



California Municipal Treasurers Association Board of Directors Meeting

Date: Wednesday, May 16, 2018
 Time: 1:00 p.m. – 2:00 p.m.
 Call-In: 1-669-900-6833
 Meeting ID: 456 929 578 #

AGENDA

- I. CALL TO ORDER
- II. APPROVAL OF THE AGENDA
- III. ROLL CALL

	President	Dan Matusiewicz, CCMT
	President-Elect	Donald Patterson, CCMT
	Secretary	Jennifer Leisz
	Treasurer	Dana Cortez, CCMT
	Past President	Rudy Livingston, CCMT
	Division 1 – North	Tracey Angelo, CCMT
	Division 2 – South	Michael Solorza

IV. COMMITTEE CHAIRS, STAFF AND GUESTS

	Education and Certification	Vacant
	Investment Policy Certification Subcommittee Chair	Shaun Farrell, CCMT
	Certification CCMT and CTC Subcommittee Chair	Ernestine Jones, CCMT?
	Education Subcommittee Chair	Susan Munson - Proposed
	Membership	VACANT
	Communications	Margaret Moggia - Proposed
	Commercial Associate Liaison	Kyle Tanaka
	Commercial Associate Member	Greg Whipple
	Revenue and Taxation Policy Committee Representative	John Adams
	Meetings and Membership Specialist	Yelena Martynovskaya
	Meetings and Membership Assistant	Kristy Schrimsher

V. CONSENT CALENDAR

A. MINUTES FROM THE APRIL 19, 2018, BOARD OF DIRECTORS MEETING

Recommended Action:
 Approve and file.

B. FINANCIAL REPORT AS OF APRIL 30, 2018

Summary:
 Review and discuss financial position and YTD financial activity
Recommended Action:
 Approve and file.

VI. ACTION ITEMS

A. MONTHLY MEETINGS

Summary:

Discuss target timing of agenda topics, agendas and general governance of committees.

Recommended Action:

Discussion only

B. COMMITTEE APPOINTMENTS

Summary:

Discuss committee vacancies, consider appointments and commercial participation

Recommended Action:

Discuss and approve as appropriate

C. STANDING RULES

Summary:

Review Proposed

D. ASSOCIATION MANAGER CONTRACT

Summary:

Association Management contract is up for approval.

Recommended Action:

Consider an ad hoc committee to review Smith Moore contract

E. BUDGET QUESTIONS AND BUDGET ADOPTION

Summary:

Discuss Budget Unanswered Budget Questions from April Meeting

Recommended Action:

Approve and file or consider ad hoc committee to finalize budget questions

VII. COMMITTEE REPORTS

A. EDUCATION AND CERTIFICATION

VACANT

**1. INVESTMENT POLICY CERTIFICATION
SUBCOMMITTEE**

SHAUN FARRELL

2. CERTIFICATION CCMT AND CTC SUBCOMMITTEE

ERNESTINE JONES?

B. EDUCATION SUBCOMMITTEE

VACANT

C. MEMBERSHIP

VACANT

D. COMMUNICATIONS

MARGARET MOGGIA

E. COMMERCIAL ASSOCIATE LIAISON

KYLE TANAKA

**F. REVENUE AND TAXATION POLICY COMMITTEE
REPRESENTATIVE**

JOHN ADAMS

VIII. ITEMS FOR FUTURE CONSIDERATION

IX. NEXT BOARD MEETINGS

JUNE 20, 2018
JULY 18, 2018
AUGUST 15, 2018
SEPTEMBER 19, 2018
OCTOBER 17, 2018
NOVEMBER 21, 2018
DECEMBER 19, 2018

X. ADJOURN

ATTACHMENT A
Draft Minutes April 19, 2018



California Municipal Treasurers Association

Board of Directors Meeting

Date: Thursday, April 19, 2018

Time: 3:00 p.m. – 4:30 p.m.

Minutes

President Rudy Livingston welcomed the board members, staff and guests and called the meeting to order at 3:02 pm.

Roll Call

x	President	Rudy Livingston, CCMT
x	President-Elect	Dan Matusiewicz, CCMT
x	Secretary	Jennifer Leisz
x	Treasurer	Dana Cortez, CCMT
x	Past President	Margaret Moggia, CTC
x	Division 1 – North	Tracey Angelo, CCMT
x	Division 2 – South	Michael Solorza

Committee Chairs, Staff and Guests:

x	Education & Certification	Tracey Angelo, CCMT
x	Investment Policy Certification Subcommittee Chair	Shaun Farrell, CCMT
x	Certification CCMT & CTC Subcommittee Chair	Ernestine Jones, CCMT
x	Education Subcommittee Chair	Tracey Angelo, CCMT
	Membership	Israel Garza, CCMT
x	Communications	Donald Patterson, CCMT
x	Commercial Associate Liaison	Jaime Picunko
	Commercial Associate Member	Kyle Tanaka
x	Revenue and Taxation Policy Committee Representative	John Adams
x	Meetings and Membership Specialist	Yelena Martynovskaya
x	Meetings and Membership Assistant	Kristy Schrimsher

Consent Calendar

The board reviewed the minutes from the March 15, 2018 Board of Directors Meeting as well as the Financial Report from March 31, 2018. The board discussed the amount of cash in the general account and the process of possibly moving funds to LAIF. The treasurer will follow up with Sandy Goree at SMA about LAIF.

Dan Matusiewicz moved to approve March minutes and March financials. Margaret Moggia seconded the motion. March, 2018 minutes and March 2018 financials were approved.

Action Items

1. Standing Rules and Bylaws

The board approved the latest and final version of the Standing Rules and Rudy reported that bylaws need to be updated to reflect the changes, and to go out for a membership vote. Margaret reported that the board needs to agree on all of the bylaws changes and then the changes will need to be sent to membership thirty (30) days prior to electronic voting. John congratulated the committee on accomplishing the update of the Standing Rules and reminded the board that the document needs to be reviewed by the board on a yearly basis.

Margaret Moggia moved to approve the edits to the Standing Rules. Dana Cortez seconded the motion. The motion was approved

Margaret Moggia moved to approve the edits to the Bylaws. Tracey Angelo seconded the motion. The motion was approved

2. Elections

Rudy reported that the election turnout for the two board positions for the 2018-2019 year was small and only 26 members have voted. The board discussed that while the voter turnout is low historically, the fact that there was only one candidate for each board position may have played a role. Margaret also stressed that weekly emails need to be sent to the membership about the elections.

3. CMTA 2018-2019 Budget

Dana reported that she had worked with SMA on the first draft of the budget, which is included in the board packet. Dana reported that she discussed the increase in revenue for the next fiscal year and the suggestions provided by SMA which were increasing government registration rates for the Annual Conference as well as increasing the number of government members. Dana reported that during the discussion with SMA she had looked at the conference registration rates for other similar associations and noted that CMTA rates are comparatively low. Dana also reported that the suggestion to increase government rates came from the increasing hotel costs. The board reviewed the budget and asked Dana to work closely with SMA to provide more details about the conference and membership revenue and how the numbers in the budget were calculated, specifically the \$51K in conference income. The board also asked for Teri Anticevich' input on the Annual Conference portion of the budget. Dan also requested the summary of the workshop attendance and revenue to determine whether the current certification program is bringing in revenue.

Margaret reported that there needs to be more involvement on a committee level and that the board needs to see the specifics of the certification program. Tracey and Ernestine reported that they have been working with Susan Munson, Fixed Income Academy, and have ideas about how to move forward with education. Shaun reported that in 2017 there have been 21 investment policies submitted and that his committee has been very active. Rudy also reported that he, Dan and Margaret will meet during the 2018 Annual Conference in Oakland to review the contract with SMA for administrative services, the current contract is set to expire June 30, 2018.

4. **2018 Annual Conference**

Rudy provided a brief report on the upcoming conference and confirmed that there will be ribbons available at registration for the first-time attendees. Rudy asked the board to make sure to connect with the first-time attendees during the conference, make them feel included and encourage them to be proactive in the association.

Information and Activities Reports

Membership Report

The board reviewed the membership report and asked for the dates to be listed on a quarterly basis.

League's Revenue & Taxation Update

John presented an oral report.

Meeting adjourned at 4:20 pm.

