5,445.00	-5,445.00
Total 8100 · Government Registrations	175,150.00	530,025.00	-354,875.00
8200 · Commercial Registrations			
8225 · Conf-Com-Exhibitor-Addn Full	5,200.00	72,800.00	-67,600.00
8227 · Conf-Com-Exhibitor Daily	0.00	9,660.00	-9,660.00
8230 · Comm Non-Memb-Full-Early	0.00	13,090.00	-13,090.00
8231 · Comm Non-Memb-Full-Reg	14,750.00	18,820.00	-4,070.00
8235 · Comm Memb-Full-Early	0.00	13,070.00	-13,070.00
8236 · Comm Memb-Full-Regular	7,250.00	12,290.00	-5,040.00
8245 · Comm Memb-Daily-Early	0.00	930.00	-930.00
8250 · Comm-Memb Daily-Regular	0.00	1,840.00	-1,840.00
8260 · Comm Non-Memb Daily Early	0.00	4,100.00	-4,100.00
8265 · Comm Non-Memb Daily Regular	0.00	8,570.00	-8,570.00
Total 8200 · Commercial Registrations	27,200.00	155,170.00	-127,970.00
8300 · Pre-Conference Registrations			
8376 · PreConference-Session D	0.00	4,650.00	-4,650.00
8371 · PreConference-Session A	10,920.00	8,700.00	2,220.00
8373 · PreConference-Session B	5,135.00	8,250.00	-3,115.00
8375 · PreConference-Session C	0.00	4,650.00	-4,650.00
Total 8300 · Pre-Conference Registrations	16,055.00	26,250.00	-10,195.00
8500 · Extra Meals			
8565 · Hosted Evening Event	0.00	21,500.00	-21,500.00
Total 8500 · Extra Meals	0.00	21,500.00	-21,500.00
8600 · Event Registrations			
8610 · Golf	0.00	30,700.00	-30,700.00
8630 · Tennis	0.00	1,960.00	-1,960.00
Total 8600 · Event Registrations	0.00	32,660.00	-32,660.00
8700 · Exhibitors Fees			
8707 · Deluxe Exhibitor	100,000.00	0.00	100,000.00
8704 · Premier Exhibitor	67,500.00	0.00	67,500.00
8702 · Featured Exhibitor/Sponsor	0.00	30,000.00	-30,000.00
8703 · Sapphire Exhibitor	0.00	126,000.00	-126,000.00
8715 · Gold Package	0.00	288,000.00	-288,000.00
8725 · Silver Package	0.00	31,200.00	-31,200.00

California Society of Municipal Finance Officers

Statement of Financial Income and Expense

January through April 2021

	Jan - Apr 21	Jan - Apr 20	\$ Change
8735 · Diamond Package	0.00	72,000.00	-72,000.00
Total 8700 · Exhibitors Fees	167,500.00	547,200.00	-379,700.00
8800 · Sponsorships			
8830 · Non-Exhibitor Sponsor 8830	33,000.00	36,000.00	-3,000.00
8872 · Additional Sponsorship Monies	3,500.00	6,500.00	-3,000.00
Total 8800 · Sponsorships	36,500.00	42,500.00	-6,000.00
8900 · Conference Miscellaneous			
8915 · Hotel Rebate for Convention Ctr	0.00	26,478.27	-26,478.27
8910 · Cancellation Fees	0.00	825.00	-825.00
Total 8900 · Conference Miscellaneous	0.00	27,303.27	-27,303.27
Total 8000 · Conference Revenue	422,405.00	1,382,608.27	-960,203.27
4503 · Contributions and Donations			
4503.75 · Robert O'Dell Scholarship	0.00	167.00	-167.00
4503 · Contributions and Donations - Other	1,200.00	0.00	1,200.00
Total 4503 · Contributions and Donations	1,200.00	167.00	1,033.00
4504 · Education income			
4591 · California Local Budgeting	8,100.00	0.00	8,100.00
4505 · Webinar	2,623.00	0.00	2,623.00
4540 · Fundamentals of Rates, Fees	16,650.00	0.00	16,650.00
4570 · Intro to Government	15,600.00	11,476.00	4,124.00
4590 · Intermediate Government Acct	19,156.00	-300.00	19,456.00
4595 · Revenue Fundamentals	0.00	0.00	0.00
4597 · Developing Supervisory Skills	0.00	200.00	-200.00
Total 4504 · Education income	62,129.00	11,376.00	50,753.00
Total 4500 · PROGRAM REVENUES	485,734.00	1,394,151.27	-908,417.27
8999 · YM Import Items	0.00	0.00	0.00
Total Other Income	485,774.00	1,403,245.49	-917,471.49
Other Expense			
6401 · Chapter Expenses			
6401.79 · Current Year Chapter Expenses			
6401.07 · Peninsula	0.00	3,981.52	-3,981.52
6401.09 · South San Joaquin	225.00	250.00	-25.00
6401.12 · San Gabriel Valley	0.00	352.20	-352.20
6401.16 · Orange County	0.00	9,405.04	-9,405.04
6401.17 · Inland Empire	0.00	817.00	-817.00
6401.19 · San Diego County	0.00	1,199.50	-1,199.50
Total 6401.79 · Current Year Chapter Expenses	225.00	16,005.26	-15,780.26
6401.89 · Prior Year Chapter Income/Expen			
6401.57 · Prior Period Peninsula	0.00	25.00	-25.00
6401.58 · Prior Period Monterey Bay	0.00	95.00	-95.00
Total 6401.89 · Prior Year Chapter Income/Expen	0.00	120.00	-120.00
Total 6401 · Chapter Expenses	225.00	16,125.26	-15,900.26
6400 · PROGRAM EXPENSES			
9000 · Conference Expenses			
9100 · Food & Beverage			
9115 · Wednesday-Breakfast	0.00	19,869.13	-19,869.13
9125 · Wednesday-Lunch	0.00	81,249.33	-81,249.33

California Society of Municipal Finance Officers

Statement of Financial Income and Expense

January through April 2021

	Jan - Apr 21	Jan - Apr 20	\$ Change
9135 · Wednesday-Food-Exhibitor Recept	0.00	34,891.51	-34,891.51
9138 · Wednesday-Beverage-Exhibitor Re	0.00	12,680.48	-12,680.48
9140 · Thursday-Breakfast-Chapter Chai	0.00	2,124.97	-2,124.97
9143 · Thursday-Breakfast	0.00	63,620.93	-63,620.93
9145 · Thursday-Coffee Service	0.00	19,516.18	-19,516.18
9147 · Thursday-Lunch	0.00	92,896.62	-92,896.62
9148 · Thursday-PM Break	0.00	26,287.62	-26,287.62
9150 · Friday-Breakfast	0.00	53,024.02	-53,024.02
9155 · Friday-Lunch	0.00	2,656.64	-2,656.64
Total 9100 · Food & Beverage	0.00	408,817.43	-408,817.43
9200 · President's Dinners			
9210 · President's Dinner - Food & Bev	0.00	47,433.67	-47,433.67
9220 · Entertain-Transport-Decor-Favor	0.00	828.50	-828.50
9250 · Pres Dinner-Out of State Guest	0.00	16,236.72	-16,236.72
Total 9200 · President's Dinners	0.00	64,498.89	-64,498.89
9300 · Hosted Event			
9310 · Event Entertainment	16,300.00	43,665.00	-27,365.00
9320 · Event Food	0.00	134,138.08	-134,138.08
9321 · Event Bar	0.00	15,084.46	-15,084.46
9340 · Event Other	0.00	12,669.68	-12,669.68
Total 9300 · Hosted Event	16,300.00	205,557.22	-189,257.22
9400 · Meetings and Training			
9410 · Speakers-Honorarium	30,400.00	85,300.00	-54,900.00
9420 · Speaker-Expenses-Lodging	0.00	3,563.61	-3,563.61
9430 · Speaker-Expenses-Transportation	0.00	2,612.37	-2,612.37
Total 9400 · Meetings and Training	30,400.00	91,475.98	-61,075.98
9450 · Comps			
9462 · Comps - Other	0.00	3,348.54	-3,348.54
9460 · Other Guests Lodging (OOS)	0.00	3,711.24	-3,711.24
9465 · Board Scholarships	0.00	3,250.00	-3,250.00
9450 · Comps - Other	0.00	785.48	-785.48
Total 9450 · Comps	0.00	11,095.26	-11,095.26
9475 · Meetings			
9476 · Audio Visual and Lighting	0.00	165,772.31	-165,772.31
9477 · Virtual Platform	88,709.00	0.00	88,709.00
9478 · General Session - Addl' product	0.00	6,480.68	-6,480.68
9479 · WiFi Internet	0.00	12,500.00	-12,500.00
9480 · Electric Power/Rigging	0.00	19,692.40	-19,692.40
9481 · Reg/Attendance Tracking	0.00	34,924.32	-34,924.32
9485 · Convention/Hotel Other Costs	4,560.00	825.00	3,735.00
Total 9475 · Meetings	93,269.00	240,194.71	-146,925.71
9490 · Pre-Conference Workshop			
9494 · Food & Beverage	0.00	9,176.02	-9,176.02
9496 · Pre-Conference-Other	300.00	94.91	205.09
Total 9490 · Pre-Conference Workshop	300.00	9,270.93	-8,970.93
9500 · Exhibits			
9550 · Sponsor Branded Items	0.00	10,063.91	-10,063.91

California Society of Municipal Finance Officers

Statement of Financial Income and Expense

January through April 2021

	Jan - Apr 21	Jan - Apr 20	\$ Change
9510 · Decorator Booth Fee	0.00	15,198.25	-15,198.25
9540 · Security	0.00	3,161.00	-3,161.00
9599 · Exhibits-Other	0.00	8,286.83	-8,286.83
Total 9500 · Exhibits	0.00	36,709.99	-36,709.99
9600 · Entertainment/Gifts			
9610 · Conference Gifts/Attendees	0.00	57,895.77	-57,895.77
9620 · Speaker/Board/Committee Memento	4,814.54	3,347.86	1,466.68
9630 · Gift Baskets (VIPs)	0.00	1,107.00	-1,107.00
Total 9600 · Entertainment/Gifts	4,814.54	62,350.63	-57,536.09
9700 · Other Activities			
9732 · Golf Tournament Expenses	0.00	32,819.58	-32,819.58
9750 · Other Event Expenses	0.00	3,670.00	-3,670.00
Total 9700 · Other Activities	0.00	36,489.58	-36,489.58
9800 · Administration - Conference			
9805 · Conference Marketing	0.00	5,236.00	-5,236.00
9810 · Conference Contract Services	72,757.52	76,622.52	-3,865.00
9815 · Printing/Copy/Conference Media	0.00	2,307.22	-2,307.22
9820 · President Expenses	0.00	673.17	-673.17
9831 · Supplies-Badges-Ribbons-Etc	0.00	666.20	-666.20
9840 · Postage & Shipping	3,685.67	11.60	3,674.07
9875 · Signage	0.00	3,967.45	-3,967.45
9880 · Bank Merchant Fees	12,694.60	339.85	12,354.75
9890 · Conference Committee Expenses	1,393.90	24,664.11	-23,270.21
9895 · Staff Exp Inc. Lodging & Travel	0.00	20,082.59	-20,082.59
9800 · Administration - Conference - Other	2,800.00	2,100.00	700.00
Total 9800 · Administration - Conference	93,331.69	136,670.71	-43,339.02
9000 · Conference Expenses - Other	25,000.00	0.00	25,000.00
Total 9000 · Conference Expenses	263,415.23	1,303,131.33	-1,039,716.10
6404 · Education Expenses			
6491 · CA Local Budgeting Expense	-900.00	0.00	-900.00
6430 · Intro to Government			
6430.10 · Intro to Govt Account - Reimbur	0.00	4,102.27	-4,102.27
6430 · Intro to Government - Other	0.00	2,000.00	-2,000.00
Total 6430 · Intro to Government	0.00	6,102.27	-6,102.27
6480 · Intermediate Governmental Acct.	5,044.00	865.26	4,178.74
6594 · CMTA/CSMFO Course Exp	0.00	0.00	0.00
6595 · Revenue Fundamental Expense	600.00	0.00	600.00
Total 6404 · Education Expenses	4,744.00	6,967.53	-2,223.53
Total 6400 · PROGRAM EXPENSES	268,159.23	1,310,098.86	-1,041,939.63
Total Other Expense	268,384.23	1,326,224.12	-1,057,839.89
Net Other Income	217,389.77	77,021.37	140,368.40
Net Income	387,992.08	168,749.59	219,242.49

California Society of Municipal Finance Officers

Chapter Income and Expense

January through April 2021

	Inland Empire (Chapters)	South San Joaquin Valley (Chapters)	Total Chapters	TOTAL
Other Income/Expense				
Other Income				
4501 · Chapter Income	40.00	0.00	40.00	40.00
Total Other Income	40.00	0.00	40.00	40.00
Other Expense				
6401 · Chapter Expenses	0.00	225.00	225.00	225.00
Total Other Expense	0.00	225.00	225.00	225.00
Net Other Income	40.00	-225.00	-185.00	-185.00
Net Income	40.00	-225.00	-185.00	-185.00

California Society of Municipal Finance Officers

Check Detail

April 2021

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check BILLPAY 04/12/2021 Michael Coleman {v} 1006 · Bank of America Checking (new)					
Bill	Jan-March 2021	04/01/2021		6146.10 · Coleman Services	(4,635.00)
				6146.10 · Coleman Services	<u>(3,500.00)</u>
TOTAL					(8,135.00)
Bill Pmt -Check BILLPAY 04/12/2021 Pacific Storage Company 1006 · Bank of America Checking (new)					
Bill	4199413	03/31/2021		6106 · Storage Expense	<u>(80.87)</u>
TOTAL					(80.87)
Bill Pmt -Check BILLPAY 04/12/2021 Smith Moore and Associates, 1006 · Bank of America Checking (new)					
Bill	20210119	04/01/2021		6143 · Management Services	(11,805.92)
				2003 · A/P Other- SMA Conferer	(3,526.44)
				6195 · Web Site Hosting Fee	(643.88)
				1500 · CSMFO/SMA Database AI	(231.15)
				9800 · Administration - Conferer	<u>(600.94)</u>
TOTAL					(16,808.33)
Bill Pmt -Check BILLPAY 04/28/2021 Government Finance Officers 1006 · Bank of America Checking (new)					
Bill	3003567	03/31/2021		6470 · Webinar Program Service	<u>(2,500.00)</u>
TOTAL					(2,500.00)
Bill Pmt -Check BILLPAY 04/28/2021 Irwin B Bornstein [v] 1006 · Bank of America Checking (new)					
Bill	320	04/22/2021		6480 · Intermediate Governmen	<u>(2,500.00)</u>
TOTAL					(2,500.00)
Bill Pmt -Check BILLPAY 04/28/2021 Marcus Pimentel [v] 1006 · Bank of America Checking (new)					
Bill		04/27/2021		6110 · President's Expense	<u>(290.00)</u>
TOTAL					(290.00)
Bill Pmt -Check BILLPAY 04/28/2021 Smith Moore and Associates, 1006 · Bank of America Checking (new)					
Bill	20210186	04/13/2021		9620 · Speaker/Board/Committe	(2,875.00)
				6195 · Web Site Hosting Fee	(67.99)
				6192 · Web site	(62.99)
				6170 · Magazine	(45.00)
				6175 · Postage	(9.50)
				6175 · Postage	(11.04)
				6166 · Printing, copying, and ad	(8.72)
				6185 · Telephone/Bridge Calls	(55.22)
				6150 · Office Supplies	<u>(4.40)</u>
TOTAL					(3,139.86)

California Society of Municipal Finance Officers

Check Detail

April 2021

	Type	Num	Date	Name	Account	Paid Amount
	Check	EFT	04/02/2021	Merchant Service	1006 · Bank of America Checking (new)	
					6155 · Merchant Fees/Bank Chg	(2,963.50)
TOTAL						(2,963.50)
	Check	EFT	04/07/2021		1006 · Bank of America Checking (new)	
					6155 · Merchant Fees/Bank Chg	(15.00)
TOTAL						(15.00)
	Check	EFT	04/20/2021	Affinipay	1006 · Bank of America Checking (new)	
					4905 · Merchant Service	(4.00)
TOTAL						(4.00)

CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and effective as of June 1, 2021, between the California Society of Municipal Finance Officers ("CSMFO"), a nonprofit corporation located in Sacramento, California, and Harriet V. Commons, CPA ("Consultant"), an independent contractor located in Fremont, 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 June 1, 2021, and ending April 30, 2022. The agreement may be renewed 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 CDC portion of this Agreement, and the Program Committee Chair shall represent CSMFO in all matters pertaining to the Program Committee portion 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) Program Committee (2022 Annual Conference) - \$12,855
 - (2) Career Development Committee - \$900 per month, not to exceed \$10,800 annually.
 - (3) CSMFO shall reimburse Consultant for the following expenses that are attributable directly to work performed under this Agreement:
 - (a) Travel to and from the Annual Conference
 - (b) Travel to and from conference site-visits
 - (c) Travel to and from Host Committee meetings
 - (d) Overnight lodging for four nights during each Annual Conference covered under this contract
 - (e) Meals during travel for the Annual Conference that are not already provided through the event
- b. Payments: 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 Executive Director, 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. CSMFO 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 thirty (30) days prior written notice. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CSMFO 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. 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 be not 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. 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 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 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. 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. 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 whatever 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 this 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. 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 of 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 the 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
808 R Street, Suite 209
Sacramento, CA 95811
Attention: Executive Director

To Consultant: Harriet V. Commons, CPA
90 Queso Court
Fremont, CA 94539

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

Melissa Manchester
CSMFO Executive Director

Date

Signature

Harriet V. Commons, CPA
Consultant

Date

EXHIBIT A

SCOPE OF WORK TO BE PERFORMED

Consultant Agrees to Perform the Following Services for CSMFO:

1. Program Committee Support

- a. Update “call for sessions” form and coordinate posting of “call for sessions” information on the CSMFO website with SMA, with an emphasis both on content of the form and the nature of the output of the session proposals submitted.
- b. Maintain master file of “call for sessions” submittals, including formatting the submittals for distribution to the Program Committee.
- c. Identify appropriate track for each “call for sessions” submittal.
- d. Review overall program content for completeness and identify topics or areas that need to be included.
- e. Develop inventory of recurring speakers and/or topics, work with track leaders to develop sessions, and coordinate scheduling as needed.
- f. Work closely with SMA Conference staff.
- g. Keep track of session open items and responsible person(s) during the course of program development.
- h. Ensure compliance with program development and conference timelines.
- i. Maintain contact information for session speakers and moderators.
- j. Send out speaker confirmation letters.
- k. Send out moderator confirmation letters.
- l. Notify unsuccessful “call for session” submitters.
- m. Assemble speaker bios, edit for brevity and consistency, and transmit shorter versions to moderators for use in introducing speakers, and longer versions to SMA for inclusion in Guidebook.
- n. Send out speaker thank-you letters.
- o. Send out moderator thank-you letters.
- p. Prepare conference program layout (“event schedule”) for committee review, including assigning concurrent sessions to time slots and rooms.
- q. Update Host Committee at each monthly meeting on the status of program development.
- r. Prepare session descriptions for posting to the CSMFO website.
- s. Prepare periodic updates to session descriptions for posting to the CSMFO website as the program evolves.
- t. Prepare program content (session descriptions, speakers, moderators, room assignments, dates, and times) for submittal to SMA Conference staff.
- u. Coordinate and review program content in the Annual Conference program with SMA Conference staff.