Respectfully submitted,

Yelena Martynovskaya
Meeting & Membership Specialist

ATTACHMENT B
April 2018 Financials

CMTA
Balance Sheet
As of April 30, 2018

	<u>Apr 30, 18</u>	<u>Apr 30, 17</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
1010000 · Cash and cash equivalents			
1010400 · General - Chase-8076	86,177.33	90,640.34	-4,463.01
1010500 · Education - Chase	7,534.12	7,534.12	0.00
Total 1010000 · Cash and cash equivalents	<u>93,711.45</u>	<u>98,174.46</u>	<u>-4,463.01</u>
1020000 · Investments			
1020100 · LAIF	47,455.17	46,900.92	554.25
Total 1020000 · Investments	<u>47,455.17</u>	<u>46,900.92</u>	<u>554.25</u>
Total Checking/Savings	141,166.62	145,075.38	-3,908.76
Accounts Receivable			
1040000 · Quick Books Accounts receivable	195.00	1,213.00	-1,018.00
Total Accounts Receivable	<u>195.00</u>	<u>1,213.00</u>	<u>-1,018.00</u>
Other Current Assets			
1040100 · YourMembership AR	17,951.00	15,799.00	2,152.00
1049000 · Undeposited funds	799.00	50.00	749.00
1070000 · Prepaid expenses	4,258.75	4,731.31	-472.56
Total Other Current Assets	<u>23,008.75</u>	<u>20,580.31</u>	<u>2,428.44</u>
Total Current Assets	<u>164,370.37</u>	<u>166,868.69</u>	<u>-2,498.32</u>
TOTAL ASSETS	<u>164,370.37</u>	<u>166,868.69</u>	<u>-2,498.32</u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Other Current Liabilities			
2030000 · Other liabilities			
Sales tax payable	41.58	23.17	18.41
Total 2030000 · Other liabilities	<u>41.58</u>	<u>23.17</u>	<u>18.41</u>
Total Other Current Liabilities	<u>41.58</u>	<u>23.17</u>	<u>18.41</u>
Total Current Liabilities	<u>41.58</u>	<u>23.17</u>	<u>18.41</u>
Total Liabilities	41.58	23.17	18.41
Equity			
3700000 · Retained Earnings	-70.00	0.00	-70.00
3740000 · General fund	71,121.66	97,931.29	-26,809.63
3750000 · M Woodward Memorial Education	18,910.00	18,910.00	0.00
Net Income	<u>74,367.13</u>	<u>50,004.23</u>	<u>24,362.90</u>
Total Equity	<u>164,328.79</u>	<u>166,845.52</u>	<u>-2,516.73</u>
TOTAL LIABILITIES & EQUITY	<u>164,370.37</u>	<u>166,868.69</u>	<u>-2,498.32</u>

CMTA
Profit & Loss
July 2017 through April 2018

	<u>Jul '17 - Apr 18</u>	<u>Jul '16 - Apr 17</u>	<u>\$ Change</u>
Income			
4010000 · Membership dues	59,786.66	61,040.00	-1,253.34
4500000 · Program services	151,888.12	171,656.83	-19,768.71
4980000 · Interest	554.25	303.45	250.80
4999999 · Other	0.00	0.00	0.00
Total Income	<u>212,229.03</u>	<u>233,000.28</u>	<u>-20,771.25</u>
Gross Profit	212,229.03	233,000.28	-20,771.25
Expense			
Prepaid expenseses	0.00	0.00	0.00
5010000 · Management and general	76,386.94	102,034.10	-25,647.16
5050000 · Program services expenses	61,474.96	80,961.95	-19,486.99
Total Expense	<u>137,861.90</u>	<u>182,996.05</u>	<u>-45,134.15</u>
Net Income	<u><u>74,367.13</u></u>	<u><u>50,004.23</u></u>	<u><u>24,362.90</u></u>

CMTA
Profit & Loss Prev Year Comparison
July 2017 through April 2018

	<u>Jul '17 - Apr 18</u>	<u>Jul '16 - Apr 17</u>	<u>\$ Change</u>	<u>% Change</u>
Income				
4010000 · Membership dues				
4010100 · Dues (Public)	51,526.66	51,620.00	-93.34	-0.18%
4010200 · Dues (commercial)	8,200.00	9,360.00	-1,160.00	-12.39%
4010400 · Dues (Alumni)	60.00	60.00	0.00	0.0%
Total 4010000 · Membership dues	<u>59,786.66</u>	<u>61,040.00</u>	<u>-1,253.34</u>	<u>-2.05%</u>
4500000 · Program services				
4510000 · Certification				
4510100 · Investment Policy Application	2,975.00	1,925.00	1,050.00	54.55%
4510200 · CCMT- Certified CA Municipal T.	0.00	35.00	-35.00	-100.0%
4510400 · Certification program app. fee	255.00	825.00	-570.00	-69.09%
4510000 · Certification - Other	25.00	25.00	0.00	0.0%
Total 4510000 · Certification	<u>3,255.00</u>	<u>2,810.00</u>	<u>445.00</u>	<u>15.84%</u>
4520000 · Education				
4520300 · Essentials Workshop	0.00	29,945.00	-29,945.00	-100.0%
4520400 · Advanced Workshop	13,000.00	0.00	13,000.00	100.0%
Total 4520000 · Education	<u>13,000.00</u>	<u>29,945.00</u>	<u>-16,945.00</u>	<u>-56.59%</u>
4530000 · Publications				
4530100 · Handbook	48.62	334.83	-286.21	-85.48%
4530300 · Job Ads	1,425.00	2,550.00	-1,125.00	-44.12%
Total 4530000 · Publications	<u>1,473.62</u>	<u>2,884.83</u>	<u>-1,411.21</u>	<u>-48.92%</u>
4560000 · Annual Conference				
4560100 · Registrations				
4560110 · Active Members	42,111.00	60,257.00	-18,146.00	-30.11%
4560120 · Commercial Associates	13,967.50	17,060.00	-3,092.50	-18.13%
Total 4560100 · Registrations	<u>56,078.50</u>	<u>77,317.00</u>	<u>-21,238.50</u>	<u>-27.47%</u>
4560200 · Sponsors/ Exhibitors				
4560210 · Exhibit Sponsor	0.00	8,500.00	-8,500.00	-100.0%
4560200 · Sponsors/ Exhibitors - Other	78,081.00	50,200.00	27,881.00	55.54%
Total 4560200 · Sponsors/ Exhibitors	<u>78,081.00</u>	<u>58,700.00</u>	<u>19,381.00</u>	<u>33.02%</u>
Total 4560000 · Annual Conference	<u>134,159.50</u>	<u>136,017.00</u>	<u>-1,857.50</u>	<u>-1.37%</u>
Total 4500000 · Program services	<u>151,888.12</u>	<u>171,656.83</u>	<u>-19,768.71</u>	<u>-11.52%</u>
4980000 · Interest	554.25	303.45	250.80	82.65%
4999999 · Other	0.00	0.00	0.00	0.0%
Total Income	<u>212,229.03</u>	<u>233,000.28</u>	<u>-20,771.25</u>	<u>-8.92%</u>
Gross Profit	<u>212,229.03</u>	<u>233,000.28</u>	<u>-20,771.25</u>	<u>-8.92%</u>
Expense				
Prepaid expenses	0.00	0.00	0.00	0.0%
5010000 · Management and general				
5010100 · Audit	490.00	12,120.00	-11,630.00	-95.96%
5010200 · Board meetings	0.00	13,364.16	-13,364.16	-100.0%
5010300 · In House Printing	59.70	140.97	-81.27	-57.65%
5010310 · Storage	184.70	175.86	8.84	5.03%
5010400 · Contract Services				
5010420 · Website update and maintenance	5,500.73	5,305.73	195.00	3.68%
5010430 · SMA - AMC	61,880.20	60,489.00	1,391.20	2.3%