- v. Coordinate collection of speaker presentations, ensure they are saved as PDF files and named in accordance with pre-established naming conventions, and transmit to SMA for inclusion in Guidebook and posting to the CSMFO website.
- w. Populate Excel spreadsheets with program content (session descriptions, speakers, room assignments, dates, and times) for submittal to SMA staff for use in developing Guidebook content.
- x. Schedule individual appointments with CalPERS actuaries, send confirmation emails, and send reminder emails prior to the conference.
- y. Populate Excel spreadsheets with program information for CPE tracking purposes and submit to CPE tracking vendor (currently Cvent).
- z. If manual sign-in sheets are used for any pre-conference or conference sessions, transfer that information to an Excel spreadsheet for CPE tracking purposes and submit to Cvent.
- aa. Coordinate with Cvent on form and content of CPE certificate and accompanying email.
- bb. Post-conference, serve as the point of contact for attendees with respect to missing CPE certificates or corrections needed to CPE certificates.
- cc. Ensure that all CPE certificate issues are satisfactorily resolved.
- dd. Provide support to Committee Chair for conference site visits, including participating in conference site visits, with a focus on program needs.
- ee. Prepare meeting agendas for Committee Chair review.
- ff. Attend the Annual Conference and assist onsite as requested by the Program Committee, including providing site support, participant check-in, and CPE tracking for pre-conference sessions.

2. Career Development Committee (CDC) Support

a. Core Courses and Webinars

i. Core Courses:

- (a) Work with the CDC lead for each core course to develop the course description, ensuring that the information is complete and consistent in style and tone with other course offerings. Once the course description is developed, coordinate with SMA staff to post the class to the CSMFO website and open registration.
- (b) Develop an initial promotional email for each class, to be sent by SMA to all members to make them aware of the class. Review registration information on at least a weekly basis to determine if more promotion is needed. Generally, the number and frequency of follow-up emails will be consistent with the practice followed for webinars.
- (c) Review registration information to determine that the class minimum registration level has been met. If it has not, confer with the CDC Chair to determine whether to proceed with the class or

cancel it. If a class appears to be nearing its registration cap, work with SMA to develop and maintain a waitlist, if needed.

(d) For Zoom virtual courses:

- (1) Coordinate with SMA staff to ensure that the virtual course is appropriately set up in Zoom and that attendees and instructor(s) receive the information necessary to join. Provide guidance, as needed, for CPE polling questions.
- (2) Prior to the virtual course, ensure that SMA staff has shared course information, materials, and Zoom links with attendees. This is typically sent out 3-4 days in advance of the virtual course, as well as 1 hour prior to each virtual course.
- (3) Prior to the virtual course, ensure that SMA staff has sent the instructor the Zoom information, as well as information about employer and job title of each attendee, to better tailor the virtual course to attendees.

(e) For in-person training:

- (1) Coordinate with SMA staff and the on-site coordinator to ensure attendance (CPE) sign-in sheets have been provided. These sheets should include the attendee's name, organization, job title, email address, and space for a signature. One sign-in sheet is provided for the morning, and another sign-in sheet is provided for the afternoon (in the case of an all-day call).
 - (2) Ensure that SMA staff has sent course materials to attendees. Materials are typically PDFs and should be sent out 3-4 days in advance of the class.
 - (3) Work with SMA staff to ensure that Course Surveys are sent after each class. Compile and review the results, and share them with the instructor and the CDC Committee.
- (f) After each class, coordinate with SMA staff to (1) determine CPE eligibility for attendees, and (2) prepare and distribute CPE certificates to attendees.
- (g) Review the course tracking spreadsheet maintained by SMA, and share this information regularly with the CDC.
- (h) Check in regularly with instructors to see if there are any updates to their course presentations/syllabus, and coordinate the updating of those materials with SMA staff.

ii. Webinars:

- (a) Work with the CDC lead and GFOA liaison to develop the webinar description, ensuring that the information is complete and consistent in style and tone with other course offerings. Once the webinar description is developed, coordinate with SMA staff to post the webinar to the CSMFO website. Registration is handled by the GFOA liaison.

- (b) Develop an initial promotional email for each webinar, to be sent by SMA to all members to make them aware of the webinar. After the initial promotion, ensure the SMA sends out follow-up emails in accordance with the pre-approved schedule.
- (c) After each webinar, ensure that the GFOA liaison sends the registration report to SMA staff. Coordinate with SMA staff to (1) determine CPE eligibility for attendees, and (2) prepare and distribute CPE certificates to attendees.

b. Contract Tracking

- i. Review the list of CDC contracts prepared by SMA and ensure that all contracts are current. Each quarter, provide the CDC with information about contracts nearing their expiration date.
- ii. Review invoices received for services rendered to the CDC to make sure they are in compliance with the related contract and ensure that they are properly coded for payment.

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. Automobile liability insurance for each vehicle used in the performance of this Agreement, including owned, non-owned, leased, or hired vehicles, in the minimum amount of \$300,000 combined single limit per occurrence for bodily injury and property damage.



CSMFO Executive Committee
Agenda
May 19, 2021

- Ad Hoc Update
- Other states/VIPs attendance at 2022 Annual Conference
 - How many are we comping? At what level?
- GFOA Association Collaboration (Michigan, Ohio, Colorado, CSMFO, Washington, Oregon. Alaska TBD)
- CPE certificates for other states for webinars
- 2024 and 2025 Annual Conference Sites
- 2021 Strategic Planning Session
 - Survey results
 - Disney contract Board approval
 - Covid-related requirements?
 - Travel reimbursements available?
 - Team Building?
 - Reception?
 - Dinner?
 - Schedule?
 - Facilitator: Neil Kupchin

May Board Agenda Items

- GFOA Update on CPFO Program
- CPE Certificates for other states
- In-Person Planning Session
- Ad Hoc Revised Recommendation
- 2021 Final Conference Financial Reports

Board Meeting May 27, 2021

To: CSMFO BOARD

Date: May 19, 2021

FROM: Marcus Pimentel, President

SUBJECT: Amend the 2021 Budget by \$39,500 to return to an in-person Strategic Planning Session, approve the related contracts with the Disneyland Hotel and Neil Kupchin, and support conceptually a hardship subsidy to attend the session.

RECOMMENDATION

That the Board (1) adopts the first amendment to the 2021 budget by increasing the Strategic Planning Session budget (Account 6125) by \$39,500 to restore the full in-person budget, (2) approves the related contracts with Disneyland Hotel for on-site accommodations and services and Neil Kupchin (\$5,200) to facilitate the Planning Session, and (3) authorizes the Executive Committee to determine if there's a need for a hardship program to reimburse attendee travel costs due to their agencies' budget limitations.

Fiscal Impact

This \$39,500 budgetary increase is offset by the \$56,291 in savings from the reduced 2021 Together Toward Tomorrow conference's software costs and total conference surplus in excess of \$175,000. It is also important to note that 2020 saw a positive net income of over \$100,000.

It is unclear what fiscal impact the travel expenses may have. The Executive Committee will report periodically to the Board, requesting an additional budgetary adjustment if necessary.

Discussion

Following the recent CSMFO Leadership poll discussed below and the positive trends within CSMFO's budget, the Executive Committee considered and recommends that the Board amends the 2021 budget and approves the related contracts to fully restore the in-person Strategic Planning Session located at the Disneyland Hotel. Due to the advance planning by our Executive Director, CSMFO previously secured hotel room rates at a low \$244/night rate (before taxes and fees) as their room rates have nearly doubled with the gradual reopening of Disney's operations. And with the on-site session, our President-Elect Scott Catlett has secured Neil Kupchin to perform as our planning session facilitator, a role he successfully filled in 2016.

CSMFO's Policy and Procedures Manual affirms that CSMFO shall pay for lodging costs for attendees and that those invited shall include: Officers, Board Members, Chapter Chairs and Vice Chairs, Committee Officers (chairs, vice chairs, senior advisors), League Policy Committee Appointees, and Staff. With many agencies having been financially affected by the pandemic and travel expense budgets decreased accordingly, the Executive Committee was concerned that some of those invited may not be allowed to travel. The Executive Committee also recommends the Board support the solicitation for interest in a hardship subsidy for only 2021 due to pandemic related impacts. The intent of this request is to remove barriers for this year's attendance as agency budgets may be limited due to the pandemic. If deemed necessary, the Executive Committee will return to the Board to approve the program and the one-time funding request.

Background

On December 3, 2020, the Board adopted the 2021 Budget. At that time, there was still considerable fiscal uncertainty on the outcome of the 2021 Virtual Conference and in membership renewals while CSMFO's base budget faced a \$117,596 projected deficit. In response, the Board accepted and adopted the budget with reductions that cut the projected deficit in half, that included removing the in-person element of the annual Strategic Planning Session.

On April 22, 2021, the Board received the first quarterly financial update (attached) that showed preliminary estimate of a \$164,665 surplus from the 2021 conference and that 2021 membership renewals were already at 112% of the membership budget (or \$23,067 ahead).

On June 15, 2021, the California Governor is expected to further reduce COVID-19 Pandemic restrictions in line with the CDC's updated guidance released on May 13, 2021. In early May 2021, CSMFO conducted a poll of CSMFO leadership to gauge the comfort and interest in attending an in-person strategic planning session, with more than half of the respondents indicating their support for an in-person meeting (results attached).

CSMFO's Policy and Procedures Manual requires the Board to approve all contracts in excess of \$5,000. CSMFO's Leadership Roles & Responsibilities (revised January 2021) designates that the President-Elect shall set the dates, identify the facilitator, choose the team-building activity and dinner venue for the Planning Session. And traditionally the President selects the location for the Planning Session.

Attachments

- Quarter 1 Fiscal Dashboard (4/22/21)
- CSMFO Leadership Poll Results- attendance of in-person Strategic Planning Session (x/xx/21)
- Contract- Disneyland Hotel

CSMFO 2021 Annual Budget Points

\$667.3k total expenditure
\$577,144 projected revenue
<\$90,197> planned deficit

Q1 NOTABLES

Conference surplus
Membership Up

Q1 at 56% of annual Budget for Revenue

Conference currently projecting a \$164.7k surplus

Q1 Membership already 112% of Budget or 90%* of 2020 Budget
(Our Budget expected only 80%)

Major Conference Trends
\$39.2k – Registration surplus
\$38.0k – Exhibitor surplus
\$16.1k – Preconference Rev*

\$56.3k – Virtual Platform savings
\$16.1k - Speakers
\$15k – Exhibitor savings
\$12.5k – Conference Marketing

May Budget Considerations:

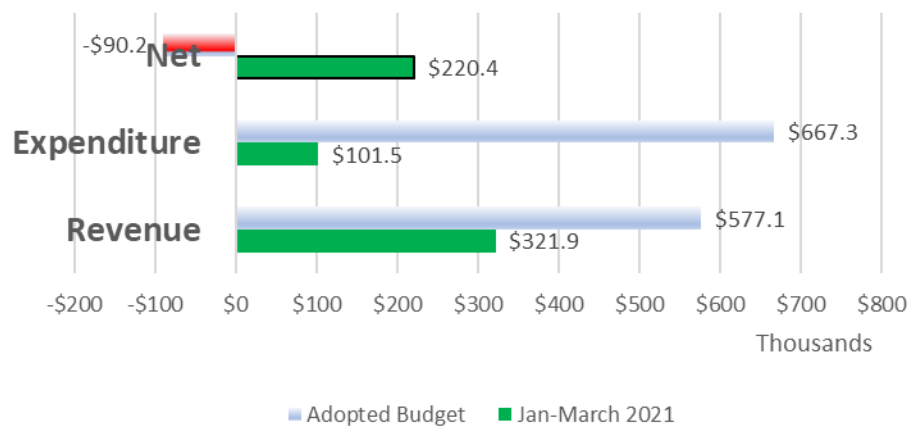
- 1) Restore In-Person Strategic Planning Session (\$37k)
- 2) Plan for new contingency

CSMFO Q1 FINANCIAL RECAP

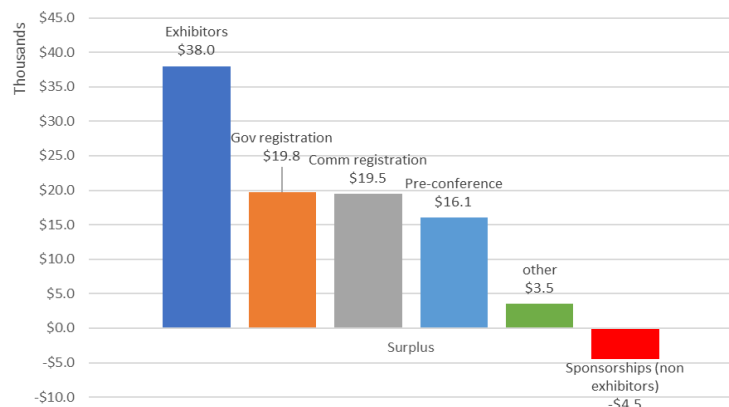
COVID-19 SPECIAL REPORT

ALL SIGNS BETTER THAN EXPECTED

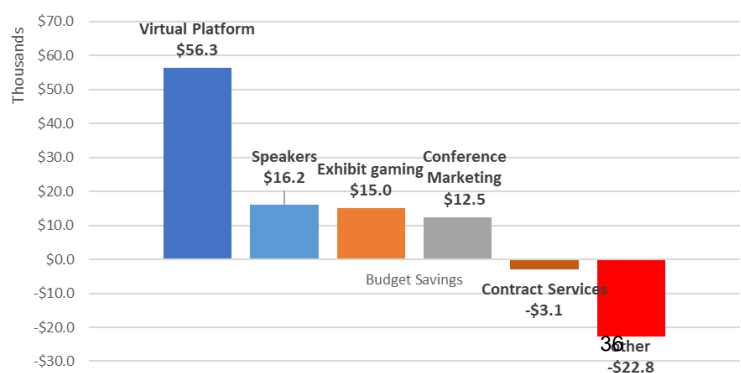
CSMFO 2021 ANNUAL BUDGET TO YTD ACTUAL
Q1 Jan-March 2021



CSMFO 2021 CONFERENCE TOGETHER TOWARD TOMORROW
Revenue over Budget (Q1 Jan-March 2021)



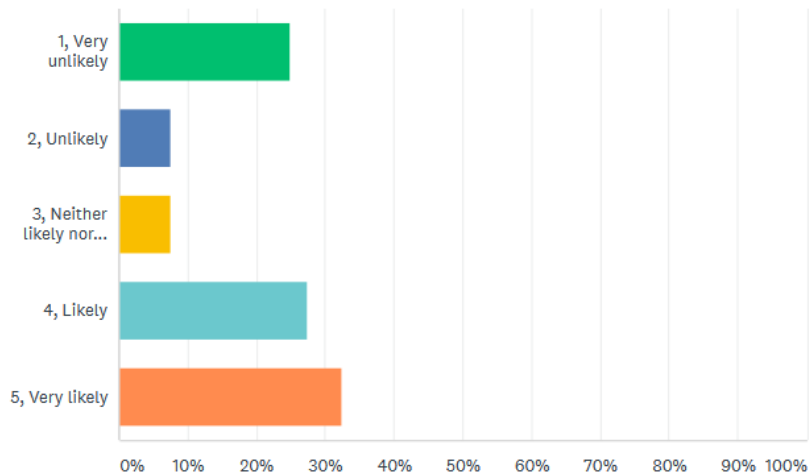
CSMFO 2021 CONFERENCE TOGETHER TOWARD TOMORROW
Expenditure vs Budget (Q1 Jan-March 2021)



CSMFO Fall 2021 Planning Session Survey

If CSMFO holds an in-person Planning Session in October, how likely are you to attend?

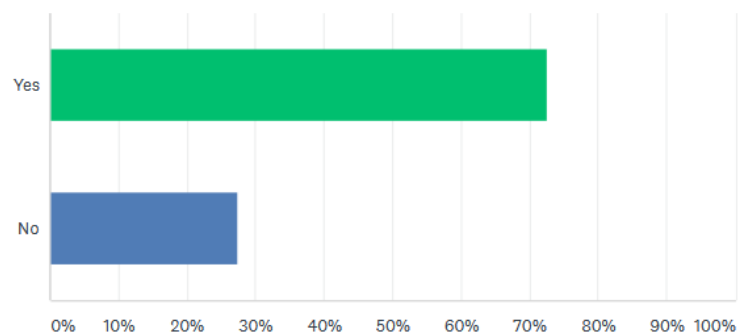
Answered: 40 Skipped: 0



ANSWER CHOICES	RESPONSES	
▼ 1, Very unlikely	25.00%	10
▼ 2, Unlikely	7.50%	3
▼ 3, Neither likely nor unlikely	7.50%	3
▼ 4, Likely	27.50%	11
▼ 5, Very likely	32.50%	13
TOTAL		40

Should CSMFO offer a zoom option for those who cannot be in person?