CMTA
Profit & Loss Prev Year Comparison
July 2017 through April 2018

	<u>Jul '17 - Apr 18</u>	<u>Jul '16 - Apr 17</u>	<u>\$ Change</u>	<u>% Change</u>
Total 5010400 · Contract Services	67,380.93	65,794.73	1,586.20	2.41%
5010600 · Insurance	3,144.18	1,697.77	1,446.41	85.2%
5010800 · Taxes and Filings	20.00	327.00	-307.00	-93.88%
5010900 · Postage	218.29	769.47	-551.18	-71.63%
5011200 · Telecommunications				
5011210 · Internet services	105.00	151.85	-46.85	-30.85%
5011220 · Telephone	435.49	1,974.76	-1,539.27	-77.95%
5011200 · Telecommunications - Other	0.00	0.00	0.00	0.0%
Total 5011200 · Telecommunications	<u>540.49</u>	<u>2,126.61</u>	<u>-1,586.12</u>	<u>-74.58%</u>
5011300 · Supplies	31.13	0.00	31.13	100.0%
5011500 · Bank and Merchant Fees				
5011510 · Bank Fees	47.85	0.00	47.85	100.0%
5011520 · Merchant Fees	4,269.67	5,517.53	-1,247.86	-22.62%
Total 5011500 · Bank and Merchant Fees	<u>4,317.52</u>	<u>5,517.53</u>	<u>-1,200.01</u>	<u>-21.75%</u>
Total 5010000 · Management and general	<u>76,386.94</u>	<u>102,034.10</u>	<u>-25,647.16</u>	<u>-25.14%</u>
5050000 · Program services expenses				
5051000 · Certification				
5051100 · Investment Policy Application	41.09	457.88	-416.79	-91.03%
5051500 · FIA Contract MOU	5,000.00	0.00	5,000.00	100.0%
5052100 · CCMT/CTC Expenses	0.00	396.28	-396.28	-100.0%
5051000 · Certification - Other	0.00	32.56	-32.56	-100.0%
Total 5051000 · Certification	<u>5,041.09</u>	<u>886.72</u>	<u>4,154.37</u>	<u>468.51%</u>
5053000 · Education				
5520300 · Essential Workshop Expenses	0.00	25,462.08	-25,462.08	-100.0%
5520400 · Advanced Workshop Expenses	7,437.45	289.78	7,147.67	2,466.59%
Total 5053000 · Education	<u>7,437.45</u>	<u>25,751.86</u>	<u>-18,314.41</u>	<u>-71.12%</u>
5054000 · Publications				
5054300 · Printing - General	0.65	213.98	-213.33	-99.7%
Total 5054000 · Publications	<u>0.65</u>	<u>213.98</u>	<u>-213.33</u>	<u>-99.7%</u>
5056000 · Annual Conference				
5056250 · Banquet - Entertainment, Decor.	48,212.00	10,598.07	37,613.93	354.91%
5056300 · Gifts & Mementos				
5056310 · Speaker, Sponsor, Board	0.00	1,584.56	-1,584.56	-100.0%
Total 5056300 · Gifts & Mementos	<u>0.00</u>	<u>1,584.56</u>	<u>-1,584.56</u>	<u>-100.0%</u>
5056400 · Food and Beverage - Hotel	0.00	36,370.13	-36,370.13	-100.0%
5056525 · Lodging/Travel				
505626 · Board	605.95	0.00	605.95	100.0%
505627 · Staff	113.98	0.00	113.98	100.0%
5056525 · Lodging/Travel - Other	0.00	534.22	-534.22	-100.0%
Total 5056525 · Lodging/Travel	<u>719.93</u>	<u>534.22</u>	<u>185.71</u>	<u>34.76%</u>
5056700 · Printing	42.32	0.00	42.32	100.0%
5056750 · Speaker Expense	0.00	5,000.00	-5,000.00	-100.0%
5056800 · Supplies	21.52	22.41	-0.89	-3.97%
Total 5056000 · Annual Conference	<u>48,995.77</u>	<u>54,109.39</u>	<u>-5,113.62</u>	<u>-9.45%</u>
Total 5050000 · Program services expenses	<u>61,474.96</u>	<u>80,961.95</u>	<u>-19,486.99</u>	<u>-24.07%</u>
Total Expense	<u>137,861.90</u>	<u>182,996.05</u>	<u>-45,134.15</u>	<u>-24.66%</u>
Net Income	<u><u>74,367.13</u></u>	<u><u>50,004.23</u></u>	<u><u>24,362.90</u></u>	<u><u>48.72%</u></u>

CMTA
Profit & Loss Budget Performance
April 2018

	Apr 18	Jul '17 - Apr 18	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Income						
4010000 · Membership dues						
4010100 · Dues (Public)	441.66	51,526.66	52,845.00	-1,318.34	97.51%	53,000.00
4010200 · Dues (commercial)	205.00	8,200.00	9,795.00	-1,595.00	83.72%	10,000.00
4010400 · Dues (Alumni)	0.00	60.00	180.00	-120.00	33.33%	180.00
4010000 · Membership dues - Other	0.00	0.00	0.00	0.00	0.0%	0.00
Total 4010000 · Membership dues	646.66	59,786.66	62,820.00	-3,033.34	95.17%	63,180.00
4500000 · Program services						
4510000 · Certification						
4510100 · Investment Policy Application	505.00	2,975.00	1,450.00	1,525.00	205.17%	1,750.00
4510200 · CCMT- Certified CA Municipal T.	0.00	0.00	250.00	-250.00	0.0%	300.00
4510300 · CTC- Certified CA Treasury Crt	0.00	0.00	250.00	-250.00	0.0%	300.00
4510400 · Certification program app. fee	50.00	255.00				
4510000 · Certification - Other	0.00	25.00	0.00	25.00	100.0%	0.00
Total 4510000 · Certification	555.00	3,255.00	1,950.00	1,305.00	166.92%	2,350.00
4520000 · Education						
4520200 · Educational support	0.00	0.00	3,330.00	-3,330.00	0.0%	4,000.00
4520300 · Essentials Workshop	0.00	0.00	0.00	0.00	0.0%	0.00
4520400 · Advanced Workshop	0.00	13,000.00	25,000.00	-12,000.00	52.0%	25,000.00
Total 4520000 · Education	0.00	13,000.00	28,330.00	-15,330.00	45.89%	29,000.00
4530000 · Publications						
4530100 · Handbook	0.00	48.62	500.00	-451.38	9.72%	600.00
4530300 · Job Ads	225.00	1,425.00	630.00	795.00	226.19%	750.00
4540000 · Newsletter	0.00	0.00	0.00	0.00	0.0%	0.00
4540100 · Website	0.00	0.00	0.00	0.00	0.0%	0.00
Total 4530000 · Publications	225.00	1,473.62	1,130.00	343.62	130.41%	1,350.00
4550000 · Scholarship						
4550100 · Woodward Memorial Scholarship	0.00	0.00	0.00	0.00	0.0%	500.00
4550200 · Vincent Amado Scholarship	0.00	0.00	0.00	0.00	0.0%	1,500.00
Total 4550000 · Scholarship	0.00	0.00	0.00	0.00	0.0%	2,000.00
4560000 · Annual Conference						
4560100 · Registrations						
4560110 · Active Members	5,940.00	42,111.00	45,000.00	-2,889.00	93.58%	45,000.00
4560120 · Commercial Associates	5,615.00	13,967.50	22,800.00	-8,832.50	61.26%	22,800.00
4560130 · Additional Meals	0.00	0.00	0.00	0.00	0.0%	0.00
4560300 · Pre-Conference Seminar	0.00	0.00	4,500.00	-4,500.00	0.0%	4,500.00
4560100 · Registrations - Other	0.00	0.00	0.00	0.00	0.0%	0.00
Total 4560100 · Registrations	11,555.00	56,078.50	72,300.00	-16,221.50	77.56%	72,300.00
4560200 · Sponsors/ Exhibitors						
4560220 · Exhibit - Sponsor	0.00	0.00	0.00	0.00	0.0%	0.00
4560210 · Exhibit Sponsor	0.00	0.00	65,000.00	-65,000.00	0.0%	65,000.00
4560200 · Sponsors/ Exhibitors - Other	3,181.00	78,081.00	0.00	78,081.00	100.0%	0.00
Total 4560200 · Sponsors/ Exhibitors	3,181.00	78,081.00	65,000.00	13,081.00	120.13%	65,000.00
4560000 · Annual Conference - Other	0.00	0.00	0.00	0.00	0.0%	0.00
Total 4560000 · Annual Conference	14,736.00	134,159.50	137,300.00	-3,140.50	97.71%	137,300.00
Total 4500000 · Program services	15,516.00	151,888.12	168,710.00	-16,821.88	90.03%	172,000.00
4600000 · Division Income	0.00	0.00	0.00	0.00	0.0%	0.00
4980000 · Interest	175.91	554.25	125.00	429.25	443.4%	150.00
4999999 · Other	0.00	0.00	0.00	0.00	0.0%	0.00
Total Income	16,338.57	212,229.03	231,655.00	-19,425.97	91.61%	235,330.00
Gross Profit	16,338.57	212,229.03	231,655.00	-19,425.97	91.61%	235,330.00
Expense						
5010000 · Management and general						
5010100 · Audit	0.00	490.00	5,000.00	-4,510.00	9.8%	5,000.00

CMTA
Profit & Loss Budget Performance
April 2018

	Apr 18	Jul '17 - Apr 18	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
5010200 - Board meetings						
5054500 - League Advertising	0.00	0.00	830.00	-830.00	0.0%	1,000.00
5010200 - Board meetings - Other	0.00	0.00	830.00	-830.00	0.0%	1,000.00
Total 5010200 - Board meetings	0.00	0.00	1,660.00	-1,660.00	0.0%	2,000.00
5010300 - In House Printing	0.00	59.70	125.00	-65.30	47.76%	150.00
5010310 - Storage	0.00	184.70	200.00	-15.30	92.35%	250.00
5010400 - Contract Services						
5010420 - Website update and maintenance	1,375.37	5,500.73	5,000.00	500.73	110.02%	6,000.00
5010430 - SMA - AMC	6,188.02	61,880.20	60,489.00	1,391.20	102.3%	72,587.00
Total 5010400 - Contract Services	7,563.39	67,380.93	65,489.00	1,891.93	102.89%	78,587.00
5010600 - Insurance	1,965.00	3,144.18	2,100.00	1,044.18	149.72%	2,400.00
5010700 - Travel						
5010720 - Legislative	0.00	0.00	0.00	0.00	0.0%	0.00
Total 5010700 - Travel	0.00	0.00	0.00	0.00	0.0%	0.00
5010800 - Taxes and Filings	0.00	20.00	900.00	-880.00	2.22%	900.00
5010900 - Postage	0.00	218.29	830.00	-611.71	26.3%	1,000.00
5011200 - Telecommunications						
5011210 - Internet services	0.00	105.00	40.00	65.00	262.5%	100.00
5011220 - Telephone	0.00	435.49	1,325.95	-890.46	32.84%	2,000.00
5011200 - Telecommunications - Other	0.00	0.00	0.00	0.00	0.0%	0.00
Total 5011200 - Telecommunications	0.00	540.49	1,365.95	-825.46	39.57%	2,100.00
5011300 - Supplies	0.00	31.13	85.00	-53.87	36.62%	100.00
5011410 - President's fund	0.00	0.00	0.00	0.00	0.0%	0.00
5011500 - Bank and Merchant Fees						
5011510 - Bank Fees	47.85	47.85	85.00	-37.15	56.29%	100.00
5011520 - Merchant Fees	870.18	4,269.67	4,436.00	-166.33	96.25%	4,800.00
Total 5011500 - Bank and Merchant Fees	918.03	4,317.52	4,521.00	-203.48	95.5%	4,900.00
Total 5010000 - Management and general	10,446.42	76,386.94	82,275.95	-5,889.01	92.84%	97,387.00
5050000 - Program services expenses						
5051000 - Certification						
5051100 - Investment Policy Application	0.00	41.09	40.00	1.09	102.73%	40.00
5051500 - FIA Contract MOU	0.00	5,000.00				
5052100 - CCMT/CTC Expenses	0.00	0.00	2,080.00	-2,080.00	0.0%	2,500.00
5051000 - Certification - Other	0.00	0.00	410.00	-410.00	0.0%	500.00
Total 5051000 - Certification	0.00	5,041.09	2,530.00	2,511.09	199.25%	3,040.00
5052000 - Division support	0.00	0.00	0.00	0.00	0.0%	0.00
5053000 - Education						
5520300 - Essential Workshop Expenses	0.00	0.00	0.00	0.00	0.0%	0.00
5520400 - Advanced Workshop Expenses	0.00	7,437.45	21,250.00	-13,812.55	35.0%	21,250.00
Total 5053000 - Education	0.00	7,437.45	21,250.00	-13,812.55	35.0%	21,250.00
5054000 - Publications						
5054200 - Newsletter	0.00	0.00	0.00	0.00	0.0%	0.00
5054300 - Printing - General	0.00	0.65	625.00	-624.35	0.1%	750.00
Total 5054000 - Publications	0.00	0.65	625.00	-624.35	0.1%	750.00
5055000 - Woodward Memorial Scholarship						
5055100 - Woodward memorial	0.00	0.00	0.00	0.00	0.0%	500.00
Total 5055000 - Woodward Memorial Scholarship	0.00	0.00	0.00	0.00	0.0%	500.00
5056000 - Annual Conference						
5056100 - Annual conference planning	0.00	0.00	0.00	0.00	0.0%	0.00
5056200 - Audio Video	0.00	0.00	4,000.00	-4,000.00	0.0%	16,000.00
5056250 - Banquet - Entertainment, Decor.	48,212.00	48,212.00	4,000.00	44,212.00	1,205.3%	14,000.00
5056300 - Gifts & Mementos						
5056305 - Attendee	0.00	0.00	800.00	-800.00	0.0%	800.00
5056310 - Speaker, Sponsor, Board	0.00	0.00	1,600.00	-1,600.00	0.0%	1,600.00

CMTA
Profit & Loss Budget Performance
April 2018

	Apr 18	Jul '17 - Apr 18	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Total 5056300 · Gifts & Mementos	0.00	0.00	2,400.00	-2,400.00	0.0%	2,400.00
5056400 · Food and Beverage - Hotel	0.00	0.00	44,500.00	-44,500.00	0.0%	79,000.00
5056525 · Lodging/Travel						
505626 · Board	117.38	605.95	0.00	605.95	100.0%	3,500.00
505627 · Staff	0.00	113.98	0.00	113.98	100.0%	5,000.00
5056525 · Lodging/Travel - Other	0.00	0.00	0.00	0.00	0.0%	0.00
Total 5056525 · Lodging/Travel	117.38	719.93	0.00	719.93	100.0%	8,500.00
5056650 · Postage	0.00	0.00	500.00	-500.00	0.0%	1,000.00
5056700 · Printing	0.00	42.32	1,100.00	-1,057.68	3.85%	1,200.00
5056750 · Speaker Expense	0.00	0.00	0.00	0.00	0.0%	0.00
5056800 · Supplies	0.00	21.52	100.00	-78.48	21.52%	100.00
5056970 · Vince Amado Scholarship Expense	0.00	0.00	0.00	0.00	0.0%	0.00
5056000 · Annual Conference - Other	0.00	0.00	0.00	0.00	0.0%	0.00
Total 5056000 · Annual Conference	48,329.38	48,995.77	56,600.00	-7,604.23	86.57%	122,200.00
Total 5050000 · Program services expenses	48,329.38	61,474.96	81,005.00	-19,530.04	75.89%	147,740.00
Total Expense	58,775.80	137,861.90	163,280.95	-25,419.05	84.43%	245,127.00
Net Income	<u>-42,437.23</u>	<u>74,367.13</u>	<u>68,374.05</u>	<u>5,993.08</u>	<u>108.77%</u>	<u>-9,797.00</u>

CMTA A/R
April 2018

Date	Invoice -	Last Name	Organization	Amount	Invoice Items - Item Description
2/8/2018	200001679	Rodriguez	City of Santa Ana	\$ 25.00	Certification Application Fee
3/1/2018	200001774	Kim	San Diego County Treasurer-Tax Collector	\$ 75.00	Job Posting - 60 Days
2/13/2018	200001722	Wei	City of San Gabriel	\$ 24.00	Pre-Conference 1: Specialized CMTA Training: Wednesday, April 25 - Shaoyin Wei
2/16/2018	200001752	Compton	City of Paso Robles	\$ 24.00	Pre-Conference 2: Bond Market Bootcamp: Wednesday, April 25 - Mike Compton
12/27/2017	200001599	Zervis	City of Shafter	\$ 75.00	2018 Annual Conference Registration: Government - Jim Zervis
1/8/2018	200001611	Horejsi	city of Atascadero	\$ 75.00	Pre-Conference 1: Specialized CMTA Training: Wednesday, April 25 - Lynda Horejsi
2/1/2018	200001661	Chavez	City of Atascadero	\$ 75.00	Pre-Conference 1: Specialized CMTA Training: Wednesday, April 25 - Cynthia Chavez
2/1/2018	200001662	Rangel	City of Atascadero	\$ 75.00	Pre-Conference 1: Specialized CMTA Training: Wednesday, April 25 - Jeri Rangel
4/10/2018	200001850	Harding	City of Lynwood	\$ 75.00	Pre-Conference 1: Specialized CMTA Training: Wednesday, April 25 - Sheila Harding
4/2/2018	200001834	White	City and County of San Francisco	\$ 299.00	2018 Annual Conference Registration: Government - Hubert White
2/13/2018	200001722	Wei	City of San Gabriel	\$ 350.00	2018 Annual Conference Registration: Government - Shaoyin Wei
2/16/2018	200001752	Compton	City of Paso Robles	\$ 350.00	2018 Annual Conference Registration: Government - Mike Compton
4/10/2018	200001850	Harding	City of Lynwood	\$ 350.00	2018 Annual Conference Registration: Government - Sheila Harding
2/6/2018	200001669	Lin	Metropolitan Transportation Commission	\$ 454.00	2018 Annual Conference Registration: Government - Christine Lin
1/17/2018	200001635	McCarthy	Vulcan Consultants, L.L.C.	\$ 625.00	2018 Annual Conference Registration: Commercial - Kenton McCarthy
				<u>\$ 2,851.00</u>	
12/1/2017	200001585	Gervasi	Multi-Bank Securities, Inc	\$ 3,000.00	2018 Annual Conference Exhibitor: Silver
1/11/2018	200001625	Winston	FTN Financial Capital Markets	\$ 3,000.00	2018 Annual Conference Exhibitor: Platinum
1/11/2018	200001626	Winston	FTN Financial Main Street Advisors	\$ 3,000.00	2018 Annual Conference Exhibitor: Platinum
				<u>\$ 9,000.00</u>	
2/9/2018	200001686	Morgan	Promontory Interfinancial Network, LLC	\$ 3,000.00	2018 Annual Conference Exhibitor: Silver
3/30/2018	200001832	Finkelstein	Cantor Fitzgerald	\$ 3,000.00	2018 Annual Conference Exhibitor: Silver
				<u>\$ 6,000.00</u>	
				\$ 17,951.00	