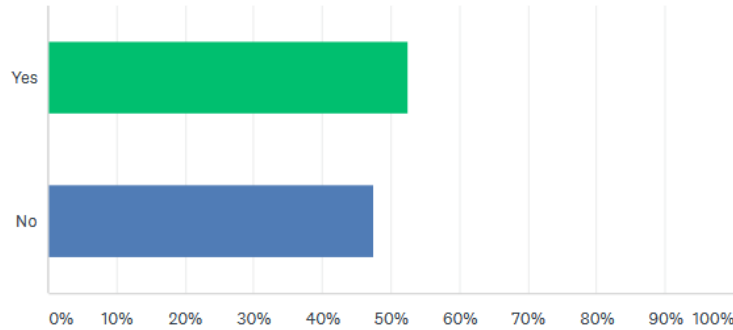
Answered: 40 Skipped: 0



ANSWER CHOICES	RESPONSES	
▼ Yes	72.50%	29
▼ No	27.50%	11
TOTAL		40

Should CSMFO require all in-person attendees to be vaccinated?

Answered: 40 Skipped: 0



ANSWER CHOICES	RESPONSES	
▼ Yes	52.50%	21
▼ No	47.50%	19
TOTAL	40	

Please provide any additional comments.

Answered: 17 Skipped: 23

Showing 17 responses

☐ I don't feel its our place to "require" vaccinations but I think we can strongly recommend it or otherwise note for those who are not vaccinated they may be required to wear a mask at all times when others are present.

4/28/2021 7:20 AM

[View respondent's answers](#) [Add tags](#) ▼

☐ All day Zoom and in person is hard to manage but maybe their can be a debrief at the end to summarize the session via Zoom for leadership that can't attend in person. They wouldn't have input but they would be in the know and see what a planning session is about for future attendance.

4/28/2021 5:43 AM

[View respondent's answers](#) [Add tags](#) ▼

☐ Excited about the potential. The Zoom option makes logistics difficult for those in-person.

4/27/2021 7:55 PM

[View respondent's answers](#) [Add tags](#) ▼

☐ I am not sure how CSMFO would enforce requiring vaccinations. Would that not violate HIPPA?

4/27/2021 4:59 PM

[View respondent's answers](#) [Add tags](#) ▼

☐ Please make the session in a place that is calm and contained.

4/27/2021 4:40 PM

[View respondent's answers](#) [Add tags](#) ▼

☐ Looking forward to seeing other members in person in October!

4/27/2021 4:09 PM

[View respondent's answers](#) [Add tags](#) ▼

☐ Looking forward to seeing everyone in person!

4/27/2021 4:03 PM

[View respondent's answers](#) [Add tags](#) ▼

☐ Looking forward to it!

4/27/2021 3:59 PM

[View respondent's answers](#) [Add tags](#) ▼38

<input type="checkbox"/>	Hell yes. Let's do it!	4/27/2021 3:38 PM	View respondent's answers	Add tags ▼
<input type="checkbox"/>	Enforcing vaccines will likely be a touchy subject, but in keeping with CDC guidelines for travel, I think it's a reasonable request.	4/27/2021 3:28 PM	View respondent's answers	Add tags ▼
<input type="checkbox"/>	Simply follow health guidance appropriate at the time and location of the meeting.	4/27/2021 3:26 PM	View respondent's answers	Add tags ▼
<input type="checkbox"/>	Vaccination is a personal choice. Plus just because you are vaccinated doesn't mean you are totally safe from catching COVID.	4/27/2021 3:21 PM	View respondent's answers	Add tags ▼
<input type="checkbox"/>	Not at this time	4/27/2021 3:11 PM	View respondent's answers	Add tags ▼
<input type="checkbox"/>	My attendance will depend on how many days it may take.	4/27/2021 3:06 PM	View respondent's answers	Add tags ▼
<input type="checkbox"/>	I'm fully vaccinated, but I'd be happy to throw on a double/triple mask if it means being able to be in the same room as my fellow leadership members.	4/27/2021 3:03 PM	View respondent's answers	Add tags ▼
<input type="checkbox"/>	my ability to attend depends on location of session. My agency is still not funding travel this year.	4/27/2021 3:01 PM	View respondent's answers	Add tags ▼
<input type="checkbox"/>	Can't wait to be together again!	4/27/2021 3:00 PM	View respondent's answers	Add tags ▼

Friday, April 02, 2021

Dear Teri,

This letter Agreement ("Agreement") confirms the understanding of the terms and conditions between Disney Destinations, LLC ("Disney") and California Society of Municipal Finance Officers ("Organization") regarding the Organization's meeting (the "Event") to be held at Disneyland Hotel located in the *Disneyland*® Resort (the "Resort").

GENERAL INFORMATION

Organization:	California Society of Municipal Finance Officers
Contact:	Sarah Erck
Title:	Meeting Planner
Address:	808 R Street, Suite 209 Sacramento, CA 95811
Phone Number:	916-231-2137
E-mail Address:	sarah.erck@staff.csmfo.org
Organization's Event Name:	California Society of Municipal Finance Officers Planning Meeting
Event Dates:	Friday, October 8, 2021-Tuesday, October 12, 2021
Hotel:	Disneyland® Hotel

GUEST ROOMS and GUEST ROOM RATES

At the Organization's request, Disney is holding the following Hotel guest rooms and suites, if listed, for the Event (individually, a "Guest Room," and collectively, the "Guest Room Block") listed below:

Property	Room Type	DATE 10/08	DATE 10/09	DATE 10/10	DATE 10/11	DATE 10/12		Total
		DAY	DAY	DAY	DAY	DAY		
Disneyland® Hotel	Standard Room	4	5	40	40	5		94
		\$244.00	\$244.00	\$244.00	\$244.00	\$244.00		
	Property Total	4	5	40	40	5		94

The above special discounted Group Room Rates are based on the Organization utilizing no less than ten (10) guest rooms on peak nights. Should the Organization's usage fall less than ten (10) guest rooms on peak nights, the Group Room Rate will be adjusted to reflect the current rack rate.

Overnight Hotel Guests are subject to a self-parking fee, which is set at Twenty Five Dollars (\$25.00) per car, per night or Valet Parking is set at Thirty Five Dollars (\$35.00) per night, with in/out privileges. All parking prices are subject to change without notice.

The Group Room Rates are subject to applicable City of Anaheim occupancy taxes, currently fifteen percent (15%), and a two percent (2%) ATID assessment.

Prevailing rates may apply after the specified Cut-Off Date (defined below).

Suites, Deluxe View and Premium View rooms are based on availability at their prevailing rates and are only guaranteed if outlined in the Guest Room Block.

Subject to availability of group rate rooms, you may reserve Guest Rooms at your Group Room Rates for the three days before your first Event date and the three days after your last Event date.

Concierge rooms are subject to availability at the special rate of \$469.00 (rate plus concierge rate) per night. Services include; complimentary continental breakfast in the morning, a wine and cheese hour in the evening and coffee, juice, bottled water and soft drinks throughout the day. Also included is nightly turn down service, priority check-in and personalized attention from Disney's Concierge staff.

COMMISSIONS

Disney will pay to the party at the address listed below a commission of 10.00% of the Group Room Rates, less any rebates (the rebate will be deducted from the Group Room Rate prior to calculating the commission due) and/or other similar payments, on all paid and occupied Guest Rooms and any other commissions and/or payments as set forth in an addendum attached hereto, if any.

The commission, when going to a third party, will be paid thirty (30) days after the end of the Event. The commission, when going to the Organization, will be paid once the Organization's master account and all other amounts due from the Organization under this Agreement have been paid in full. Attendees of the Event may, in Disney's sole discretion, be notified of such commission information, upon request by an Event Attendee. No commissions are payable on staff rooms. No other commissions will be due and payable by Disney to the Organization or any other party for any reason unless agreed to in writing by Disney. If other commissions and/or payments are due and payable by Disney to any other party, Disney may change the Group Room Rates in connection with such other commissions and/or payments and Disney may notify the Organization and/or the Event Attendees of the Event of such commission information.

10.00% commission is payable to:

Company: Smith Moore & Associates
Mailing Address: 808 R Street, Suite 209
Sacramento, CA 95811

ROOM RESERVATIONS

Disney understands that Organization will be providing a rooming list to Disney. Disney is pleased to offer Organization the use of Disney's online group reservations system. A rooming list is to be provided by the meeting planner or designate to Disney, by the Wednesday, September 8, 2021 in Disney's room list format for automatic upload. The meeting planner will be given access to make, modify or cancel reservations after the first list is uploaded and/or Disney will publish a website for Event Attendees to access to manage their modifications or changes themselves. Please request access prior to submitting your rooming list from your Group Reservation Specialist. Reservations must be made on or before the Cut-Off Date of Wednesday, September 8, 2021 in order to be eligible for the Group Room Rate. For guests with disabilities needing accessible rooms, one of the following room types should be noted so we can make efforts to accommodate their needs: King or 2 Queen beds with 1) Wheelchair Access/Roll-in Shower/Option for Hearing Accessibility; 2) Wheelchair Access/Tub/Option for Hearing Accessibility; or 3) Hearing Accessible - Visual Alarms & Notifications.

Disney will be able to supply a username and password to provide the meeting planner with 24/7 on-line access to the Organization's information and reports.

ATTENDEE BILLING

Attendees' Hotel guest parking, room rate charges, taxes, assessments and fees will be charged to the Organization's master account and Event Attendees will be responsible for their own incidental charges upon checkout. It is understood that Event Attendees will be subject to the Hotel's general credit policies and procedures for guests at the time. (Currently, a refund of a deposit is given if an individual's reservation is canceled or changed at least five (5) working days prior to his/her scheduled arrival and a cancellation number is issued by the Hotel; If a reservation is not cancelled or changed at least five (5) working days prior to the scheduled arrival and/or a cancellation number is not issued by the Hotel, then the Organization is charged for one (1) night's room charge at the applicable Group Room Rate (plus applicable taxes and assessment fee), and the Organization is also responsible for the one (1) night's room charge at the applicable Group Room Rate (plus applicable taxes, assessments and fees) for any no shows).

WI-FI CONNECTION

Wi-Fi is available at no or low cost in meeting and convention facilities in the Hotel(s), in addition to complimentary Wi-Fi available in Guest rooms and public areas of the Hotel(s). The Organization should be advised, however, that this Wi-Fi service is provided for the convenience of Hotel guests, and is not designed for streaming of high definition video or for high volume business use (e.g., if a large percentage of the Organization's Event attendees were to seek to access this Wi-Fi service at the same time). The meeting rooms and exhibit halls in the Hotel(s) are equipped with redundant, high-capacity Internet bandwidth and hard-wired services for groups of varying sizes. This budget-friendly capability maximizes the time the Event attendees spend at a meeting or convention by enabling them to use their digital device to stream video, share content, connect socially and beyond — all for no or low cost, depending on the options the Organization selects for this Event.

CUT-OFF DATE

The Event Attendees "Cut-Off Date" will be Wednesday, September 8, 2021. All reservations received from the Organization or the Organization's Event Attendees after the Cut-Off-Date for Guest Room nights within the Guest Room Block will be accepted on a space-and-rate-available basis. Prevailing rates may apply after the specified Cut-Off Date.

CHECK-IN/CHECK-OUT TIMES

Check-in time will be after 3:00 p.m. and checkout time will be before 11:00 a.m. Guests arriving before check-in time may be accommodated as rooms become available. The Bell Captain(s) of the appropriate Hotel(s) can arrange to check baggage for guests arriving early and for guests attending functions on their day of departure. To guarantee an early check-in it might be necessary to reserve and pay for the room the night prior. Any check-out after 1 pm may result in a fee. Disney will make every attempt to accommodate special requests (subject to availability) but limited room inventory might also restrict options.

RELOCATIONS

In the unlikely event that the Hotel(s) is/are overbooked during a portion of the Event, Disney will provide to any Event Attendee of the Organization's group that is displaced: one (1) complimentary room night in a comparable hotel; complimentary transportation to such hotel for complimentary night and transportation back to the Event the next morning. Disney will also give the displaced guest the opportunity to take the first available room at any of the Hotels at the *Disneyland*® Resort. The Organization agrees that a transfer of any Guest Rooms from one of Disney's Hotels to another of Disney's Hotels will not be deemed to be an overbooking or relocation under this Agreement and the benefits described in this Paragraph will not apply.

BAGGAGE CHARGE

Unless pre-arranged by the Organization, the Event Attendees will be responsible for their own luggage and, if delivery or storage services are needed at the Hotel, the Event attendees will be responsible for the gratuity. Should the Organization choose to pre arrange baggage handling at the Hotel, the charge currently is Ten Dollars (\$10.00) per person per round trip and will be charged to the Organization's master account. To calculate this charge, a total guest number will be retrieved by the actual group participants in-house for the Event and that number will be used to post the Ten Dollars (\$10.00) per person. Should baggage services be requested and planned for, the cancellation of such service must be received no later than 72 hours prior to arrival for the Event.

CURRENT ROOM DELIVERY CHARGES

An in-room delivery charge will be charged to the Organization's master account based on the following rates:

Delivery to outside the door of a Guest Room:	\$2.00 per room per item
Delivery to inside a Guest Room:	\$3.50 per room per item
Delivery of door hanger and/or wraps on newspaper:	\$2.00 per room per item
Assembly of items, if needed:	\$1.00 per assembly, plus applicable delivery fee

Rates are subject to change without notice. Should delivery services be requested and planned for the Organization cancellation of such service must be received no later than 72 hours prior to arrival for the Event.

ATTRITION OF ROOM NIGHTS

Prior to Wednesday, September 8, 2021, the Organization may reduce the number of Guest Room nights in the Guest Room Block by up to a total of ten percent (10%), without charge. The Organization agrees that reservations will be made for all of the Guest Room nights in the Guest Room Block and the Organization will be responsible for all unused Guest Room nights in the Guest Room Block (including, without limitation, pursuant to any cancelled reservations), except to the extent the Organization reduces the Guest Room Block without charge as provided in this Paragraph. If the Organization has reserved function space for the Event, Disney has the right, in its reasonable discretion, to reduce the reserved function space by an amount corresponding to the Organization's reduction in the Guest Room Block (that is, by that total percentage by which the Organization has reduced the Guest Room Block).

ATTRITION FEE

On the Cut-Off Date, Disney will place any unreserved Guest Room nights from the Guest Room Block back into Disney's inventory for resale. In addition, if any reservations for Guest Room nights within the Guest Room Block are cancelled after the Cut-Off Date, Disney will also place those Guest Room nights back into Disney's inventory for resale. Disney will attempt to resell these Guest Room nights after all other available rooms at the applicable Hotel(s) have been sold.

If these Guest Room nights from the Guest Room Block are not resold, the Organization agrees that the damages Disney would suffer from the loss of room and other ancillary revenue would be substantial, but cannot be readily ascertained at this time. Accordingly, the Organization agrees to pay to Disney, as liquidated damages and not as a penalty, a room attrition fee ("Room Attrition Fee") equal to one hundred percent (100%) of the Organization applicable Group Room Rate, plus applicable taxes, assessments and fees, for each of these Guest Room nights that Disney determines is not resold after all other available rooms at the applicable Hotel(s) have been sold. Any Room Attrition Fee will be charged to the Organization's master account. The Organization acknowledges and agrees that this Room Attrition Fee is fair and reasonable based on the circumstances existing on the date of this Agreement.

All reservations received from the Organization or the Organization's Event Attendees after the Cut-Off Date for Guest Room nights within the Guest Room Block will be accepted on a space-and-rate-available basis.

DELIVERY AND SHIPMENT OF ITEMS

Disney may in its sole discretion allow delivery, shipment and storage of certain items relating to the Event. If allowed, deliveries relating to the Event should be sent to arrive at the *Disneyland*® Resort (the "Resort") no more than three (3) days prior to the set-up date for the Event. At the end of the Event, the Organization must make arrangements to ship such items from the Resort no more than three (3) days after the tear down date for the Event. Storage charges will be applied to shipments held more than three (3) days after the tear down date of the Event, or Disney may dispose of such items, at the Organization's cost and expense, if so determined by Disney. If delivery, shipment and/or storage of items is allowed by Disney, the following will apply:

- Disney's handling fees for incoming items currently cover (i) receiving those items from the carrier or at the front drive of the Hotel from the Organization or its Event attendees, as the case may be; (ii) storage of those items for up to three (3) days before the Event; and (iii) delivery of those items to the proper location inside the Hotel.
- Disney's handling fees for outgoing items currently cover (A) storage of those items for up to three (3) days after the Event and (B) either placing the items with the carrier for shipment within that three (3) day period or placing the items at the front drive of the Hotel for pickup by the Organization or its Event attendees, as the case may be.
- The Organization will be provided complimentary receiving, storage and delivery for up to 500 pounds of materials as determined solely by Disney.

Handling fees: The Organization or an Event attendee, as applicable, will pay Disney Fifty Dollars (\$50.00) per hundred weight (or portion thereof) for such items. The Organization or an Event attendee, as applicable, will pay Disney Eleven Dollars (\$11.00) minimum per item each way (inbound and outbound) for each individual item. Handling fees are subject to change as determined solely by Disney. For large deliveries or shipments of items, additional fees may apply including, but not limited to, additional storage fees. Items requiring special handling will be charged to Organization according to applicable rates in effect at that time. Event Attendees with deliveries or shipments will be subject to the handling fees as outlined above.

Disney may refuse to allow delivery, shipment or storage of any items in its sole discretion. Disney will not be liable or responsible for any damages or loss to any items shipped or delivered to or delivered from the Resort and for storage of such items. The Organization agrees to indemnify, defend and hold harmless Disney and its affiliates from and against any and all liabilities, obligations, claims, damages, suits, costs and expenses, including, without limitation, attorneys' fees, costs of court and costs of other professionals, arising from directly and/or indirectly and/or in connection with the shipment and/or delivery of items to and from the Resort and the storage of such items at the Resort in conjunction with the Event.