CMTA
Expense Detail
April 2018

Expense	Type	Date	Num	Name	Memo	Debit	Credit
5010000 · Management and general							
5010400 · Contract Services							
5010420 · Website update and maintenance							
	Bill	04/05/2018	32014B	yourmembership.com	April to June 2018	1,375.37	
Total 5010420 · Website update and maintenance						1,375.37	0.00
5010430 · SMA - AMC							
	Bill	04/05/2018	20180333	Smith Moore & Associates, Inc.	For Administrative and Conference services.	6,188.02	
Total 5010430 · SMA - AMC						6,188.02	0.00
Total 5010400 · Contract Services						7,563.39	0.00
5010600 · Insurance							
	Bill	04/05/2018	136792946	The Hartford	Business owners renewal for policy 13679246	550.00	
	Bill	04/27/2018		Travelers	Account #4142X5185	1,415.00	
Total 5010600 · Insurance						1,965.00	0.00
5011500 · Bank and Merchant Fees							
5011510 · Bank Fees							
	Check	04/16/2018		Chase	Account Analysis Fee	47.85	
Total 5011510 · Bank Fees						47.85	0.00
5011520 · Merchant Fees							
	Check	04/02/2018		Merchant Services	April 2018 Merchant Service Fees	870.18	
Total 5011520 · Merchant Fees						870.18	0.00
Total 5011500 · Bank and Merchant Fees						918.03	0.00
Total 5010000 · Management and general						10,446.42	0.00
5050000 · Program services expenses							
5056000 · Annual Conference							
5056250 · Banquet - Entertainment, Decor.							
	Bill	04/13/2018	15414	Oakland Marriott City Center	Deposit for April 24-27	48,212.00	
Total 5056250 · Banquet - Entertainment, Decor.						48,212.00	0.00
5056525 · Lodging/Travel							
505626 · Board							
	General Journal	04/01/2018	2018-0401		Site visit - Mileage from Stockton to Oakland	117.38	
Total 505626 · Board						117.38	0.00
Total 5056525 · Lodging/Travel						117.38	0.00
Total 5056000 · Annual Conference						48,329.38	0.00
Total 5050000 · Program services expenses						48,329.38	0.00
Total Expense						58,775.80	0.00
Net Income						58,775.80	0.00

ATTACHMENT C
CMTA Standing Rules Revised 2018

CALIFORNIA MUNICIPAL TREASURERS ASSOCIATION

STANDING RULES

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CALIFORNIA MUNICIPAL TREASURERS ASSOCIATION

STANDING RULES

SECTION I. GENERAL OPERATING POLICIES

California Municipal Treasurers Association (CMTA) is a professional association whose mission is to lead in promoting and enhancing the fiduciary responsibility and integrity of individuals responsible for public funds. The following Standing Rules are general operating procedures for the Association.

- A. Only ACTIVE public agency members of CMTA may serve as the Chair of any committee or on the Board of Directors.
- B. Records of CMTA business sessions shall be maintained for a six-year period.
- C. The Association shall not endorse any candidate for public office.
- D. Insurance bond coverage shall be maintained for errors and omissions and general liability.
- E. It is the policy of CMTA not to endorse any privately delivered product, commodity, or service. CMTA on occasion partners with commercial providers to meet the mission of the Association.
- F. In accordance with the Code of Professional Conduct, adopted by the general membership, member cities may request assistance from CMTA to review and evaluate their existing treasurer management policies, procedures and practices. Such requests shall be submitted in writing by the governing body of the member agency to the Board of Directors, who will consider the merits of the request and determine the appropriate level of response.
- G. A Retirement Certificate of Appreciation may be presented to a Treasurer vacating the office of City Treasurer, whether voluntarily or involuntarily, provided that at the time of such vacation of post said Treasurer is a member in good standing.
- H. The Board of Directors shall establish the fee for the Treasurer and the Law handbook.
- I. The Board shall engage an independent auditor who shall verify the financial transactions of the association through a review or compilation of the financial statements. Every third year, an audit shall be performed and the CPA shall render an opinion on the financial statements.
- J. The President of the Association shall be the official spokesperson.

SECTION II. STATE OFFICERS ROLES & RESPONSIBILITIES

A. President

1. In accordance with the By-Laws Article VI, Section 4 the President shall perform the duties of Chief Executive Officer of the Association. The President shall have general supervision, direction, and control of the business affairs of the Association. The President shall preside at the Annual Meeting of the Association and the Board of Directors meetings. The President shall appoint the chairs and members of the various Standing Committees, shall be an ex-officio member of all committees except the Nominating Committee, and cause to be performed all other matters necessary for the prudent conduct of the Association.
2. Cause an Annual Business Meeting of the Association to be held during the annual conference.
3. Cause Board Meetings to occur at such times as necessary, but not less than three times a year. Hold Special Meetings of the Association at such times and places as deemed necessary, subject to Article VIII, Section 2 of the By-Laws.
4. Appoint a member to represent CMTA on the Revenue & Taxation to the League of California Terms to coincide with the League terms and legislative calendar.
5. Participate in the administrative oversight including facilitating the completion of contracts.
6. Form, or cause to be formed, such other operating committees, as well as appoint the necessary number of Active Members to perform the charge of the committees, as are deemed necessary for the conduct of the Association's business as ratified by the Board of Directors.
7. Perform duties and responsibilities with ratification from the Board of Directors when required and in compliance with the Associations By-Laws, Standing Rules, Code of Ethics, and Code of Professional Conduct consistent with the CFA code of ethics.
8. Forward copies of all official correspondence written by the President to the Association's management company for CMTA's official records.
9. Make recommendations for Board approval for special recognition awards.
10. Has primary responsibility for articulating policies and procedures to the press and/or other organizations.
11. Sign letters of recognition for the Certification Subcommittee Chair to notify recipient's head of governing board, applicable mayors and councils of award of CCMT designation, CTC certification or Investment Policy certification.

12. Cause to create an annual report of activities to include such things as financial activities, committee activities and major accomplishments.
13. Coordinate with or cause Committee and Subcommittee Chairs to update their policies and procedures annually. Changes to the policies and procedures will be forwarded to the Immediate Past President and the Association's Management Company.
14. Review annually and update as needed the policies and procedures governing this position. Changes to the policies and procedures will be forwarded to the Immediate Past President and Association's Management Company.
15. Upon expiration of office, surrender to successor all reports, properties, and files of CMTA as soon as possible, but not later than May 1.

B. President Elect

1. In accordance with the By-Laws Article VI, Section 5, the President Elect shall perform all the duties of the President in the absence or disability of the President and other duties as assigned by the President.
2. Assist the President in all duties and responsibilities regarding CMTA.
3. Assume the office of President should the President not complete the term of office.
4. Chair the Conference Site Selection Committee, which may consist of up to three CMTA members including the President, Past President and the Association management team. The Conference Site Selection committee works with contracted conference planners to determine possible sites and to evaluate each potential site before selecting a proposed site and brings forth the recommendation to the Board for their approval. CMTA strives to hold the Annual Conference during the month of April and is generally alternated between northern and southern California for the travel convenience of the membership.
5. Coordinate with Association Management to acquire a plaque for the outgoing President.
6. In coordination with the Membership Chair, be engaged with membership development including the recruitment of new Active Members and new Commercial Associate Members in coordination with the Commercial Associate Liaison.
7. In coordination with the Communications Chair, be engaged with marketing and public relations including the development and updating of materials used to recruit new members. Also includes the development of relationships with other professional organizations, press releases, etc.

8. Participate in administrative oversight including facilitating the completion of contracts, etc. Also assists the President with developing, maintaining and/or affirming the goals of the organization and development of the strategic direction.
9. Review annually and update as needed the policies and procedures governing this position and oversee administrative activities of the organization. Changes to these policies and procedures will be forwarded to the Immediate Past President and Association Manager to present to the Board and to update.
10. Upon expiration of office, surrender to successor all reports, properties, and files of CMTA as soon as possible, but not later than May 1.

C. Immediate Past President

1. In accordance with the By-Laws Article VI, Section 8, the Immediate Past President continues to serve one additional year on the Board of Directors of CMTA. This extra year of service will ensure continuity of programs from one administration to another.
2. Inform the Board of Directors of any unfinished business from the previous year.
3. Serve as Chair of the Governance and Finance Committee and ensure Board decisions made during the year are updated in the Standing Rules.
4. Serve as Chair on By-Law changes. Refer to Article XII of the By-Laws for specific requirements on proposed changes.
5. In accordance with the By-Laws Article VII, Section 5, serve as chair of the Nominating Committee who is responsible for collecting candidates' data and submitting a proposed slate for Board offices to the CMTA Board.
 - a. By January 31, the Chair will identify a nominating committee of at least two sitting board members and two CMTA members in good standing. The Nominating committee shall determine a slate by February 28, and the election will be held by electronic means no later than March 10, and will conclude at 11:50 p.m. on March 31.
 - b. Results of the election shall be shared to the membership no later than the annual conference usually held in April.
 - c. In the event any office has not been filled, the Committee shall identify other members who are eligible and bring the recommendation to the full Board for their consideration.