FOOD AND BEVERAGE PRICES

Disney's current minimum menu prices (not including service charges, taxes, assessments and fees) for functions held at the *Disneyland®* Hotel to be held by the Organization under this Agreement are as follows:

Continental Breakfast:	\$29.00 - \$36.00 per person
Buffet Breakfast:	\$45.00 - \$55.00 per person
Plated Breakfast:	\$34.00 - \$37.00 per person
Plated Lunch:	\$36.00 - \$50.00 per person
Buffet Lunch:	\$45.00 - \$69.00 per person
Plated Dinner:	\$54.00 - \$99.00 per person
Buffet Dinner:	\$78.00 - \$90.00 per person
Reception:	\$55.00 - \$100.00 per person
Specialty Breaks:	\$15.50 - \$23.00 per person

Food and beverage prices and menu options will be established by the Disney Catering & Convention Services Manager at least six (6) months prior to the Event. The prices for food and beverage (other than customized menus) will be Disney's standard prices in effect at the time of the Event. Food and beverage prices will be subject to a service charge and applicable sales taxes (currently twenty-three percent (23%) and seven and three-quarters percent (7.75%), respectively). Service charges are also subject to applicable sales taxes. Final menus and costs will be established by the Organization and the Disney Catering & Convention Services Manager in the signed Banquet Event Orders for each function. Prices are subject to change. Menu options and food and beverage rates for Parks are not included in the above pricing.

Any modifications to the number of Event Attendees expected for the Organization's food and beverage functions must be communicated to Disney at least seventy-two (72) hours in advance (or 12:00 noon on the preceding Thursday for functions scheduled on Sunday, Monday or Tuesday).

ALCOHOLIC BEVERAGES

All alcoholic beverages sold or served on the premises of the *Disneyland®* Resort or elsewhere under the *Disneyland®* Resort Hotels' liquor license will only be dispensed by Disney employees, bartenders, and agents. Disney warrants that all *Disneyland®* Resort Hotels' employees and agents, regardless of their employee job designation, dispensing alcoholic beverages to any person at the Event have undergone training in an effort to curtail the likelihood of any incidents, which could result in claims of resulting from liquor-related liability. For any event in excess of thirty (30) minutes where alcohol is served, a minimum of \$25.00 per person (excluding tax and service charge) in hosted food must be paid for by the Organization and served by Disney. If the event is a pre-reception to a full dinner event that will immediately follow the pre-reception bar service this requirement is waived.

Notwithstanding the above, Disney will fully comply in all material respects with all applicable alcoholic beverage control laws including, without limitation: (i) requesting proper legal identification of any person of questionable age; (ii) refusing service of any alcoholic beverages to any person or persons who are underage or cannot produce, upon request, proper identification, as solely determined by Disney; and (iii) refusing service of any alcoholic beverage to any person who, in Disney's judgment, appears to be intoxicated or under the influence of a mind-altering substance.

If minors attending the Event are observed consuming alcoholic beverages on the premises of the *Disneyland*® Resort, Disney, in its sole discretion will have the right to immediately terminate the Event without any further obligation to the Organization or any of the Event Attendees.

FOOD AND BEVERAGE MINIMUM

The Organization guarantees that catered food and beverage expenditures on its group master account will be a minimum of (\$5,000.00), (excluding tax and service charge) ("Guarantee"). If the Organization's total expenditures for catered food and beverage with Disney for the Event does not meet the minimum Guarantee for any reason, including without limitation, due to cancellation of the Event, the Organization will pay Disney the difference to meet the Guarantee.

MEETING ROOM SERVICES

Disney will provide, at no charge to Organization and subject to availability, a reasonable amount of meeting equipment such as tables, chairs, standing podiums, easels for signs, risers, dance floor, etc.. This arrangement does not include special set-ups or extraordinary formats that would exhaust in-house equipment to the point of requiring rental of an additional supply to accommodate the Organization's needs. If the Organization requires a special set-up or an extraordinary format, please let Disney know at least six (6) months in advance and Disney will quote charges to the Organization or, at the Organization's request, refer the Organization to other approved equipment vendors. If Disney's equipment and services including those of Disney's in-house AV vendor are utilized by the Organization, the costs associated therewith shall be charged to the Organization's master account. Fees for Hotel equipment (including, without limitation, lecterns, risers, dance floors) will be at the prevailing rates when non-Disney production companies, outside audio visual companies and other non-Disney vendors (Entertainment/DJs) are employed to use such equipment. Electrical fees are quoted and charged to the Organization's master account for all power used.

CLEARANCES/PAYMENT FOR USE OF MEDIA

In the event the Organization brings the Organization's own media (e.g., audio, audio visual, etc.) to use at the Event, the Organization will be solely responsible for the clearance and payment of all elements embodied in any media as used at or in connection with the Event without any permission from or payment to any other party, including without limitation, permissions from and payments to actors, writers, directors, producers, owners and/or administrators of any musical compositions and/or recordings synchronized with any audio-visual materials, other music rights holders, and musicians and/or vocalists and/or applicable unions or collective bargaining entities, and the Organization will indemnify Disney in accordance with the terms of the indemnification provisions herein.

PARKING FEES

The Organization drive-on non-hotel guests will be charged Twenty Five Dollars (\$25.00) per car for self-parking or Thirty Five Dollars (\$35.00) per car for valet parking. These charges are for once in, once out privileges and not for in/out privileges. All parking prices are subject to change without notice.

PAYMENT

All charges related to the Organization's Event will be charged to the Organization's master account (other than those charges, if any, to be paid directly by the Organization's Event Attendees as described in this Agreement). Disney will provide to the Organization with an estimate of the amounts to be charged to the Organization's master account, and the Organization agrees to pay Disney this estimated amount (less any deposit(s) previously paid) by the Cut-Off Date. Please send payment by an ACH transfer to the Disney account identified below, or to such other account designated in writing by Disney.

Notwithstanding the foregoing, if at any time Disney reasonably determines that there has been a material adverse change in the Organization's financial condition or if the Organization fails to pay when due any amounts the Organization owes Disney or any of Disney's affiliates, Disney reserves the right to require that the Organization pay to Disney, within thirty (30) days of Disney's request or thirty (30) days before group arrival, whichever is sooner, one hundred percent (100%) of the amounts that Disney estimates will be charged to the Organization's master account in connection with the Organization's Event.

The Organization will be responsible for all charges to the Organization's master account. Disney will provide the Organization with a statement of account after the departure date and may provide supplemental statements for any amounts not included in the initial statement. The Organization must pay all unpaid charges within thirty (30) days after the Organization receives the statement. However, the Organization agrees to advise Disney of any disputed charges on any statement within ten (10) days after receiving that statement so Disney can work with the Organization to correct any inaccuracies, and any charge the Organization disputes in good faith will not be payable until thirty (30) days after Disney provides the Organization with reasonable supporting documentation for that charge. Disney does not bill third parties.

It is important for the Organization's protection that the Organization give Disney a list of those persons authorized to sign for expenditures to be billed to the Organization's master account, together with any expenditure limits that the Organization wishes to impose. Please provide Disney with the names of those persons as soon as they become available, but no later than the Cut-Off Date.

If the Organization fails to make any payment to Disney when due, the Organization will pay Disney a late payment charge on the unpaid balance at the rate of ten percent (10%) per annum or the maximum rate allowed by law, whichever is less. The Organization will also pay any costs Disney may incur to collect any amount owed to Disney, including, without limitation, attorneys' fees, costs of court and costs for other professionals.

Our Address:	ACH Transfer Information (subject to change by Disney as set forth in the Agreement):
<p><u>If Sending Via U.S. Mail:</u> Laura Fitzgerald, Sales Manager Disney Destinations, LLC PO Box 3441, DRC 3rd Floor Anaheim, CA 92803-3441</p> <p><u>If Sending Via Overnight Courier ONLY:</u> Laura Fitzgerald, Sales Manager Disney Destinations, LLC 1150 W. Magic Way, DRC 3rd Floor Anaheim, CA 92802 Phone: (714) 956-6518</p>	<p>JPMorgan Chase Bank, N.A. 4 New York Plaza New York, NY 10004 ABA Number for ACH Payment: 021000021 SWIFT Address: CHASUS33 Account Number: 700627511 Amount in U.S. Funds Payable to: Disney Destinations Federal Tax ID#: 59-3608084 Attn: Groups/Conventions; GDCJ21E; California Society of Municipal Finance Officers</p>

CANCELLATION

If the Event is cancelled by the Organization for any reason, the Organization agrees that the damages Disney would suffer as a result of the loss of room and other ancillary revenue would be substantial, but cannot be readily ascertained at this time. Accordingly, in such event the Organization will immediately provide written notice of cancellation to Disney and pay to Disney, together with that notice, as liquidated damages and not as a penalty, a room cancellation fee (plus any applicable taxes, assessments and fees).

The room cancellation fee will be equal to ninety percent (90%) of the total number of room nights in the Guest Room Block multiplied by the Organization's applicable Group Room Rates for those room nights, plus any applicable taxes, assessments and fees.

The food and beverage cancellation fee will be equal to seventy percent (70%) of the food and beverage Guarantee as outlined above in this Agreement.

The Organization acknowledges and agrees that this room and food and beverage cancellation fee is fair and reasonable based on the circumstances existing on the date of this Agreement. If the Organization contracts with Disney for functions or other activities in connection with the Event (other than those food and beverage functions listed under this Agreement or on the attached meeting agenda, as the case may be), the Organization will also be responsible for any losses Disney may incur by reason of the Organization's cancellation of those functions or other activities.

ADDITIONAL CANCELLATION RIGHTS

Either party may cancel the Event upon written notice to the other party no more than forty-five (45) days, but no less than fifteen (15) days, prior to the Event if the Centers for Disease Control and Prevention within the United States or other state or local government or health authority in the state or locality where the Hotel is located prohibit or recommend against gatherings of the nature or size of the Event under this Agreement in the area in which the Hotel is located during the dates on which the Event is to be held. If the Event is canceled pursuant to this section: (i) except as otherwise provided herein, both parties will be relieved of their respective performance obligations with respect to the Event without liability of any kind (including, without limitation, for commissions (if any) set forth in this Agreement); (ii) Disney will refund the Organization all deposits or other payments received by Disney from the Organization for the Event for products or services not provided by Disney; and (iii) if the Organization cancels the Event within thirty (30) days of the Event Dates or after BEOs have been established by the parties, the Organization will reimburse Disney for the cost of food and beverage items purchased prior to cancellation of the Event that cannot be reused.

THEME PARK TICKETS

The Organization acknowledges that new ticket sales and Annual Passport sales and renewals have been temporarily paused by Disney. The Organization further acknowledges that, upon reopening of the *Disneyland*® Resort, theme park capacity will be significantly limited to comply with governmental requirements and promote physical distancing. Disney will manage attendance through a new theme park reservation system that will require all Guests, including Event Attendees with theme park tickets or Annual Passports, to obtain a reservation for park entry in advance. Theme park reservations will be limited and subject to availability. Park admission is not guaranteed, and attendance at the Event does not guarantee a theme park reservation. Additional information about park reopening, reservations, limitations on benefits, features, experiences and offerings, enhanced health and safety measures and other information can be found at [Disneyland.com/Updates](https://disneyland.com/Updates).

TERMINATION

Disney may terminate this Agreement or any other agreement the Organization may have with Disney without any further obligation or liability to the Organization under this Agreement or in such other Agreements if there is any breach of any of the Organization's representations, warranties or obligations under this Agreement, or if there is or has been, within the three (3) year period prior to

such termination, any breach of any of the Organization representations, warranties or obligations under any other agreement. In such event, the Organization will be deemed for the purposes of this Agreement to have cancelled the Event and the Organization will be liable for any room and/or food and beverage function cancellation fees provided for in this Agreement. Except to the extent this Agreement provides for liquidated damages, no remedy or election under this Agreement will be deemed exclusive, but will, whenever possible, be cumulative with all other remedies permitted under this Agreement.

RENOVATION

Beginning February 2, 2020, the Disneyland® Hotel will be undergoing a renovation project during the dates of your Event. Please know, while we work our magic, your comfort and enjoyment is our top priority. While you may see or hear our "work in progress," please know that Disney will work with the Organization to limit the amount of any disruption to the Event and its Event Attendees.

INDEMNIFICATION

(a) The Organization agrees to defend (with counsel reasonably satisfactory to Disney), indemnify and hold harmless Disney and Disney's parent, subsidiary, related and affiliated companies from and against any liabilities, obligations, claims, damages, suits, costs and expenses (whether based on tort, breach of contract, product liability, patent or copyright infringement or otherwise), including, without limitation, attorneys' fees and costs (collectively, "Damages") incurred in connection with the Event to the extent any Damages arise out of (i) any breach of this Agreement by the Organization, and/or (ii) any negligent acts and/or omissions and/or willful misconduct committed by the Organization and/or any of the Organization's employees, agents, attendees and/or contractors. In addition, the Organization acknowledges it is the Organization's sole responsibility to obtain insurance covering the Organization's personal property that the Organization brings to the Hotel.

(b) Disney agrees to defend (with counsel reasonably satisfactory to Organization), indemnify and hold harmless the Organization and Organization's parent, subsidiary, related and affiliated companies from and against any and all Damages incurred by the Organization in connection with the Event to the extent any Damages arise out of (i) any breach of this Agreement by Disney, or (ii) any negligent acts and/or omissions and/or willful misconduct committed by Disney and/or any of Disney's employees, agents and/or contractors. Nothing contained herein, however, will constitute a waiver of any statutory limitations of liability available to Disney.

(c) The obligations of indemnity in this Section and elsewhere in this Agreement will not be limited by insurance required under this Agreement or maintained by the indemnifying party, will survive, indefinitely, beyond the expiration or earlier termination of this Agreement, and will extend to claims occurring after this Agreement has expired or earlier terminated as well as to claims occurring while this Agreement is in force.

DEFAULT; DAMAGES

If the Organization fails to perform any of its obligations under this Agreement or any other agreement between Disney and the Organization, Disney may terminate this Agreement (and as a consequence terminate all of Disney's obligations hereunder) by giving the Organization written notice. In such event the Organization will pay Disney any cancellation fees provided for hereunder (to the same extent as if the Organization had canceled the Event). Except to the extent this Agreement provides for liquidated damages, any right or remedy Disney has under this Agreement is in addition to any other right or remedy Disney has under this Agreement or at law or in equity. As a material consideration to Disney for entering into this Agreement, in no event will Disney or any of Disney's affiliates or Disney's or their respective employees or agents be liable to the Organization or the Organization's Event attendees for any non-economic, incidental, indirect, special, consequential or punitive damages arising out of or relating to this Agreement or the Event, whether in contract, tort or otherwise (including, without limitation, under any indemnification provisions hereof), even if Disney has been advised of the possibility thereof.

OTHER PROVISIONS

Exhibit A is an integral part hereof and will be deemed incorporated into this Agreement to the same extent as if set forth in full in the body of this Agreement. This Agreement (including Exhibit A) constitutes the entire agreement, and supersedes any and all prior or contemporaneous communications, representations or agreements, whether written or oral, express or implied, between the parties with respect to the Event. No provision of this Agreement may be modified or waived except by a written instrument duly signed by both of the parties. The Organization may not assign or transfer this Agreement or any interest herein (nor may the same be assignable by operation of law) without Disney's prior written consent in Disney's sole discretion. This Agreement is intended for the exclusive benefit of Disney and the other Disney Companies and the Organization, and will not create any rights in or be enforceable by any other individual or entity. This Agreement may be executed in multiple counterparts and delivery of facsimile transmission or electronic mail copies of executed counterparts will be deemed valid and effective for all purposes. Capitalized terms not defined in the attached exhibits will have the meanings set forth in this Agreement.

SIGNATURE DATE

The arrangements described in this letter of Agreement are being tentatively held until Thursday, April 15, 2021. If Disney has another possible buyer prior to this date, Disney may elect to notify the Organization and give the Organization three (3) business days to sign and return this Agreement via DocuSign. If Disney does not receive a signed DocuSign copy of this Agreement by this date (or by the end of the three (3) business-day period, if applicable), all rooms and space being tentatively held will be released and neither party will have any obligation to the other. This date may be extended only if Disney expressly agrees in writing to such an extension.

This Agreement (or any agreement or document required by this Agreement, or any amendment to this Agreement) may be executed in as many counterparts as necessary or convenient, including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically, and each executed counterpart shall be deemed an original. All such counterparts shall constitute one and the same agreement. Delivery of a manually executed paper counterpart of this Agreement (or of any agreement or document required by this Agreement, or any amendment to this Agreement) by telecopy or other electronic imaging means shall be as effective and enforceable as delivery of such manually executed paper counterpart of this Agreement.

Disney Destinations, LLC

"Disney"

Disney Destinations, LLC

"Disney"

By:

Name: Jerry Forsting

Title: Sr Sales Manager

Date:

By:

Name: Jeff Gibbs

Title: Manager, Group Travel Operations

Date:

California Society of Municipal Finance Officers

"Organization"

By:

Name: Sarah Erck

Title: Meeting Planner

Date:

EXHIBIT A

MEETING AND BANQUET PROGRAM

Meeting space is blocked at Disneyland Hotel unless otherwise noted.

The meeting agenda below outlines the function space currently reserved for the Event. Banquet Event Orders containing further details and costs for each function will be established between the Organization and Disney's Catering & Convention Services Manager and must be signed by the Organization at least twenty (20) days prior to the Event. The Organization agrees to provide Disney, at least forty-five (45) days prior to the Event, with all the information Disney needs to prepare Banquet Event Orders for each function of the Event. If the Organization desires additional function space, the Organization must contact Disney to check availability and pricing. Disney reserves the right to determine the specific function space to be assigned to the Organization (after consulting with the Organization) and the right to substitute function space so long as the substitute space adequately accommodates the Organization's function requirements. If the Guest Room Block is reduced, Disney may proportionately reduce the amount of function space reserved for the Organization in Disney's reasonable discretion. Disney will, at any time and in Disney's reasonable discretion, substitute Organization's function location with another location within the *Disneyland®* Resort that Disney believes will adequately accommodate Organization's function requirements without any liability or responsibility to Organization for such function relocation, if any, pursuant hereunder. If the Organization has planned an event at *Disneyland®* Park or *Disney California Adventure®* Park (each a "Park"), Park hours are subject to change. Pending Park hours and Special Events Venue availability, Disney will work with the Organization to provide them with a Park experience that begins 1 1/2 hours - 2 hours after the applicable Park closes. Should a Special Events Venue in the Park be available during the Event, Disney will make every effort to provide the Organization with usage of such Venue.