- d. To the extent possible, an attempt will be made to secure interested and qualified candidates from all areas of the State, in order to give true representation to various geographical areas.
6. The Immediate Past President will assemble and review all policies and procedures governing this position received and prepare a draft of Standing Rules to the Board for their approval.
7. Upon expiration of office, surrender to successor all reports, properties, and files of CMTA as soon as possible, but not later than May 1.

D. Secretary

1. In accordance with the By-Laws Article VI, Section 6, the Secretary of CMTA ensures the Association management company maintains a record of all Board and Special Meetings, reviews the minutes prepared by the Association management company of the meetings, and prepares and/or distributes official CMTA correspondence as directed by the Board.
2. As soon as practical, but in any event prior to the next regularly scheduled or Special Board Meeting, the Secretary and/or Association Manager is to forward to the President the minutes of the prior meeting with all pertinent executed information that describes the actions taken. The Secretary and/or Association Manager will scan and forward the minutes and agenda to all Board members. Of particular importance is to establish the fact that a quorum was present, who attended, and that all action matters requiring Board approval contain the exact motion and Board vote. Of particular importance is to identify those Board members dissenting, as well as a concise statement of their concerns.
3. Take notes and review action minutes prepared by Association Manager during each Board meeting and approve available to the Board 7 days prior to the next schedule meeting following the meeting. These action minutes will reflect who has agreed to specific tasks and the agreed upon time frame for completion. Posted to website for all meetings. Assures minutes are posted to the website within 7 days of adoption.
4. At the next Board Meeting, the Secretary and/or Association Manager will amend or correct the minutes as directed by the Board. The Association Manager will maintain the approved copy of the minutes.
5. The Secretary will sign and maintain a copy of the final approved minutes.

6. The Secretary will serve as Parliamentarian and is responsible for interpreting the By-Laws and Standing Rules and for making rulings on procedural issues during Board and business meetings of CMTA. The duties of the Parliamentarian include declaring a quorum at each Board and business meeting and having the bylaws and standing rules available at every meeting.
7. When leaving office at the end of his or her elected term, the Secretary has responsibility for turning over approved minutes of the prior year's meeting to the incoming Secretary.
8. Review annually and update, as needed the policies and procedures governing all division officer duties. Changes to these policies and procedures will be forwarded to the Immediate Past President and Association Manager.
9. Report to the Board actions or other matters in the responsibility area, which are deemed appropriate.
10. Upon expiration of office, surrender to successor all reports, properties, and files of CMTA as soon as possible, but not later than May 1.

E. Treasurer

1. In accordance with By-Laws Article Vi, Section 7, the Treasurer shall monitor the Association's financial transactions. CMTA has contracted with a management company to perform the day-to-day tasks of the CMTA Treasurer. The Treasurer and/or Association Manager shall maintain and control all checking accounts with one bank in Sacramento. The Treasurer and the Association Manager will share in the responsibility for ensuring that all bank accounts are reconciled on a monthly basis and that copies of the monthly reconciliations are on file with the Association Manager for the purposes of the annual audit. The Association Manager will request that the bank mail all bank statements and canceled checks to the Association Manager.
2. The Association Manager receives and deposits monies for general operating and investment purposes and disburses all general funds.
3. At the Annual Conference, the Association Manager is responsible for obtaining new signature cards for all accounts as new officers. For the general operating types of bank accounts, the Treasurer and the President are signers on the bank accounts with two representatives of the Association Management Company.

4. The Treasurer is responsible for supervision of the Association Manager and submission of the financial report as prepared by the Association Manager to the Board of Directors at each Board meeting and at the Annual Conference to all attendees.
5. Ascertain the status of insurance coverage for the organization and the probable cost for the following year for budget purposes.
6. Coordinate preparation of and provide all officers and board members with final copies of the current approved budget. Review the budget for reasonableness and consistency with the prior year budget. Understand and be prepared to explain variances to board members when appropriate.
7. Coordinate with the Association Manager for format of revenue and expense authorization to be used.
8. Review Federal and State tax forms filed by the Association Manager.
9. Serve as Chair of the Budget Committee.
10. Review and approve a Financial Statements and supporting records prior to the annual audit of the association audit.
11. Review annually and update, as needed the policies and procedures governing all division officer duties. Changes to these policies and procedures will be forwarded to the Immediate Past President and Association Manager.
12. Upon expiration of office (no later than May 1), the Treasurer will surrender to the Association Manager all reports, properties, and files necessary for annual audit with all other reports, properties, and files submitted to successor. The Association Manager will provide a preliminary annual report to the out-going elected Treasurer prior to the formal audit.

F. Division Officers – North & South

1. Division officers will be established in accordance with By-Laws Article III, Section 3.
2. Ensure meetings are held on a regular basis and in accordance with By-Laws Article VIII, Section 3.
3. Serve on the CMTA Board as a voting member.
4. Both Division Officers will serve as members of the Membership Committee.
5. Review annually and update, as needed the policies and procedures governing all division officer duties. Changes to these policies and procedures will be forwarded to the Immediate Past President and Association Manager.

6. Upon expiration of office, surrender to successor all reports, properties and files of CMTA as soon as possible, but not later than May 1.

SECTION III. COMMITTEES

A. Certification and Education Committee Chair

1. In accordance with By-Laws Article IX, Section 4, the Certification and Education Committee Chair is responsible for coordinating the activities of the Certification, Education and Investment Policy Certification Subcommittee Chairs into a cohesive program. The Chair shall be responsible for working collaboratively with CMTA's chosen education partners including, but not limited to, identifying suitable partners, managing the contract scope of work and bring matters to the Board for their resolution.

1. Certification Subcommittee Chair

- a. The Certification Subcommittee Chair is responsible for receiving, reviewing and evaluating applications for Certification and Recertification from CMTA members.
- b. The Certification Subcommittee Chair is responsible for maintaining and updating all materials. Current information shall be maintained on the CMTA website. Accepted applications are a permanent file and should be preserved. All other applications should be preserved until the applicant is no longer an Active Member, or demonstrates no further interest (destroy at that point).
- c. Develop, revise and distribute marketing materials and proactively educate public finance and investment professionals regarding the certification programs offered by CMTA.
- d. Coordinate with the Association Management to maintain detailed records on all certification holders, including new registrations, those in progress and a list of completed certification holders.
- e. Coordinate with the Education Subcommittee Chair in the development of course materials for the specialized training. Update the list of approved courses. Incorporate any changes to instructions.
- f. Respond to member questions regarding the Certification and designation program and regularly communicate with the CMTA membership about the program.

- g. Prepare articles for the Newsletter.
- h. Prepare a progress report for each Board meeting and send it to the President and Association Manager in advance of the meeting.
- i. Prepare the annual budget request as deemed appropriate for the certification program. Submit it to the CMTA Treasurer 30 days prior to the March Board meeting, or shortly thereafter.
- j. Prepare the Certification Committee Report for the business meeting at the Annual Conference.
- k. Upon granting of Certification, the following steps shall be taken:
 - i. A confirming letter is sent to the applicant.
 - ii. A copy is sent to the President requesting a letter be sent to the applicable governing body.
 - iii. Arrange for the President to sign the CTC Certificates.
 - iv. Coordinate with the Association Manager the acquisition of plaques, and present them to the recipients at the Annual Conference.
- l. Honoring of Certification recipients:
 - i. A press release for each new certification recipient should be sent to the applicant to submit to their local newspaper.
 - ii. Each recipient should receive one (1) picture taken at the Annual conference.
 - 1. Certificate/Designation Maintenance Requirements - Ongoing CPE Credits

In order to maintain the CCMT designation, the holders must complete the recertification process. Refer to policy to determine the eligibility requirements. The Chair shall maintain and update a list of holders, their respective credits and status. The Chair shall provide each holder with a list of eligible CPE venues and credits needed on an annual basis.
 - 2. Review annually and update as needed the policies and procedures governing this certification program. Changes to the policies and procedures will be forwarded to the Immediate Past President for update and subsequent approval at a Board meeting.

3. Upon expiration of office, surrender to successor all reports, properties and files of CMTA as soon as possible, but not later than May 1.