Date	Time	Event	Room	Setup	AGR	Property
Mon, 10/11/21	7:30 AM - 8:00 AM	Breakfast	Castle	Rounds of 10	40	Disneyland Hotel
Mon, 10/11/21	8:00 AM - 5:00 PM	Meeting	Monorail	Hollow Square	40	Disneyland Hotel
Mon, 10/11/21	12:00 PM - 1:00 PM	Luncheon	Castle	Rounds of 10	40	Disneyland Hotel
Tue, 10/12/21	8:00 AM - 5:00 PM	Meeting	Monorail	Hollow Square	40	Disneyland Hotel
Tue, 10/12/21	12:00 PM - 1:00 PM	Luncheon	Castle	Rounds of 10	40	Disneyland Hotel

The function space reserved for the Organization and final menus (if any) for each function will be established between the Organization and the Disney Catering & Convention Services Manager and finalized in a signed Banquet Event Order. If the Organization desires additional function space, please contact Disney to check availability and pricing. Disney reserves the right (after consulting with the Organization) to determine the specific function space to be assigned to the Organization (to the extent not specified above under this Exhibit A), and the right to substitute function space (after consulting with and notifying the Organization) so long as the substitute space adequately accommodates the Organization's function requirements. If the number of rooms in the Organization's Guest Room is reduced by more than twenty percent (20%), Disney may (after consulting with and notifying the Organization) reduce the function space reserved for the Organization by the same percentage by which the number of rooms in the Guest Room Block being held for the Organization has been reduced. The Hotel does not have the facilities to store equipment or materials before the Event. Limited materials may be shipped before the Event, subject to Disney's prior approval. Neither Disney nor any of our affiliates will be responsible for any damage or loss to any items shipped or delivered to or from the Hotel or for the storage of any such items. Please note that entertainment in all areas accessible to guests not attending the Event must be provided by or through Disney.

EXHIBITS

The Organization has confirmed with Disney that the Organization will not require any Hotel exhibit space at for the Event. The Organization will immediately notify Disney in writing if the Organization desires to request Hotel exhibit space for the Event at a later date. Exhibit space will be subject to availability and the fees for Hotel exhibit space will be subject to Disney's policies in effect at the time any exhibit space is confirmed for the Organization. If the Organization requests Hotel exhibit space for the Event, Disney will have the right to approve all aspects and elements of the Organization's exhibits including, but not limited to, the types and number of exhibits and/or booths and the exhibit floor plans, which approval Disney may grant or withhold in its reasonable discretion. Additional terms and conditions will apply if exhibit space is requested.

ADDITIONAL TERMS AND CONDITIONS

Alcoholic Beverages and Personal Conduct: If minors are observed consuming alcoholic beverages at the Event, Disney shall have the right to terminate Organization's Event without any further obligation to Organization or anyone else. No Event attendee shall bring into any Disneyland® Resort theme park or any other area in the Disneyland® Resort, nor enter any Disneyland® Resort theme park or any other area in the Disneyland® Resort with, any alcoholic beverages, marijuana or any other illegal drug or substance, or any legal drug or substance that has mind altering effects that negatively impairs judgment and/or physical coordination (individually and collectively, "Drug") or be under the influence of such Drug.

Food and Beverage: All food and beverage consumed by the Organization at the Organization's Event on the premises of the Disneyland Resort, including but not limited to food and beverage in Hotel function rooms or the Hotel's public meeting floors, must be provided and served by Disney (arranged by the Organization and coordinated through Disney's Catering and Convention Services Manager).

Security: Neither Disney nor any of Disney's affiliates will be responsible for damage or loss of any merchandise or articles brought into the Disneyland® Resort, or for any item left unattended. Organization understands that Disney's security officers are not armed. Disney prohibits the employment or use of armed or unarmed private or company security personnel in a security or protective capacity on Disneyland® Resort property, and Organization agrees that Organization shall not employ or otherwise use any such security personnel at Organization's Event. If Organization desires security services during Organization's Event, Organization agrees to use only Disney's security staff to provide security for Organization's Event.

Use of Costumes: If Event attendees or others associated with the Event plan to wear costumes (Disney characters or other), please notify the Organization's Catering and Convention Services Manager within fourteen (14) days of the Event to receive Resort Guidelines and secure approval to wear such costumes.

Damages: Losses. Neither Disney nor any of Disney's affiliates will be responsible for damage and/or loss of any merchandise or articles brought into the Disneyland® Resort by the Organization and/or its employees, agents, contractors and/or Event Attendees, or for any item which is left unattended.

Third Party Contractors: All contractors and subcontractors the Organization wishes to hire for the purpose of providing entertainment or other services at the Disneyland® Resort will be subject to Disney's written approval in its sole and absolute discretion. Before performing any services at the Disneyland® Resort, all approved contractors and subcontractors must provide to Disney, in Disney's sole discretion, proof of insurance which: (i) is satisfactory to Disney in its sole and absolute discretion; (ii) names Disney and Disney's affiliated companies as additional insureds, (iii) is primary and not secondary, and (iv) includes a waiver of subrogation against additional insureds. The Organization will be responsible for all acts and omissions of the Organization's contractors and subcontractors. The Organization acknowledges that Disney may subcontract, arrange for or acquire goods or services through third parties and that Disney may receive a commission, referral or other fee in connection with goods or services that Disney or the Organization acquires through third parties.

Hotel Guest Rooms: Guest Rooms at all the Hotels at the Disneyland® Resort are non-smoking. Designated smoking locations are available. A cleaning fee of Two Hundred Fifty Dollars (\$250.00) plus tax per Guest Room will be charged for smoking in the Disneyland® Resort Hotel Guest Rooms.

Private Theme Park Events: The Organization must order through Disney all décor, props, signs, entertainment, needed by Organization for the Event. The Organization acknowledges and agrees that these services and products cannot be brought into the Event and/or onto Disneyland® Resort premises from outside sources.

Affiliated Groups: The Organization acknowledges that it is in no way affiliated, associated with or in conflict with any other group, convention, association or event which is being held at the Disneyland® Resort Hotels or the Anaheim Convention Center during the dates of the Event. If the Organization and/or the Event is found to be in conflict with or in association with any other group, convention, association or event which is being held at the Disneyland® Resort Hotels or the Anaheim Convention Center during the dates of the Event, any deposit will be forfeited and the Event and this Agreement will be immediately terminated by Disney without obligation and/or liability by Disney.

Third Party Beneficiaries: This Agreement is intended for the exclusive benefit of Disney Destinations, LLC, its parent, related and affiliated companies (the "Disney Companies") and the Organization, and will not create any rights in or be enforceable by any other individual or entity. The parties hereto may not assign or transfer this Agreement or any interest herein (including, without limitation, rights and duties of performance) nor will the same be assignable by operation of law without the prior written consent of the other party at the party's sole discretion, provided however that Disney may assign or transfer this Agreement or any interest herein (including, without limitation, rights and duties of performance) to any of Disney's affiliates without the Organization's consent.

Decorations and Signage, Condition of Premises: All exhibits, displays, decorations, table set-ups, signs, third party logos and trademarks and/or any other materials to be used in connection with the Event are subject to Disney's prior approval in Disney's reasonable discretion and, if required, the prior approval of the Anaheim Fire Marshal. Items may not be attached to any wall, floor, window, door, column or ceiling with nails, staples, tape or any other substance without Disney's prior approval, which approval may be granted or withheld in Disney's reasonable discretion. If approved, Disney's Engineering Department will assist the Organization with the Organization's needs at the Organization's sole cost and expense. All badges and promotional items for distribution must be of materials other than gummed stickers or labels. Use of this material is strictly prohibited. The Organization will be responsible for any damage (other than normal wear and tear) to the Disneyland® Resort premises resulting from the Event. The Organization agrees to leave the premises in a neat, orderly and good condition, free of debris or display refuse, no later than the scheduled end

for the Event, and will reimburse Disney, based on time and labor, for any extraordinary clean-up Disney may be required to perform as a result of the Event (i.e., above and beyond routine clean-up of guest and/or function rooms in the ordinary course of Disney's business).

Use of Disney Materials: The Organization agrees that the Organization will not use the name "Disney", "*Disneyland*® Resort", "*Disneyland*® park", "*Disney California Adventure*® park", "Downtown Disney District" "*Disneyland*® Hotel", "*Disney's Paradise Pier*® Hotel," or "*Disney's Grand Californian Hotel*® & Spa" or the name "Marvel" (either alone or in conjunction with or as part of any other word or name), and picture of the *Disneyland*® Resort or any fanciful character, design, logo, trademark, tradename, copyrighted work or symbol of any of the Disney Companies: (i) in any advertisements, promotions, publicity, exhibits, displays or other materials, (ii) to express or to imply any endorsement of the Organization's products or services, or (iii) in any other manner whatsoever (whether or not similar to the uses prohibited above) without Disney's prior written approval (which approval may be granted or withheld in Disney's sole and absolute discretion. If the Organization fails to strictly comply with the provisions of this paragraph, the Disney Companies will suffer irreparable harm and injury and accordingly the Organization agrees that such failure will be a material breach which will entitle Disney to terminate this Agreement (effective upon delivery to the Organization of written notice to the effect from Disney) and/or obtain injunctive and/or other equitable relief against the Organization. Disney has a selection of Resort slides and other artwork that the Organization may wish to use for the Event's promotional and display materials. Disney, upon the Organization's request, will provide the Organization with complimentary copies of this artwork, subject to Disney's approval of the Organization's materials as provided in this Agreement.

Photography/Videography/Broadcast: The Organization's individual Event attendees may take photos or video of the Event meetings or functions solely for their own personal and non-commercial use without obtaining Disney's approval. In addition, the Organization may take photos and video of the indoor functions that it holds within private Hotel meeting rooms at the Hotel without obtaining Disney's approval, so long as the photos and video do not contain any "Disney Materials" (as defined below) and are used by the Organization only for private, non-commercial purposes. Any other taping, photography, videography, webcast or other recording or broadcast must be pre-approved by Disney in our sole discretion and is subject to our standard terms regarding this activity. Disney may refer certain outside vendors to the Organization that can provide photography or videography services for the Organization's Event meetings or functions. For assistance regarding these matters, please contact your Disney Catering & Convention Services Manager. Upon Disney's request the Organization will provide Disney with copies of the Organization's photos and video for Disney to confirm they do not contain any Disney Materials. "Disney Materials" means any identifiable image of the Hotel or any part thereof; any name, mark, symbol, character or copyrighted material of any of the Disney Companies; any reference to, or any other materials that may be associated with, any of the Disney Companies; or any depiction of or reference to any employee of any of the Disney Companies.

Waiver, Release et al: Disney may require that each of the Event Attendees completes and signs a waiver and release to participate in the Event or any portion thereof, including, without limitation, to participate in any athletic or physical activities the Organization conducts (or arranges for a third party to conduct) for Event Attendees at the Resort (and the Organization will indemnify Disney and the other Disney Companies against any injury, claim or other matter arising out of or in connection with those activities and any Event Attendee's failure to complete and sign such waiver).

Resort Policies: The Organization and the Event Attendees will comply with all Resort policies in effect at the time of the Event and applicable to the Event, including, without limitation, those related to COVID-19. For the latest updates on Resort policies and other important information regarding Resort theme parks, hotels, restaurants, attractions, experiences and other offerings, please visit [Disneyland.com/Updates](https://disneyland.com/Updates).

Insurance: In addition to any other requirements set forth in this Agreement, each party agrees to carry insurance adequate to protect its own activities against claims arising out of activities conducted by it in the Hotel facility during the Event.

Governing Law; Determination of Disputes: This Agreement will be construed, interpreted and governed by the codified and common laws of the State of California without giving effect to any conflict of law provisions thereof. Any dispute or claim arising out of or in connection with this Agreement will be submitted exclusively to the Superior Court of Orange County, California (or if the Superior Court will not have jurisdiction over the subject matter thereof, then to such other court sitting in such county and having subject matter jurisdiction) for trial and determination by the Court sitting without a jury. The parties hereby consent to the jurisdiction of such court and to the service of process outside the State of California pursuant to the requirement of such court in any matter submitted to it and they expressly waive all rights to a jury trial regarding any matter.

Force Majeure Clause: If the performance by either party of any obligation under this Agreement (other than any payment obligation) is directly delayed or prevented in whole or in part by any cause not reasonably within its control (including, without limitation, acts of God, war, civil disturbances, acts of terrorism, damage to its facilities, labor disputes, or failure or delay of third parties), it will be relieved of performance of such obligation to the extent such performance is so limited or prevented, without liability of any kind (and if the Event cannot be held by reason of any cause the Organization will not be liable to Disney for any cancellation fees). An "act of terrorism" would constitute a Force Majeure event as it relates to the performance of the Organization under this Agreement, when subsequent to the act of terrorism, travel to and from the *Disneyland*® Resort is prevented or severely curtailed so that the Organization and its Event Attendees are directly prevented from attending the Event. Nothing in this Agreement will be construed as requiring either party to accede to any demands of labor or labor unions, suppliers or other entities that it considers unreasonable.

Compliance with Law: The Organization will comply with all laws, codes and regulations applicable to the Event.

Remedies: Each party hereby acknowledges and agrees that, in the event of any breach of this Agreement by the other party, the non-breaching party's remedy shall be limited solely to monetary damages (if and to the extent available), and each party hereby

waives any and all rights it may have to any form of equitable relief (except for a breach of the "Use of Disney Materials" clause by the Organization), including, without limitation, any temporary restraining order, preliminary injunction, permanent injunction, specific performance or in any other form of relief in equity.

Miscellaneous: No waiver or modification of any provision of this Agreement will be valid unless in writing and duly executed by the party to be charged therewith. Section headings used throughout this Agreement are for reference and convenience only and in no way define, limit, describe or affect the provisions of this Agreement. Except as expressly otherwise provided in this Agreement, the Organization represents and warrants that neither the Organization nor any of the Organization's directors, officers, agents or employees has utilized any meeting planner or finder or other third party or incurred any liability for any finders' fees or commissions or similar payments to any third party in connection with this Agreement.

Commercial Activities: The Organization acknowledges and agrees that it may not conduct commercial activities within the Disneyland Resort theme parks.

Tours: The Organization acknowledges and agrees that the Organization may not conduct tours within the Disneyland Resort theme parks and that only Disney may conduct tours within the Disneyland Resort theme parks.

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CSMFO BOARD REPORT

DATE: May 27, 2021

FROM: CSMFO Management Contract Ad Hoc
Margaret Moggia, Chair

Subject: Proposed Executive Director Search

Recommendation

That the Board approve the Ad Hoc's recommendations as follows:

1. Direct the Ad Hoc to work with the Administration Committee to issue a Request for Proposals for an Executive Recruitment Services Firm to recruit an Executive Director.
2. Amend the 2021 Budget for \$35,000 for services to support the development and recruitment for a new Executive Director
3. Direct the Ad Hoc and Administration Committees to bring forth a recommendation to award an Executive Recruitment Services contract at the June 24, 2021, Board meeting.

Background

At the April 22, 2021, Board Meeting, the Board directed the Ad Hoc (Ad Hoc) Committee to meet with Catherine Smith, CEO/Founder of Smith Moore & Associates (SMA) and Melissa Manchester, CSMFO Executive Director and Founder of MMM Management LLC (MMM) to gain their insights on the role and process to identify the management services for CSMFO. In addition, the Board President has joined the Ad Hoc committee to provide additional insight on the process.

On April 29, 2021, the Ad Hoc met to discuss the next steps in the development of their recommendation to the Board to expand the role of the Executive Director and to identify what additional information may be needed to continue to move the process along. Members of the Ad Hoc are contacting other associations to inquire about their scope or job description of Executive Directors to incorporate into CSMFO's proposed job description. In addition, the Ad Hoc developed questions (listed below) for SMA and

MMM to share input from their experience and knowledge of CSMFO and association management to further refine the scope and process.

1. Discuss your perspectives of the Ad Hoc Recommendations including opportunities and proposed structure and role of the Executive Director.
2. Consideration for CSMFO during the transition.
3. Requested involvement during the process.
4. Thoughts on providing clarity and engagement with the Board.

The Ad Hoc met with SMA on May 3, 2021 and MMM on May 10, 2021 and the meeting notes have been captured in the attached memo. Based on their feedback, the Ad Hoc noted some common themes for the Board to consider.

1. Our current Executive Director will not be submitting a proposal for the newly defined Executive Director role.
2. The role of the Executive Director should be clearly defined to ensure success for all parties involved in the management of CSMFO business.
3. The hours for an Executive Director could range from 25-30 hours per week and could be expanded to full-time once the full scope of services is defined.
4. Additional time should be given to the process (see suggested timeline below).
5. Other contract services, including services provided by SMA, should be extended at least 12 months from the hire date of the Executive Director to allow sufficient time for the individual to evaluate the association management services and other related contracts.
6. The role of the Executive Director should report directly to the Board.
7. The Board should consider the use of an Executive Recruitment Services firm to assist in the recruitment process and in defining the expanded role of the CSMFO Executive Director. We estimate that this will cost somewhere between \$15,000 and \$25,000, which will require the Board to approve a budget amendment.

The Ad Hoc fully supports this additional guidance offered by SMA and MMM including a new timeline for the Executive Director recruitment. The following timeline was suggested by CSMFO's current Executive Director and is supported by the Ad Hoc:

May	CSMFO Board approves the proposed recruitment process *
June	CSMFO Board approves a contract with an executive recruitment services and a related budget amendment
July	Ad Hoc works with the selected search firm to define the role/define the minimum qualifications/draft the job description/define the scope of services And the CSMFO Board approves a finalized job description
Aug	Search firm circulates the job posting, conducts the search and identifies initial candidates

Sept	Ad Hoc and interested Board Members conduct the initial interviews with potential candidates and identify the top candidates to continue in the process
Oct	Interested Planning Session attendees participate in interviews / meet & greets with the top candidates in person
By Oct 31	The Board conducts final interviews, if required, and makes a selection, and the search firm negotiates a proposed contract
Nov	Board approves the Executive Director contract
Dec 1	Successful candidate's contract begins, after appropriate notice to existing employer/contracts
Jan 1	Successful candidate assumes the role of Executive Director
Feb 1	Existing Executive Director's contract ends following a one-month transition period.

*The Ad Hoc with additional input from SMA and MMM have identified at least six firms to send the RFP for Executive Recruitment Services.

In closing, the Ad Hoc does recommend that the Executive Committee formally request approval from SMA to allow MMM to support CSMFO's new Executive Director recruitment process. In addition, the Ad Hoc recommends that the Board should authorize a budget allocation for executive level staffing support in the development of the Executive Director job description and for Executive Recruitment Services support which includes \$30,000 for the Executive Recruitment Services, and an additional \$5,000 for costs towards SMA and MMM to support these efforts. The Ad Hoc has received a list firms who could provide this service and is ready to work with the Administration Committee to select an Executive Recruitment Services to recommend at the June 24, 2021, Board meeting. A draft RFP with scope of services has also been attached for the Board's consideration.

Fiscal Impact

\$35,000 would be added to CSMFO's 2021 Budget for services to support a successful Executive Director job description development and recruitment process.

Attachment:

- Smith Moore & Associates Memo
- MMM Management LLC Memo
- Meeting Notes from Ad Hoc Discussion with SMA and MMM
- Draft Request for Proposal with Scope for Executive Recruitment Services

SMITH MOORE & ASSOCIATES

MEMORANDUM

TO: Marcus Pimentel, CSMFO President
FROM: Catherine Smith, Founder/CEO
RE: CSMFO and SMA
DATE: April 21, 2021

I wanted to reach out to you on two issues that will be discussed on Thursday's CSMFO Board meeting:

- 3.c. Career Development Committee Staff Request
- 3.d. Management Ad Hoc Committee

Before sharing my thoughts on the two agenda items, I want to reiterate SMA's commitment to CSMFO's continued success. Our partnership has spanned over a decade and together, leadership, volunteers and all contracted staff have worked tirelessly to elevate CSMFO's brand, offer high-quality and timely training, build fiscal resources, increase membership, expand member benefits and develop more collaborative relationships with allied associations. I remember when we contracted to start our service to CSMFO in 2009, your management was shared with the Oregon Government Finance Officers Association and we had to figure out a way to get a handful of boxes off a Portland front porch. To look at CSMFO now, compared to when SMA and CSMFO's partnership began, it is impressive how far we've come.

I believe that CSMFO's growth has inspired the conversation on how we prepare for the next five-ten years. This conversation does not stem from "what are we doing wrong" but "how do we keep doing things right, even better, as we grow." The need for access to industry expertise outside of the volunteers is not only understandable, but right. But how CSMFO addresses the organization's needs for both industry expertise and association management expertise is key to success. CSMFO is incredibly successful right now on many fronts, but are there areas that we can do better?

For agenda item 3.c. Career Development Committee Staff Request to add industry expertise through an expanded contract with Harriet Commons is a perfect example. Harriet has been contracted to support the Program Committee in the conference's session content. Harriet is instrumental in helping the Program Committee identify essential training for our members. As the CDC Committee is moving into a greater role in trying to coordinate all aspects of CSMFO's training programs, Harriet was identified as a valuable resource and someone whose input could be expanded into the CDC. Bringing on Harriet into the expanded role is not due to SMA's inability to support the administrative function of the committee, but to provide subject matter expertise.

A little history. In December of 2016 SMA and CSMFO added Amendment #1 to the contract and SMA began providing additional help to the CDC effective January 1, 2017. This support was provided over the following two and a half years by Amanda Smith with Carrie Corder as chair. In 2018, Laura Nomura

became chair. As the year progressed, volunteers from the CDC and SMA staff became increasingly frustrated with the existing processes. To address these concerns, in 2018 SMA Partner Justin Lewis began communicating heavily with CSMFO staff and the CDC to determine the root cause of the issues. From those conversations the frustrations stemmed from a lack of clear expectations for all parties involved in the process, as it became clear that Laura's needs and expectations of staff were not the same as Carrie's. Justin worked with the CDC to outline the tasks that needed to be done and to define the specific steps to accomplish those tasks.

SMA created the first list of such tasks and shared with Laura and Senior Advisor Mary Bradley in January 2019. Discussions via email and phone continued to further define everyone's expectations. We discovered that each host site and each instructor was managed in their own unique way. We standardized that process and streamlined how instructors received materials, accessed registration information and were compensated for their services. We defined the frequency of updating the tracking spreadsheets. We also defined a process to have host sites include staff in communications so that staff would have the knowledge to help members when answering course-specific questions (previously it all fell to the host site). We also defined guidelines that related to last-minute changes or registrations and how they would get captured and updated.

In April 2019, Mary and Justin finalized the list of tasks and processes, giving SMA Staff and Committee members the clear expectations that SMA needed for success. These discussions resulted in how SMA currently supports the CDC as it relates to our services. This is a great example of collaboration between CSMFO volunteers and staff striving to improve efficiencies and services.

Once expectations were clear and the system worked, we began training Zach Seals on how to perform the duties. This transition started in March 2019, and as Zach had already been performing assistant-level duties for CSMFO, this was a natural promotion in responsibilities for him.

Zach recently took a new position with the CalCities but those processes and responsibilities have been transferred to CSMFO's new staff support professional Kristina McKittrick. While a great career move for Zach, SMA knew this could be potentially difficult for the CDC. Justin and I had a call with Laura and Mary to discuss the transition where they posed the idea of bringing on Harriet to provide the institutional knowledge and support that may be missing during the transition. We welcome Harriet as a resource to Kristina as requested in the recommendation. Kristina has been a valued member of the SMA team for a year and a half and we know she has the resources in written procedures, staff and volunteer knowledge, and essential skills to perform these duties above and beyond.

For agenda item 3.d., the Management Contract Ad Hoc has been working over the past few years to identify options for CSMFO's management and operations. To reiterate my thoughts on access to industry expertise—this is a great idea. But while some functions need industry expertise, others require association management, meeting planning, non-profit accounting or membership support expertise. I want to share two experiences with you that may add some light to these discussions.

I started with the California Special Districts Association (CSDA) when they were managed by Nossaman's association management practice. Faced with the same growth CSMFO is experiencing, they hired an executive director (ED), but without a clear expectation of that role or what success meant for that position. The ED was hired and was supported by the AMC. After a year, the ED was terminated as he wasn't fulfilling their vision. A few years later, CSDA decided to again try and move to having a

dedicated ED. As the current Deputy Director, I was offered the position. But at that time, the board knew what they wanted the executive director to do. I was to oversee the operations of the association with support but my main charge was to make special districts the identified third leg of the local government stool. Local government was to be always defined as cities, counties and special districts. I had my marching orders as the chief staff officer and I had to find the path to success. Does CSMFO leadership have a clear consensus on what this position should do and should accomplish?

My second case study for your consideration relates to SMA's first client, the California Association of Sanitation Agencies (CASA). SMA was CASA's AMC for many years until the organization realized that due to their legislative and regulatory priorities, they needed the executive director to be a clean water advocate and expert. CASA ultimately hired a water attorney to be their executive director. CSMFO is not currently involved in legislative or regulatory efforts. This begs the questions, what skills and expertise is lacking under your current executive director? Is there a path where we could step up and fulfill those roles? There may not be public finance expertise readily available under the current structure, but where is that expertise actually needed, beyond the expertise now being provided by Harriet, to continue to build on CSMFO's success?

Your cadre of association management consultants are not only looking at our continued relations with CSMFO, but in the continued success of the organization. After all of our years with CSMFO—we care. We are a resource. Without using our expertise, CSMFO leadership may be missing an opportunity to build your future in a way that is most likely to succeed.

Our goal is to not be viewed as obstructionists or worried about self-preservation, but as a sounding board to our clients as they look at how to move forward. As CSMFO leaders are not association management professionals; SMA/MAMS/MMM Management are not local government finance experts. But working collaboratively, we are a strong, united team for CSMFO. If CSMFO determines they want to move to dedicated staff or a subject matter executive director, I believe including us in these conversations will help make that transition more successful. We need to continue to be collaborative and trust that our mutual goal is focused on an organization everyone knows and loves.

My hope is that we can lead together moving forward toward whatever structure the full Board feels is in the best interest of the organization. I am happy to discuss these comments with the Board on Thursday or in another appropriate forum. We all care about CSMFO which is so powerful if we work together, trust and respect one another. History shows with all of us working together, CSMFO thrives.

Thank you.

INTERNAL MEMORANDUM

TO: CSMFO Executive Committee

CC: Catherine Smith, SMA President

FROM: Melissa Manchester, CSMFO Executive Director

RE: Selection of a New Executive Director

DATE: April 28, 2021

As the Management Contract Ad Hoc Committee moves forward with a search for a dedicated Executive Director (ED), I would like to share my thoughts and recommendations on that process, including my intention to end my current contract by year end.

First, I want to reiterate I generally support the process being proposed but recommend supplementing this process by using an executive search firm. A professional can assist you in working through this process, including defining the ED role, drafting a job description, and finalizing a scope of services. This person will assist and inform the development of the ED expectations through the development of the recruitment/RFP questions, collecting applications and conducting an initial review of all resumes. I was involved in utilizing a search firm a couple years ago to replace a retiring contract executive director for another client. The cost for that process in 2019 was \$30,000. Ensuring you have these pieces in place and the interview process professionally moderated will ensure that your process has a trusted, objective and transparent partner who will work with the Board and Ad Hoc Committee to help CSMFO find the right person and that they are brought on board in a way to maximize their long-term success.

I would propose the following timeline:

May	CSMFO Board approves this recommendation/proposed process
June	CSMFO Board approves a contract with an executive search firm
July	Ad Hoc works with search firm to define the role/define the minimum qualifications/draft the job description/define the scope of services. CSMFO Board approves final.
Aug	Search firm circulates the job posting/conducts the search and identifies initial candidates
Sept	Ad Hoc and interested Board or Officers conducts the initial interviews with potential candidates and identifies the top grouping
Oct	Leadership teams interview the top candidates in person at the Planning Session
By Oct 31	The Board conducts the final interview and the firm negotiates a proposed contract
Nov	Board approves the ED contract
Dec 1	Successful candidate's contract begins, after appropriate notice to existing employer/contracts
Jan 1	Successful candidate assumes the role of Executive Director

My contract with SMA with regard to CSMFO currently extends through April 30, 2022. However it also includes a 30-day termination clause. I am dedicated to CSMFO's success, and do not believe it is in this organization's best interest to keep me in place after my replacement has been selected. Neither is it in my own best interest. I will commit to one month of overlap with the new executive director, to ensure a smooth transition. With this proposed timeline, I would terminating my contract with SMA effective December 31, 2021.

I would also recommend that no other staffing changes be made until the new executive director has an opportunity to learn the organization. Having onboarded dozens of organizations over the past 20+ years, I can tell you with some certainty that it takes a full year to truly understand the lifecycle of an organization. I recommend extending the SMA/M&AMS/Commons contracts through June 30, 2023. This would allow the new ED to experience a full year with the existing contractors, plus an additional six months to recommend/implement any proposed changes.

Lastly, I humbly request that CSMFO invites me to future annual conferences, including a standing invitation to the President's Dinner over the next three years, including an honorary conference registration and three night's hotel stay. I have built a standing with the membership during my tenure, and I believe a transition to a new executive director will be easier if I am visibly in support of this change in front of the membership.

It has been my absolute pleasure to work with you all over the last twelve years. I look forward to seeing where this new move takes the organization.

**CSMFO Management Contract Ad Hoc
Meeting with Catherine Smith, Owner of Smith Moore & Associate
May 3, 2021**

Structure of Executive Director Role: Catherine shared input of her experience of fulfilling the role of an Executive Director (ED) and her own personal role of California Special Districts Association (CSDA).

- a. ED reports directly to the Board;
 - b. Leads implementations of association goals and activities;
 - c. Oversee operations of association;
 - d. Face of the organization, alliance building;
 - e. Proactive in establishing and compliance with association policies and procedures
 - f. Follow trends in association management;
 - g. Provide expert advice or legislative or regulatory issues; and
 - h. Understand non-profit management
- Questions – What role is CSMFO looking for this position to play? Be clear in its job description/scope of work and how many of the above tasks will be filled by an ED and how other functions may be a part of an association management company services. In addition, the Board needs to decide on how much the ED should understand municipal finance (subject matter expert) and be able to speak and understand the language and responsibilities the members are handling daily.

Integration with Association Management Company: Under the presumption that there would also be a need of an association management company to support the needs of the association, Catherine shared that her experience is an account executive is assigned to handle the daily operations, coordinate with the ED and direct staff team members. It is important to understand the team structure and how to effectively support each other. Based on the experience of the hired ED, there will need to be time to build knowledge over time.

Transition Period: Depending on the individual hired to serve as the ED, there should be a general understanding of the time that may be needed for the ED and the association management company to develop their working relationship to support the association. Generally, this time takes longer than one may think, and the key is allowing adequate time for the transition ensuring little disruption to the association operations and programs appearing seamless to the members. If the ED hired is someone that is familiar with CSMFO or municipal finance, then the transition period could be six months, but a more realistic transition period should be around 12 months at a minimum.

Engagement with CSMFO Board: Catherine's recommendation is to continue ongoing communications, recognizing change is hard and relationships have been made. Ensure Board members feel engaged and heard.

Other observations/comments: It is important that CSMFO understand the requirements of an employee versus independent contractor (AB 5/Dynamex) and be sure to setup the relationship of the ED correctly. Does CSMFO even want to consider being an employer and the costs related to that structure. CSMFO should seek legal advice. In addition, Catherine shared that she would be happy to support CSFMO with reviewing the scope/job description and be available for questions. Catherine also estimated that the ED role is expected to be about 20-25 hours per week. Catherine did share a sample request for proposal and does support CSMFO hiring an Executive Recruitment firm to assist in the process.

**CSMFO Management Contract Ad Hoc
Meeting with Melissa Manchester, Owner of MMM Management LLC
May 10, 2021**

Melissa shared that as the Executive Director (ED) position is an important role for CSMFO, it is vital the successful candidate be the right fit for the organization. Ample time should be allocated toward identifying her successor. Also, once identified, that individual will need ample time, a minimum of one year, to become familiar with the organization before being asked to comment CSMFO's needs or advice regarding other contracted services.

Structure of Executive Director Role: Melissa shared that the role of the ED should be an association expert, but also someone who understands or has a desire to learn the needs of the members; someone who could grow to lead the profession as well as the organization. It is also important to find the right cultural fit; someone who will embrace and engender the sense of community that makes CSMFO special. To identify the right individual, Melissa recommends the use of an executive search firm who can finalize our thoughts on job description, assist in identifying and short-listing candidates and help finalize the package to the prospective ED. This also helps keeps an objective process between the CSMFO Board and the candidates. Melissa also recommended that the Board consider the ED as an employee and not an independent contractor considering the recent state requirements (AB5), as well as the level of attention and focus desired of this position. Finally, Melissa estimated that the revised job description as she envisions it would require approximately 30 hours per week but could be adjusted to be full-time by looking at other contractor services.

Integration with Association Management Company: Melissa shared that the role of the ED should include oversight over all contracts, including the association management company.

Transition Period: Melissa has outlined the following timeline that offers additional time for the process. Regardless of the timeline approved or implemented, Melissa has agreed to a one-month transitional overlap with her successor. She recommends she attend the Annual Conference in San Diego, as she feels it is important the members witness her supporting this transition and the new ED.

May 2021	CSMFO Board approves this recommendation/proposed process
June	CSMFO Board approves a contract with an executive search firm
July	Ad Hoc works with search firm to define the role/define the minimum qualifications/draft the job description/define the scope of services. CSMFO Board approves final.
Aug	Search firm circulates the job posting/conducts the search and identifies initial candidates
Sept	Ad Hoc and interested Board or Officers conducts the initial interviews with potential candidates and identifies the top grouping
Oct	Leadership teams interview the top candidates in person at the Planning Session
By Oct 31	Board conducts the final interview and the firm negotiates a proposed contract
Nov	Board approves the ED contract
Dec 1	Successful candidate's contract begins, after appropriate notice to existing employer/contracts
Jan 1, 2022	Successful candidate assumes the role of Executive Director

Engagement with CSMFO Board: Melissa shared that the next step with the Board is to provide them a revised timeline on defining and finding the right candidate for the ED role. The Board should approve the use of an executive search firm at the May meeting, allowing the Ad Hoc Committee to conduct a search for same in the subsequent weeks and bring back a contract for the Board to approve at the June meeting. The Board should also approve the final job description before the executive search firm launches for this recruitment. In addition, the

goal is to have the Board interview the finalist candidates at the in-person Board meeting in October to ensure the right cultural fit.

Other Observations/Comments: Melissa would like to participate in the process. Depending on the level of engagement, this may require additional compensation. Regardless, it was important that CSMFO reach out to Catherine to obtain permission for Melissa's continued engagement. Marcus will reach out to Catherine to receive this approval. Melissa also shared that the structure of the Ad Hoc could be revised to distribute more equally some of the administrative burden on its current leadership, but that regardless the Ad Hoc should be involved in the initial vetting of candidates to determine the short-list of candidates.



REQUEST FOR PROPOSAL

To Provide

EXECUTIVE RECRUITMENT SERVICES

Proposals Due

**June 14, 2021
5:00 PM Pacific Time**

Issued by

CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS

**Issue Date
June 1, 2021**

I. REQUEST FOR PROPOSALS

The California Society of Municipal Finance Officers (CSMFO) is inviting qualified Executive Recruitment Service firms to help identify and locate an Executive Director to serve and support CSMFO.

II. INTRODUCTION

The California Society of Municipal Finance Officers (CSMFO) was formed as a California nonprofit mutual benefit corporation to promote professional administration of municipal finance and to strive for the attainment of professional status of all those responsible for the conduct of the activities of the field. Our municipal members are members of California local governments including city, county, and special districts.