2. Education Subcommittee Chair

- a. The Education Committee is responsible for conducting at least one combined workshop each year (beginning/intermediate or advanced). Responsible for the development and coordination of specialized training for the certification program.
- b. Plan, organize and direct the conduct of the annual workshops, including booking the sites, providing participant meals, selecting the course content, arranging for qualified speakers,
- c. Prepare an appropriate communication to encourage membership participation and attendance at the workshops with emphasis placed upon the educational and technical nature of the seminar program.
- d. Prepare the annual budget request as deemed appropriate for the certification program. Submit it to the CMTA Treasurer 30 days prior to the March Board meeting, or shortly thereafter Marcus Woodward Memorial Scholarship Funds-CMTA Annual Training:
 - i. Receive, review and award Marcus Woodward Scholarships to worthy applicants, and report to the CMTA Board the actual scholarships awarded. If an application is denied, the Board is to be informed with a brief explanation of the reason for the denial.
 - ii. *The Marcus Woodward Memorial Scholarship Fund was established by the CMTA Board of Directors in honor of Marcus' years of service and his dedication to the Treasurer's profession. Marcus served on the CMTA Board of Directors and he was instrumental in getting CMTA's education workshops off the ground. Marcus was the Treasurer of Sierra Madre prior to his death in 1980 while serving on the CMTA Board.*
- e. Vincent Amado Scholarship – Annual Conference Fee
 - i. This is a need based scholarship;
 - ii. Applicants should be an active government agency member;

- iii. Applicants can apply every other year;
 - iv. Applications are subject to approval of the Education Subcommittee Chair and Membership Chair;
 - v. Requires participation in the conference committee;
 - vi. Awards are limited to five attendees per year unless additional scholarships are authorized by both the President and President Elect;
 - vii. Does not include hotel and travel.
- f. Review education needs and make recommendations to the Board on those needs.
 - g. Present a report of education activities at the annual business meeting.
 - h. Review annually and update, as needed the policies and procedures governing this position. Changes to the policies and procedures will be forwarded to the Immediate Past President for update and subsequent approval at a Board meeting.
 - i. Upon expiration of office, surrender to successor all reports, properties and files of CMTA as soon as possible, but not later than May 1.

3. Investment Policy Certification Subcommittee

- a. The Investment Policy Certification Subcommittee shall promote the Investment Policy Certification to the membership.
- b. Agencies that submit their application and investment policy and associated fee to the Association are to be forwarded the Subcommittee chair for review.
- c. The Subcommittee chair will assemble an evaluation team to review if the policy meets the certification requirements.
- d. The Subcommittee chair will coordinate the recognition certificate to those agencies who meet the passing score.
- e. The Committee Chair shall send quarterly activity report to the President and the Association Manager to be included in the next board meeting reflecting the number of certifications received and passed.
- f. Upon expiration of office, surrender to successor all reports, properties and files of CMTA as soon as possible, but not later than May 1.

B. Governance & Finance Committee Chair

1. In accordance with the By-Laws Article IX, Section 1, the Committee should, at a minimum, consist of the Chair (Immediate Past President), Treasurer, and Secretary. In addition, the appointed representative to the League of California Cities Revenue and Taxation Policy Committee shall also been a member of the Governance and Finance Committee to review
2. Revenue and Taxation Policy Committee Representative
 - a. The Revenue and Taxation Policy Committee reviews issues related to finance administration, taxation reform, revenue needs, and revenue sources at the federal, state and local levels. The practice of the Committee is to recommend to the League board of directors preliminary positions on legislation based on existing League positions, adopted annual conference resolutions and the collective knowledge and experience of Committee members.
 - b. The appointed representative should attend all quarterly meetings and report back to the CMTA Board at the next available Board meeting.
 - c. Since the League represents cities, it is expected that expenses incurred by the appointment will be paid by their local agency.
3. Legislative Ad Hoc Committee:
 - a. At certain times, there may be legislative matters that may affect the duties and responsibilities of municipal treasurers. The President may appoint an ad hoc committee to monitor and make recommendations on proposed legislation.
 - b. Conduct Legislative Committee meetings as required.
 - c. Coordinate development of recommendations on legislation affecting the duties and responsibilities of municipal treasurers.
 - d. Present Legislative Ad Hoc Committee recommendations to the Board and/or membership for consideration.
 - e. Prepare draft letters for the President's approval regarding CMTA adopted positions on legislation for distribution to the membership.
 - f. Prepare Legislative Ad Hoc Committee reports for the CMTA newsletter.
3. The Committee shall meet as needed to review existing protocols and procedures to determine if any changes to the Standing Rules require any updates.

4. Upon expiration of office, surrender to successor all reports, properties and files of CMTA as soon as possible, but not later than May 1.

C. Membership

1. In accordance with the By-Laws Article IX, Section 2, the Membership Committee is responsible for encouraging City & County Treasurers, Special District Treasurers, and their qualified staff members, as well as Commercial representatives, to join CMTA.
2. Upon request, the Membership Chair or Division Chair will send out to prospective members (active and inactive) a CMTA introductory letter with the registration link on the CMTA website.
3. Membership changes are recorded by the Association Manager, and a status report is made at the Board meetings. Ensure that a membership roster is updated annually on the CMTA website. The Roster will contain each member's name, title, employer, address, telephone number, fax number, email address, and population of agency.
4. Suggest to retired Active Members that they become "Alumni Members" by sending a written request to the Association Manager, along with the required dues.
5. Coordinate marketing and public relations (press releases, etc.) to encourage and develop the membership base of CMTA.
6. Review annually and update, as needed the policies and procedures governing this position. Changes to these policies and procedures will be forwarded to the Immediate Past President and Association Manager.
7. Upon expiration of office, surrender to successor all reports, properties and files of CMTA as soon as possible, but not later than May 1.

D. Communications Committee

1. In accordance with the By-Laws Article IX, Section 3, the Committee and Chair are primarily responsible for outreach to existing members through the organization's website and periodic newsletter.
2. Duties include the following:
 - a. Ensure that www.cmta.org is continuously up-to-date.
 - i. The Chair shall coordinate all requests with the Association Manager to add and delete information on the CMTA Web site. The Chair, Association Manager, and

- other designated committee members shall have access to update the website. The Chair, with the Association Manager, will coordinate website updates.
- ii. The Chair will coordinate with the Board the posting of new types of materials or resources or the creation of new website features.
 - iii. Perform an annual comprehensive website review to identify new opportunities for the use of the website and to consider revising or eliminating underutilized sections.
 - iv. The Association Manager shall provide the Chair and President monthly website usage reports.
- b. Prepare a periodic newsletter.
- i. The newsletter shall promote upcoming organization sponsored events, highlight organization-sponsored events of the past quarter, promote resources available to members, and feature articles of interest to members.
 - ii. The newsletter will be published in electronic format and the Association Manager will email members when it is available on the organization's website.
 - iii. The Chair and Committee will actively seek sponsors for the newsletter and identify advertising opportunities. The Committee will draft and maintain a policy related to sponsorships and advertising to be approved by the Board.
3. Review annually and update as needed the policies and procedures governing this position. Changes to the policies and procedures will be forwarded to the Immediate Past President and Association Manager.
 4. Upon expiration of office, surrender to successor all reports, properties, and files of CMTA as soon as possible, but not later than May 1.

SECTION IV. EXPENSE REIMBURSEMENT

- A. Members of the Board of Directors and Committee Chairs whose attendance is requested by the President, shall have the following expenses paid for by the Association (provided the expense is not paid by the member's agency):
 - 1. Travel expenses:
 - a. The cost of a round trip economy or coach fare only. The member should make every effort to make reservations early in order to obtain the lowest fare possible. Travel by land at the current IRS standard mileage rate.
 - b. Other incidental and necessary expenses, such as airport parking, taxis, and airport limousine service and rental cars will also be reimbursed.
 - 2. All necessary and valid expenses of the President to attend any seminar, conference or board meeting sponsored by CMTA will be borne by CMTA.
 - 3. All necessary and valid expenses of the President to attend any seminar or conference such as APT/US&C, CSMFO or County Treasurers Association of California as a representative of CMTA shall be borne by CMTA.

SECTION V. COMMERCIAL ASSOCIATES

A. Role of the Commercial Associates

- 1. CMTA values its relationship between its government and commercial members to mutually support CMTA and the treasury role at public agencies.
- 2. Commercial Association Liaison
 - a. In accordance with By-Laws Article IX, Section 5, the Commercial Associate Members will reorganize to select a Commercial Associate Liaison to represent the commercial vendor interests and actively support CMTA activity at the annual conference.
 - b. The Commercial Associate liaison is encouraged to assist the Executive Board of CMTA on all activities where commercial associates could to be involved that supports the strategic direction of the organization.
 - c. Coordinates with the CMTA Executive Board of support/sponsorships at all levels (annual conference, division meetings, newsletter, and educational seminars).

- d. Ensure that Commercial Associate members are aware of certain policies and procedures set forth by the Executive Board.
 - e. Give input and insight to the Executive Board from the Commercial Associates on matters and concerns that affect them, and to give the same to the Associates from the Executive Board (i.e., legislation, membership, etc.).
3. Commercial associate participation.
- a. Commercial associates are encouraged to participate in standing committees such as Membership, Communications, and Certification and Education to increase the knowledge and awareness of CMTA. The respective Chairs of each standing committee will determine the committee makeup and work through the Commercial Associate Liaison to identify interested commercial associates.
 - b. May participate in the Annual Conference Planning Committee at the invitation of the incoming CMTA president.
 - c. Encouraged to write news articles for CMTA's newsletters.
 - d. Support educational seminars/webinars with no vendor marketing.
 - e. During Association functions, no invitations are to be extended by Commercial Associates that would take members away from organized activities.
 - f. Working through the Commercial Association Liaison, bring forth pending legislation to the Executive Board of CMTA to discuss impact to the membership and next steps.