Significant activities of CSMFO comprise:

- Annual Conference – CSMFO holds one conference a year for their members to discuss issues affecting government finance officers.
- Education Workshops – Education workshops are held throughout the year to benefit the members of CSMFO.
- Membership Engagement – Pursue ways to retain and attract members to government finance.
- Technology Initiatives – CSMFO maintains a website which offers government finance professionals technical resources, links, and references. An online knowledge base is also available to members to exchange information and survey other professionals on financial practices. CSMFO also plans to implement a learning management system to aid in the delivery, tracking, and evaluation of its professional development courses and materials.
- CSMFO regional chapters – CSMFO has 20 regional chapters covering all of California. Each chapter is managed regionally and provides localized training and resources.

More information about CSMFO and its activities can be found at csmfo.org.

III. BACKGROUND

CSMFO promotes excellence in financial management through innovation, continuing education, and the professional development of our members. CSMFO members are deeply involved in the key issues facing cities, counties, and special districts in the State of California. We value honesty and integrity and adhere to the highest standards of ethical conduct.

CSMFO's Board of Directors retains all discretion and control over the scope and implementation of CSMFO's work program. The Board of Directors is comprised of President, President-Elect, and Immediate Past President and then three members at-large from Northern California and three members at-large from

Southern California. The officers consist of the President, President-Elect, and Immediate Past President, Treasurer, and a member of the Association Management who serves as the Association's Executive Director.

To promote and enhance its activities, CSMFO has several volunteer committees who drive the growth of its program offerings, including CSMFO News, development of professional standard white papers, initiating a student engagement outreach, expanding its core educational program, and to increase membership engagement through cohort engagement and mentorships.

With the tremendous growth in both membership (around 2,500), and recent program additions, the CSMFO leadership intends to expand the role of the Executive Director to become more active in driving strategic planning, support the financial health of the association, support the success of its committees, and to act as the key liaison with external organizations and agencies. The Executive Director would also be responsible for day-to-day operations and to support the program development of the association.

IV. SCOPE OF SERVICES

CSMFO is seeking an Executive Recruitment Services firm to define and locate qualified candidates to serve in an expanded role as the Executive Director for the association. For a complete description of all required services and deliverables, please see the attached detailed Scope of Services (Exhibit "A").

CSMFO intends this process to include discussions with current Executive Director and its association management company to provide input on the ideal candidate for this expanded Executive Director role.

V. GENERAL PROPOSAL INFORMATION

1. Respondents are encouraged to carefully review this RFP in its entirety prior to preparation of their Proposals.
2. All Proposals submitted will become the property of CSMFO.
3. Respondent may modify or amend its Proposal only if CSMFO receives the amendment prior to the deadline stated herein for receiving Proposals.
4. A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.
5. Proposal Validity – Proposals must be valid for a period of at least 90 days from the closing date and time of this solicitation. Proposals may not be withdrawn after the submission date.

6. Pre-Contractual Expenses – CSMFO shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Respondents in the preparation of their Proposals. Respondents shall not include any such expenses as part of their Proposals. Pre-contractual expenses are defined as expenses incurred by the Respondent in preparing its Proposal in response to this solicitation; submitting that Proposal to CSMFO; negotiating with CSMFO any matter related to the Proposal; and, any other expenses incurred by the Respondent prior to the date of award and execution of an Agreement.
7. CSMFO reserves the right to:
 - a. Reject any or all Proposals;
 - b. Select the Proposal most advantageous to CSMFO;
 - c. Verify all information submitted in the Proposal;
 - d. Withdraw this solicitation at any time without prior notice and furthermore, makes no representations that any contract will be awarded to any Respondent responding to this solicitation;
 - e. Award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as CSMFO may deem to be in its best interests;
 - f. Negotiate the final contract with any Respondent(s) as necessary to serve the best interests of CSMFO;
 - g. Amend this solicitation;
 - h. Amend the final contract to incorporate necessary attachments and exhibits or to reflect negotiations between CSMFO and the successful Respondent.

VI. ANTICIPATED PROPOSAL SCHEDULE

This solicitation is subject the following schedule:

- | | |
|--|-----------------------|
| • Solicit proposals | June 1, 2021 |
| • Last day for comments or questions | June 7, 2021 |
| • Proposals due | June 14, 2021 |
| • Candidate Interviews | Week of June 14, 2021 |
| • Recommendation to the Board of Directors | June 24, 2021 |

VII. RESPONDENT QUESTIONS, REQUESTS FOR CLARIFICATION, AND EXCEPTIONS

In the event that the Respondent has any questions, requests for clarification, or wishes to take any exceptions regarding any part of this solicitation or its attachments, the Respondent should notify CSMFO with their concerns no later than June 7, 2021, as noted above. **Questions, Requests for Clarification, and Exceptions must be submitted by this date. Questions, Requests for**

Clarification, and Exceptions submitted after this date will not be considered. Questions, Requests for Clarification, and Exceptions submitted with a proposal may result in the proposal being deemed non-responsive.

CSMFO's responses will be delivered in the form of an addendum to this solicitation.

So that all Respondents will continue to have a fair and equal opportunity in this solicitation, an exception(s) will only be considered to correct errors or if all proposals submitted take the same exception(s). CSMFO's consideration of any exception shall not, in any way, be construed as CSMFO's intent to grant said exception. Exceptions will be evaluated on a case by case basis and will be granted only to correct errors in the documentation or when it is deemed to be in the best interest of CSMFO.

VIII. SOLICITATION ADMINISTRATION

Questions regarding any aspect of this solicitation should be directed to

CSMFO Secretary- Treasurer: **Stephen Parker**

CSMFO Administration Chair: **Alberto Preciado**

CSMFO Ad Hoc Chair: **Margaret Moggia**

Email: admincom@csmfo.org

IX. PROPOSAL SUBMITTAL / DETAILS

A. Submittal

1. Respondent shall submit their proposal by e-mail to admincom@csmfo.org.

NO OTHER FORM OF SUBMISSION WILL BE ACCEPTED.

2. Proposals are due **BEFORE 5:00 PM Pacific time, June 14, 2021**

B. Response Requirements

1. The information requested below will be used to evaluate the Respondent's Proposal.
2. Proposals must be prepared simply and economically, providing a straightforward, concise description of methodology and approach to satisfy the requirements of this solicitation. Emphasis should be on completeness and clarity

of content with sufficient detail to allow for accurate evaluation and comparative analysis.

3. Respondent's Proposal shall be clear, concise, accurate, and comprehensive. **Excessive or irrelevant materials will not be favorably received.**

4. The **Proposals** shall be organized as follows:

a) Executive Summary Letter

This letter shall be a brief formal letter from Respondent that provides information regarding the firm and its ability to perform the requirements of this solicitation. This letter must include the following information: complete legal company name (as it should appear in a contract), address, contact person, telephone number, and **e-mail address**. This letter shall identify all materials and enclosures being forwarded in response to this solicitation.

Responses to this RFP shall be valid for a minimum of 90 days. Submissions not valid for at least 90 days will be considered non-responsive. The Respondent shall state the length of time for which the submitted proposal shall remain valid.

The letter must be signed by an individual authorized to bind the proposing entity or by the two corporate officers authorized to bind the proposing entity as set forth in the California Corporations Code. A proposal submission with an unsigned Executive Summary Letter may result in the proposal being considered non-responsive.

b) Qualifications, Capabilities, and Experience

Respondent shall provide a brief discussion of its qualifications and capabilities to perform work similar in nature to the services requested herein. Respondent shall provide a brief discussion of its previous experience with engagements that are the same or similar in nature to the services requested herein.

Describe the firm's experience in providing similar services for executive recruitment services for a non-profit association. Provide three **(3) references** most comparable to our size and financial needs. Include a brief description of the services provided, how long such services have been provided, and a contact person and telephone number for each client described.

c) Services

Proposal should include detailed information about the services identified in the detailed Scope of Services (Exhibit "A").

Respondent shall provide a discussion of ways to maximize benefits or services to CSMFO as well as discuss objectives, recommendations, and solutions. Respondent is encouraged to identify and recommend any

improvements/enhancements for the proposed service, as well as highlight any other issues Respondent deems appropriate.

d) Professional Qualifications of Key Personnel

Respondent shall provide the resumes and a statement of qualifications of key personnel who are expected to be assigned to this account and shall identify their specific responsibilities. In addition, the Respondent shall provide a list of other personnel needed to support the account.

If sub-contractors will be used to perform any of the proposed services, then the Respondent must list each sub-contractor, the type of work to be performed, and provide a brief description of their qualifications.

e) Price Proposal

Respondent shall submit a Price Proposal for the services requested in this solicitation, including a rate sheet for the key individuals to participate in this process. If applicable, the Respondent shall provide the mark-up for any subcontractor.

CSMFO may accept and incorporate the submitted Price Proposal as part of the award/agreement process without further negotiation or, alternatively, may use it as the basis for negotiations. Consequently, Respondents are encouraged to provide their best pricing terms.

X. SELECTION PROCESS

A selection panel comprised of CSMFO leadership volunteers will review the proposals and consider the following factors to select the most qualified Respondent:

- Completeness and Quality of Proposal
- Respondent Firm Qualifications, Capabilities, and Experience
- Services
- Professional Qualifications of Key Personnel
- Price Proposal

Based on review of the proposals, a short list of Respondents will be selected to participate in an interview. The interview will afford the Respondent an opportunity to present the key personnel assigned to the engagement and discuss their qualifications and ideas on how to enhance the services to be provided.

The selection panel will recommend the firm that provides the best overall value to CSMFO. Contract award is subject to the approval of CSMFO's Board of Directors. By submitting responses to this solicitation, respondents understand and agree that CSMFO may award a contract to a firm whose approach exceeds or varies from the requirements listed. CSMFO will be the sole judge of which proposal best satisfies the needs of CSMFO.

Negotiations regarding agreement terms, conditions, scope of services, and pricing may or may not be conducted with the selected Respondent. Therefore, Proposals submitted should represent the Respondent's most favorable terms and offering, since the selection and award may be made without discussion with any Respondent. If CSMFO engages the Respondent in negotiations and satisfactory agreement provisions cannot be reached, then negotiations may be terminated. CSMFO may elect to contact another firm submitting a Proposal. This sequence may continue until an agreement is reached.

XI. SAMPLE AGREEMENT AND INSURANCE REQUIREMENTS

A Sample Agreement has been attached (Exhibit "B") for your review. This agreement is representative of the agreement that will be executed upon award to the successful Respondent. Submission of your proposal in response to this solicitation constitutes your acceptance of all terms and conditions set forth in this sample agreement.

- Commercial General Liability Insurance: \$1,000,000 per occurrence.
- 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.

- 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.

Prior to the start of work, the successful Respondent shall provide evidence of insurance from an insurer(s) certifying to the coverage, including an endorsement naming CSMFO as an additional insured.

EXHIBITS:

Exhibit "A" – Detailed Scope of Services
Exhibit "B" – Sample Services Agreement

DRAFT

California Society of Municipal Finance Officers (CSMFO)
Executive Director Recruitment
Exhibit A - Scope of Services

Information Gathering and Analysis

Meet with CSMFO Board of Directors as a group and other appropriate individuals to obtain views of the position and expectations regarding desirable training, experience, and personal characteristics of candidates. Draft a Job Description for CSMFO. Gather/review relevant information about CSMFO and the position and summarize findings. Submit a draft Recruitment Brochure with the desired qualifications and characteristics for Board's approval. The Recruitment Brochure that will be sent to potential candidates will include information about CSMFO, the job, and the criteria set by the CSMFO.

Candidate Recruitment and Outreach

Proactively seek out individuals with superior qualifications and invite and encourage their interest. Announcements will be placed on-line and in professional journals. However, we will rely heavily on our own experience and contacts.

Initial Candidate Screening

Review, acknowledge, and evaluate all resumes received. Initial screening will be to be conducted shall be based on the criteria contained in the Recruitment Brochure, information contained in the resumes submitted, and the criteria set forth by CSMFO, including confirming basic background information and contacting references.

Candidate Assessment and Interviews

Summarize candidate search and present results to CSMFO for their consideration of a list of top candidates. Assist in scheduling of interviews of finalist candidates, prepare suggested interview questions, and prepare a finalize report of the results of the interviews.

In addition, the firm shall provide a list of other additional services to assist CSMFO identify a successful candidate for the Executive Director role.

CALIFORNIA SOCIETY OF MUNICIPAL FINANCE
OFFICERS PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and effective as of **[DATE]** between the California Society of Municipal Finance Officers ("CSMFO"), a nonprofit corporation located in Sacramento, California, and **[CONSULTANT]** ("Consultant"), an **[INDIVIDUAL, PARTNERSHIP, CORPORATION, ETC.]**, located in **[PLACE]**. 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 **[DATE]** and ending **[DATE]**. The agreement may be renewed for **[NUMBER OF YEARS]** 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 President 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 President 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:

- (b) Payments: 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 by the Executive Committee when appropriations in budget are available. 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. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CSMFO suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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 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. 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. INDEPENDENT CONSULTANT

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.

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:

To CSMFO: California Society of Municipal Finance Officers
808 R Street, Suite 209
Sacramento, CA 95811

To Consultant: **[NAME AND ADDRESS]**

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

Marcus Pimentel
CSMFO President

Date

Signature

[NAME]
Consultant

Date

EXHIBIT A

SCOPE OF WORK TO BE PERFORMED

DRAFT

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 per occurrence.
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 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

FROM: M&AMS, Inc.
MMM Management, LLC
Smith Moore & Associates

SUBJECT: 2021 FINAL CONFERENCE REPORT

The 61st CSMFO Annual Conference, and first-ever virtual conference, was held February 16 – 18, 2021. The conference was chaired by Marcus Pimentel, 2021 CSMFO President. He chose as his committee a seasoned group of CSMFO members, most of whom had participated on a host committee in the past. Many thanks are extended to the committee for their knowledge of CSMFO, conference dynamics and their overall stay-on-target planning and adaptive skills.

The “Conference Report” was prepared by M&AMS, Inc. The included budget performance is provided by SMA based on their financial reports effective April 30, 2021.

CONFERENCE REPORT

The Host Committee kicked off their first in-person meeting at the San Jose Convention Center, the intended site for the 2021 conference. At that time, there were no thoughts that the site would eventually not be visited again, and no in-person conference would be taking place in 2021 at this location in San Jose. As the months went by and the pandemic crisis developed, the group continued to keep a pulse on how to best serve the membership taking all state guidelines into consideration but also with the intent of not diminishing the benefits and educational content of an in-person event.

Within the next few months, the committee switched to meeting via Zoom, with the discussions primarily focused on how or when we would know the appropriate time to decide on the conference being in-person or virtual. The Frameworks Subcommittee, chaired by Jennifer Wakeman, was formed to review the benefits and drawbacks of offering a hybrid vs total virtual conference. With the decision to have a virtual conference, the Experience Subcommittee, chaired by John

Adams reviewed four virtual platforms vetted by M&AMS to bring the best experience to the membership. A decision to contract with Pathable for our conference platform was adopted in October, and then the work of putting this first virtual conference in motion began.

The conference Program Committee continued with their conference timeline and called for sessions in May 2021 soliciting proposals to present at the conference noting to those submitting that the determination would be made later as to whether the content would be delivered in person or via a platform. This did not in any way diminish the number of submittals that were received.

Program committee statistics support the success of the training offered during the virtual conference:

1. Number of breakout sessions offered - 48 breakout sessions, 1 general session, 5 roundtable sessions, plus 2 pre-conference sessions
2. Number of CPE credits offered - 18 (including 9 for the pre-conference sessions)
3. Number of CPE certificates issued - 740
4. Number of session presenters - 108 individual speakers (5 of whom presented multiple sessions)

FINANCIAL RESULTS

The finance subcommittee recommended a budget based on 30 complimentary (guests and scholarship recipients), 775 government, and 275 commercial registrations totaling an attendance of 1,080. We were please to better that number with 69 complimentary, 825 government and 399 commercial registrations totaling 1,293.

As an incentive to attend, registration rates were deeply discounted from previous years, and if a registrant was a nonmember, for the additional cost of \$50, they received a CSMFO membership for the remainder of 2021. The incentive netted 245 new members for 2021 and increased revenues in the operational budget by \$12,250.

Attached to this report is the Budget-to-Actual Statement as prepared by SMA effective April 30, 2021.

The proposed budget was adopted with a projected deficit of \$1,656. As of April 30, 2021 the conference realized a net income of \$176,300, with a total income of \$410,155. and expenses of \$233,855.

The following variances from the budget are representative of the success of the conference both in attendance as well as adaptive decisions made by the host committee and the Board:

Category	Variance	Explanation
Attendee registration	\$ 37,000	Attendance exceeded budget expectations
Preconference sessions	\$ 16,000	Sessions added after budget had been approved by the Board
Exhibitors	\$ 37,000	Budgeted conservatively but Commercial organizations supported CSMFO to a greater extent than anticipated
Virtual platform	\$ 65,000	The budget was submitted prior to choosing the virtual platform therefore, we chose to budget at the amount of the highest proposal received in addition to possible ancillary costs. The awarded contract was significantly less than the budgeted amount; however, significant time was spent by staff to implement the platform.
Sponsor branded items, gifts, entertainment	\$ 6,500	Host committee determined that mailed items may not be appropriate during the Covid period and decided to substitute entertainment during the event. Amount is net of the three items.
Contingency	\$ 15,000	There were no unexpected expenditures that necessitated the need to use a contingency budget.
Marketing	\$ (4,500)	Included for the services provided by SMA for design and emceeing the event. Expense was reduced to \$8,000 and booked to contract services.
Contract services	\$ 13,000	Additional fees to M&AMS and H. Commons for additional services provided
New membership transfer	\$(12,250)	Transfer to membership dues \$50 each for 245 new members.
	\$172,750	

SUMMARY

Once again it has been a pleasure to serve CSMFO as your conference coordinators and staff. We would like to thank the Board of Directors and the Host Committee led by Marcus Pimentel for their commitment to making the 2021 Annual Conference a virtual success. We look forward to an in-person conference as we move to San Diego for the 2022 Annual Conference.

2021 CSMFO Conference			<-----2021 Budget----->			<-----Actual----->		
Category			Rate	Number	Total	¹ # Reg	² Total	Variance
8100 · Government Registrations								
		Complimentary registrations		30		69		
	8106	Govt Non-Memb-Full Regular	\$ 250	50	\$ 12,500	148	\$ 37,150	
	8115	Govt Memb - Full Regular	\$ 200	725	\$ 145,000	677	\$ 138,000	
Total 8100 · Government Registrations				805	\$ 157,500	894	\$ 175,150	\$ 17,650
8200 · Commercial Registrations								
		Exhibitor - complimentary		240	\$ -	280		
	8225	Conf-Com-Exhibitor-Addn Full	\$ 200			26	\$ 5,200	
	8231	Comm Non-Memb-Full Regular	\$ 250	15	\$ 3,750	58	\$ 14,750	
	8236	Comm Memb-Full Regular	\$ 200	20	\$ 4,000	35	\$ 7,250	
Total 8200 · Commercial Registrations				275	\$ 7,750	399	\$ 27,200	\$ 19,450
				1080		1293	\$ 202,350	
8300 · Pre-conference Session Registrations								
	8371	Session A				84	\$ 10,920	
	8373	Session B				80	\$ 5,135	
Total 8300 · Pre-conference Rgistrations							\$ 16,055	\$ 16,055
8700 · Exhibitors Fees								
	8704	Premier	\$ 7,500	5	\$ 37,500		\$ 67,500	
	8707	Deluxe	\$ 4,000	23	\$ 92,000		\$ 100,000	
Total 8700 · Exhibitors Fees					\$ 129,500		\$ 167,500	\$ 38,000
8800 · Sponsorships								
	8830	Supporting Sponsor	\$ 1,500	25	\$ 37,500		\$ 33,000	
	8872	Additional Sponsorships					\$ 3,500	
Total 8800 · Sponsorships					\$ 37,500		\$ 36,500	\$ (1,000)
Transfer to operational budget - membership							\$ (12,250)	
Total 8000 · Conference Revenue					\$ 332,250		\$ 410,155	\$ 77,905
9000 · Conference Expenses								
9300 · Entertainment								
	9310	Event Entertainment					\$ 16,300	
Total 9300 · Entertainment							\$ 16,300	\$ (16,300)
9400 · Meetings and Training								
	9410	Speakers-Honorarium			\$ 36,000		\$ 30,400	
	9440	Meetings and Training - Other						
Total 9400 · Meetings and Training					\$ 36,000		\$ 30,400	\$ 5,600
9450 · Comps								
	9450	Comps - Other						
	9465	Board Scholarships						
Total 9450 · Comps					\$ -			\$ -
9475 · Meetings								
	9477	Virtual Platform			\$ 145,000		\$ 88,709	
	9478	General Session - Addl' product			\$ 7,500		-	

2021 CSMFO Conference			<-----2021 Budget----->			<-----Actual----->		
Category			Rate	Number	Total	¹ # Reg	² Total	Variance
	9481	Reg/Attendance Tracking			\$ 1,520		-	
	9496	Other					\$ 300	
Total 9475 · Meetings					\$ 154,020		\$ 89,009	\$ 65,011
9500 · Exhibits								
	9545	Exhibit hall game						
	9550	Sponsor Branded Items			\$ 15,000		-	
	9599	Exhibits-Other						
Total 9500 · Exhibits					\$ 15,000		\$ -	\$ 15,000
9600 · Entertainment/Gifts								
	9610	Conference Gifts/Attendees			\$ 7,500		-	
	9620	Speaker/Board/Committee Memento			\$ 5,000		\$ 4,815	
Total 9600 · Entertainment/Gifts					\$ 12,500		\$ 4,815	\$ 7,685
9800 · Administration - Conference								
	9800	Administration - Other					\$ 2,800	
	9805	Conference Marketing			\$ 12,500		-	
	9810	Conference Contract Services			\$ 69,700		\$ 72,758	
	9815	Printing/Copy/Conference Media			\$ 750			
	9840	Postage & Shipping			\$ 7,500		\$ 3,686	
	9880	Bank Merchant Fees			\$ 9,536		\$ 12,695	
	9890	Conference Committee Expenses			\$ 1,400		\$ 1,392	
Total 9800 · Administration - Conference					\$ 101,386		\$ 93,331	\$ 8,055
	NEW	Contingency			\$ 15,000		\$ -	\$ 15,000
Total 9000 · Conference Expenses					\$ 333,906		\$ 233,855	\$ 116,351
Projected Income / (Loss)					\$ (1,656)		\$ 176,300	

¹#Reg Source JS file: 2021 Conf/Registration/RegDownloadPerJL-Final

²Total Source: JSFile: Budget/Jan-AprilBudgetPerformance-SMA-5.04.21



COMMUNICATIONS COMMITTEE AGENDA

Date: Wednesday, April 21st
Time: 1:00 p.m.
Zoom Meeting: <http://zoom.us/j/392967104> or by phone +1 669 900 6833
Meeting ID: 392 967 104

Communication Committee Members:

Chair – James Russell-Field
Vice Chair – Kofi Antobam and Yolanda Rodriguez
Senior Advisors/Editors - David Cain, Wing-See Fox
Board Liaison/Editor – Karla Romero, Marcus Pimentel
Committee Members – Matt Schenk, Veronica Alvarado, Joan Michaels Aguilar, Lily Ng, Andre Aberdeen, Ernie Reyna
SMA Staff: David Garrison

I. Check in – roundtable discussion, general welcomes and updates.

II. Review of Conference Edition

a) Timeline for review of draft edition

The Chair gave an update about getting close with this item and that once a set draft is ready, it will be sent to committee members for one final review.

David Garrison added that he is confident a clean draft will be ready by the close of business on April 21st or 22nd at the latest. A virtual version of the magazine is anticipated to be released the week of April 26th. A print version is anticipated to be released the first week of May to allow sponsors who have outstanding ads to submit them. The print version is planned to be released to only attendees of the Conference.

III. Review of April / May 2021 Content

a) Theme for April / May – Budget & One Year of COVID-19

Past President Articles: Joan gave an update on what is lined up for the coming months (May and June) and that Owen's was already done and Dave will be editing the one for Howard. Another article highlighting Bill Statler was in the works.

Board Meeting Updates: Ernie is working on the March meeting version.

Chapter Meeting Highlights: James has reached out to the Channel Counties Chapter since they recently had a chapter meeting and has some fun stuff coming up. This could go into the April news.

President Elect's Message: Going out the week of April 26th.

President's Message: Coming up shortly.

Dave Cain: Working on an article for Ballot Measures (why some were successful and other not) slated for the month of May.

Items for the Month of May

Article on Cannabis is slated for May.

Member Highlights: A volunteer is needed to handle this recurring item. Any member interested should contact James. Marcus indicated he could assist in providing names on possible members to spotlight. Committee members were encouraged to send at least one possible name to highlight so a list can be created for the year.

April Board Meeting Update

Student Engagement Event: James has reached out to Amber for a possible recap of that event. Karla will be attending, so she will write something up after the event. A similar event was held for UCI the prior week and could be another to write about.

Budget Content:

Possible Article on Implementing a Budget Software: Connect with City of Corona on this. James and Audrey would coordinate on this.

Also, possible article from ~ClearGov?

Chapter Highlights: Inland Empire & Desert Mountain joint meeting in May.

Pension Obligation Bonds: Wing-See will follow up on this subject and her leads. Debbie Cheney could also be a resource since she was a speaker for the CSMFO training. Possibly two different articles – one as a recap of the CSMFO training and then another.

Budget Engagement During the Pandemic: Use potential summary from GFOA training overlapping with something from ClearGov.

An Article on Fun Trips: Highlight some events/special things in certain communities. E.g., Did you know...

Survey on How your Finance Department is coming back from the pandemic as things begin to open up, ~June/July.

IV. Jump Start on June 2021 Content

V. Article Needs

VI. Committee member roles to consider.

- a) Ongoing content – Committee and Chapter highlights, Board meeting updates (Ernie), Leadership highlights, Communication Committee meeting minutes
- b) New Content – hunt and gather new content each month
- c) Thank you emails for articles published – SMA

VII. Adjournment - Next Meeting is Wednesday, May 19th @ 1pm



MEMBERSHIP COMMITTEE MINUTES

Date: Thursday March 4, 2021

Time: 11:00 a.m.

Zoom: <https://us02web.zoom.us/j/85335525275?pwd=cXp6QUcwSzhmT1ZRTWZXQ3VKSGtLZz09>

or by phone +1 669 900 6833

Mtg. ID: 853 3552 5275

Passcode: 579107

Agenda Items

1. 2021 Action Plan - Back to Basics – Member Engagement
 - a. Ensure avenues for member-to-member connectivity
 - i. Test Cohort Program (Margaret/Chu/Melissa/Kate/Jenn) – Update

Last week- info email about the program went out and on Monday, 3/1, the application link went out. Margaret and Chu are finalizing curriculum for the first two cohort meetings. At 3/3 there were 22 applications received. Application deadline is 3/15. We will proceed with a second communications push and propose 2 pilot cohort groups to the Board if we have sufficient applications.
 - ii. Continued Virtual Engagement Activities (Melissa/Stephanie)
 1. March 2021 update

Program is slowly gaining momentum; challenge of CSMFO not coming up directly in people's FB feeds.
 2. Forthcoming events/planning
 - April 16th there will be a karaoke event
 - May will see a steps challenge but with a different awards system (i.e. highest daily average, etc.)
 - July- Terry and Bobby will be organizing virtual golf
 - Considering doing yoga/meditative moments 1x/month on the off months of the larger activities- maybe post on the Knowledge Base to also get greater engagement with this platform?
 - MoveSpring now has different measures so we will look into what other options may be available

- iii. Develop a one-on-one coaching/mentoring system- Leads?
Debbie Rosales and Margaret Moggia agreed to lead this effort. Jennifer to meet with Laura from CDC to coordinate on responsibilities/roles for this action plan item.
 - b. Create an incentive for membership- Leads?
Steve and Melissa agreed to lead this effort.
 - i. Ensure membership in CSMFO has value beyond what non-members receive
 - ii. Develop member v. non-member pricing policies
Their process will likely include meeting with each of the standing committees.
See * under “Other Information & Announcements – Other”
- 2. Commercial Member Roundtables (Mark) – Update on next event
Aneil and Marcus to work with Mark on this initiative. Potential items to discuss at the next meeting: -opportunities presented from the virtual conference (can discuss in context of sponson and conference attendee survey results) – upcoming events for engagement (chapter meetings, etc.) – regular meeting schedule
- 3. Early Career Membership Classification (Jennifer / Mark / Stephen / Allison) - Discuss how to advertise and to whom
This group will meet and have an update for April.
- 4. Other Information & Announcements
 - a. Member Counts Update
For the period 11/1/19-3/1/20 we had 1,517 members
For the period 11/1/20-2/25/21 we had 1,515 members
870 not renewed and received email from Melissa- 190 were “oops- I forgot”
Should there be a nominal fee for late renewal?

Mark raised a question about how to advertise virtual chapter meetings better.
* Zach added that there are lots of non-members participating in virtual chapter meetings and trainings. We discussed a communication from the MC Chair that would be sent after the event and invites the attendee to become a member.
Should/could we offer a discounted membership? To be discussed further.
- 5. Next Meeting – Thursday, April 1st at 11:00 a.m.

Tabled Items:

Member retention

- CMTA methods of retaining members
- tying member account updates to job postings
- membership scholarships (harder to bring members back than to sacrifice funds upfront and keep their membership)
- cleaning up bad data
- maintaining contact with people who retire or change jobs by including a personal email in the CSMFO profile (renewals would go to professional and personal email addresses)
- advertise membership renewal directly to the agencies, in addition to the individual members

Mentorship Circles



MEMBERSHIP COMMITTEE MINUTES

Date: Thursday April 1, 2021

Time: 11:00 a.m.

Zoom: <https://us02web.zoom.us/j/85335525275?pwd=cXp6QUcwSzhmT1ZRTWZXQ3VKSGtLZz09>

or by phone +1 669 900 6833

Mtg. ID: 853 3552 5275

Passcode: 579107

Agenda Items

1. 2021 Action Plan - Back to Basics – Member Engagement
 - a. Ensure avenues for member-to-member connectivity
 - i. Test Cohort Program (Margaret/Chu/Melissa/Kate/Jenn) – Update
 - Notifications- Chu to draft and Melissa to send
 - Each cohort set up with its own group in Basecamp- all documents and future surveys to be stored here
 - Margaret/Chu leading Cohort 1
 - Kate/Jennifer leading Cohort 2
 - This group is meeting regularly for meeting planning and resource coordination
 - ii. Continued Virtual Engagement Activities (Melissa/Stephanie)
 1. April 16, 2021 Karaoke event
 2. May 2021 Steps Challenge
 3. July 2021 Virtual Golf
 4. MoveSpring additional options
 5. Yoga/Meditative moments?
 - Received a debrief on the March event as well as updates on all upcoming events
 - iii. Develop a one-on-one coaching/mentoring system (Debbie/Margaret M.) - Update
 - Shared update from meeting with Career Development Committee (CDC) members on this mutual goal; CDC to focus on development of a coaching program while the Membership Committee will focus on the mentoring side.

- The subcommittees working on this goal will have regular check-ins to ensure program differentiation.
 - At the conclusion of this effort, both subcommittee will look at marketing and communications to make sure that the separate programs and values to be achieved are clear to members
- b. Create an incentive for membership (Steve/Melissa) - Update
 - i. Ensure membership in CSMFO has value beyond what non-members receive
 - ii. Develop member v. non-member pricing policies
 - A draft list of member versus non-member benefits is being generated as a starting point for this item
2. Commercial Member Roundtables (Mark/Aneil/Marcus) – Update
 - a. Can we solicit presentations for Chapter Chairs?
 - Next roundtable event to be held on April 8
 - Discussion of whether or not to share out the agenda in advance
 - Another reminder for this meeting to be sent
 3. Early Career Membership Classification (Jennifer / Mark / Stephen / Allison) – Update on how to advertise and to whom
 - The subcommittee met after the March MC meeting and determined that they best way to market the Early Career Membership is at our college events
 - A slide on this membership classification will be added to the end of all student presentation templates
 - A communications piece will be developed that outlines the student versus early career memberships
 4. Outreach to participating non-members
 - a. Messaging
 - Draft communication to be shared at May meeting
 - Communication would be sent to non-members following CDC courses and chapter meetings
 - b. Pursue discounted membership?
 - Waiting on this until the member versus non-member benefits/differentiation and fee structure evaluation discussions are concluded
 5. Other Information & Announcements
 - a. Member Counts March Board Item
 - Also provided the Board report requesting two pilot cohort groups
 6. Next Meeting – Thursday, May 6th at 11:00 a.m.

Tabled Items:

Member retention

- CMTA methods of retaining members
- tying member account updates to job postings
- membership scholarships (harder to bring members back than to sacrifice funds upfront and keep their membership)
- cleaning up bad data
- maintaining contact with people who retire or change jobs by including a personal email in the CSMFO profile (renewals would go to professional and personal email addresses)
- advertise membership renewal directly to the agencies, in addition to the individual members

Mentorship Circles

Better communication on virtual chapter meetings



MEMBERSHIP COMMITTEE MINUTES

Date: Thursday May 6, 2021

Time: 11:00 a.m.

Zoom: <https://us02web.zoom.us/j/85335525275?pwd=cXp6QUcwSzhmT1ZRTWZXQ3VKSGtLZz09>

or by phone +1 669 900 6833

Mtg. ID: 853 3552 5275

Passcode: 579107

Agenda Items

1. 2021 Action Plan - Back to Basics – Member Engagement
 - a. Ensure avenues for member-to-member connectivity
 - i. Pilot Cohort Program (Margaret/Chu/Kate/Jenn) – Update
 - Cohort 2 to meet 5/17
 - Cohort 1 to meet 5/18
 - Ongoing planning of future meetings and speakers
 - ii. Continued Virtual Engagement Activities (Stephanie)
 1. April 16, 2021 Karaoke event debrief
 - Small, but good event – market more next time – Friday evening events can be a challenge – sing-a-long next time?
 2. May 2021 Steps Challenge
 - 71 participants on app, 50 active so far
 3. July 2021 Virtual Golf
 4. MoveSpring additional options
 5. Yoga/Meditative moments?
 6. Additional member to support this effort?
 - iii. Develop a one-on-one coaching/mentoring system (Debbie/Margaret M.) – Update
 - Reviewed program general construct
 - WPFM as model for program and documents
 - Looking at an August start for applications/interest
 - For June meeting we will consider a draft timeline for this program

- b. Create an incentive for membership (Steve)
 - i. Ensure membership in CSMFO has value beyond what non-members receive
 - ii. Develop member v. non-member pricing policies
 - iii. Additional member to support this effort?
 - Chu and Margaret will work with Steve on this item
2. Commercial Member Roundtables (Mark/Aneil/Marcus)
 - a. Debrief from April 8th event
 - Summary notes from this event will be forwarded to the member on Host Committee who is developing the commercial side of the 2022 Annual Conference
3. Early Career Membership Classification (Jennifer / Mark / Stephen / Allison) – Update
 - A mock up of the handout will be shared in June
 - A copy of the Early Career Membership slide to accompany presentations to students will be shared in June
4. Outreach to participating non-members
 - a. Draft message
 - Edits are to be emailed to Jennifer prior to the June meeting
 - Jennifer to work with S. Erck on the process for emailing out after chapter meetings and webinars to participating non-members
5. Other Information & Announcements
6. Next Meeting – Thursday, June 3rd at 11:00 a.m.

Tabled Items:

Member retention

- CMTA methods of retaining members
- tying member account updates to job postings
- membership scholarships (harder to bring members back than to sacrifice funds upfront and keep their membership)
- cleaning up bad data
- maintaining contact with people who retire or change jobs by including a personal email in the CSMFO profile (renewals would go to professional and personal email addresses)
- advertise membership renewal directly to the agencies, in addition to the individual members

Mentorship Circles

Better communication on virtual chapter meetings