SECTION VI. ASSOCIATION MANAGER DUTIES

The Consultant shall perform all the duties and services specifically set forth in the area of Association Management Services. Consultant shall provide such other services, as it deems necessary or advisable, or are reasonable and necessary to accomplish the intent of this agreement in a manner consistent with the standards and practice of services prevailing at the time such services are rendered to CMTA.

CMTA may, with the concurrence of Consultant, expand this agreement to include any additional services ("Extra Work") not specifically identified within the terms of this agreement.

Detailed Scope of Services

- 1. General Administration
 - a. Maintain office in Sacramento, California.

- b. Maintain dedicated incoming telephone lines.
 - c. Provide a dedicated voicemail box.
 - d. Provide fax and mailing address.
 - e. Provide day-to-day administration of CMTA.
 - f. Maintain association records, including insurance policies, bylaws, minutes, etc.
 - g. Partnership building between CMTA and industry associations.
 - h. Provide information necessary to complete Form 700 to Board members by March 31.
2. Board and Committee Meetings
- a. Develop, plan and execute Board meetings.
 - b. Develop and distribute meeting materials as requested.
 - c. Prepare and distribute minutes of Board meetings.
 - d. Process and administer Board elections in accordance with governing documents.
 - e. Provide staff support for all Board meetings as requested.
 - f. Draft policies and procedures, as requested, for Board approval.
3. Financial Planning and Management
- a. Maintain all financial records.
 - b. Prepare monthly reports for the Board.
 - c. Develop annual budget in conjunction with CMTA Treasurer.
 - d. Keep track of accounts receivable, including membership dues.
 - e. Prepare all bank statement reconciliations.
 - f. Assist association CPA in filing of all applicable federal and state tax forms.
 - g. Annually prepare, file and distribute 1099s.
 - h. Assist in preparation of audits and reviews, as requested.
4. Membership
- a. Maintain association database, including making timely updates to keep member information current.
 - b. Correspond with the membership as requested.
 - c. Respond to member inquiries on a timely basis.

- d. Invoice members for association membership dues; follow up as necessary to work toward an 85 percent retention rate and report to the Board of Directors.
 - e. Process new membership applications, including sending out new member materials.
 - f. Handle registration process for Division meetings.
 - g. Work with Membership Committee to prepare and distribute membership recruitment materials.
 - h. Maintain online membership directory.
5. Communications and Publications
- a. Proofread all materials.
 - b. Oversee editorial content, design and production of CMTA's quarterly Newsletter
 - c. Work with appropriate committee and/or Board members to ensure the inclusion of timely information in the quarterly newsletter.
 - d. Post electronic newsletter on the CMTA website.
 - e. Distribute an electronic notice to all CMTA members regarding the online publication of the quarterly newsletter.
 - f. Maintain association website.
 - g. Update and maintain social media outlets with relevant industry news and association updates.
 - h. Develop and distribute membership directory and provide membership updates electronically as requested.
 - i. Advertising sales and management for newsletter and website.
6. Conference and Professional Development Offerings
- a. Manage online registration process, including accounting.
 - b. Prepare registration materials, including name badges, tickets, ribbons, etc.
 - c. Provide up to two (2) onsite staff.
 - d. Work with Annual Conference committees as appropriate to establish a timeline for tasks associated with the planning of the conference.

- e. Organize all speaker materials, including distributing speaker confirmations, establishing audio-visual needs, collecting presentations, biographies and pictures, making hotel arrangements, etc.
- f. Coordinate the publication of the conference brochure, including drafting the text and collecting course descriptions.
- g. Distribute promotional materials electronically to database contacts as provided.
- h. Coordinate, promote and sell exhibit space to vendors.
- i. Work with confirmed exhibitors and sponsors to ensure accurate and prompt registration.
- j. Collect exhibitor and sponsor logos and ads, as appropriate, for coordination in printed materials.
- k. Design exhibitor floor plan in coordination with hotel and assigning booths.
- l. Order board, attendee and speaker giveaways, such as tote bags, as directed by the committee or item sponsor.
- m. Responsible for all hotel logistics, including BEOs, selecting menus, room block management, etc.
- n. Production of awards, certificate and plaques.
- o. As a subcontractor to the Association Manager or as a direct vendor relationship will provide the following for the annual conference:
 - i. Negotiate final contract with selected hotel to ensure concessions, room rate, etc. is the “best deal” for CMTA and its attendees.
 - ii. Conference logistics – liaison with hotel to develop program flow (session placement, etc.) AV, exhibit hall and prepare BEOs for all necessary functions.
 - iii. Attend pre-conference meetings with hotel staff to go through event prior to start.
 - iv. Onsite hotel contact person. Ensure event runs smoothly, troubleshooting with property, AV provider, etc.
 - v. Work with CMTA contract staff to finalize, distribute and evaluate RFP for site selection (based on Board’s desired location).
 - vi. Present the CMTA Board Members with recommendations for future events.

- vii. Coordinate with appropriate CMTA Board members to visit potential venues for future meetings and be responsible for making travel arrangements and hotel accommodations if necessary.
 - viii. Work with CMTA Board to secure the site of the Annual Meeting at least one year prior to the event, and preferably prior to the current year's conference.
7. Certification
- a. Administrative support for CMTA certification programs including marketing, information dissemination and CE tracking.
 - b. Coordinate monthly, or as needed conference calls to market, promote and educate participants.
 - c. Securing plaques and certificates for those participants who have satisfied program requirements.
 - d. Maintain a roster of all CCMT and CTC participants with start and end dates of each participant and CMTA Specialized Training hours. Submit the roster to Certification Committee as requested.
 - e. Maintain a listing of Investment Policy Certification holders and send certificate and press release to new recipients.
8. Education Program
- a. Process registration, provide onsite materials and develop and disseminate promotional materials for all education programs offered by CMTA in conjunction with CMTA partners.
9. Other
- a. The Association Manager will act as historian for CMTA and maintain CMTA supplies and promotional items.
 - b. Will send out the Standing Rules to all new Board & Committee members each April.
 - c. Send flowers, or a gift, on behalf of CMTA, when deemed appropriate by the President.

SECTION VII. AMENDMENTS

- A. At the first meeting of new Board of Directors, the President shall direct the distribution of the Standing Rules of the CMTA Association for review by the Board. The Board members shall bring suggested revisions to the following Board meeting for Board action.

- B. The Standing Rules Chair should be the Immediate Past President or designee, in conjunction with the Association Manager, will update this document with the revisions, and will propose amendments throughout the year as policies and practices are put into place by the Board.
- C. The Association Manager will maintain the master copy of the Standing Rules for consistency.

SECTION VIII. POLICIES AND PROCEDURES

- A. It is the responsibility of all officers, appointments, and committee chairs to update the policies and procedures of their respective position each year. Sections pertaining to legislation, certification, site selection, annual conference, education and president elect/program chair duties have policies and procedures that are part of the Standing Rules. These policies and procedures will be updated annually, or as needed, by the incumbents and provided to the Association Manager for centralization.

SECTION IX. LEGISLATION AD HOC COMMITTEE

- A. Authority

At the discretion of the President, there shall be an Ad Hoc Legislative Committee consisting of not less than two (2) members including the Chair, appointed by the President, whose duties shall be to review and submit recommendations on legislation which may be necessary or beneficial to the cities or to the City Treasurers, counties or special districts. These recommendations shall be reviewed by the Board. Within a reasonable time, the Board shall determine whether or not the recommendations warrant further action. The Ad Hoc Legislative Committee shall, at all times, act as the agent of the organization on legislative matters, and may establish legislative positions with the approval of a two-thirds vote of the officers of the Association. In the event that the Board adopts a formal legislative position, the Legislative Chair and the President shall announce the position to the membership and lead further discussion on the issue. It shall be the shared responsibility of the President and the Legislative Chair to inform the membership as to all actions affecting the position."

- B. Authority to Represent CMTA positions on Legislation.
 - 1. CMTA Standing Rules Section III E (3) authorizes the Legislative Committee Chair to convey the organization's position after one of the following:
 - a. Receiving specific direction from the general membership;

- b. Receiving specific direction from the Executive Board;
- c. In emergency situations, after consulting with the President.
- d. In the event it is not possible to do a, b, or c above, the Legislative Chair must refrain from any action, unless directed otherwise by another Board member.
- e. Should any of the officers be called upon to articulate CMTA's policies and procedures, every effort must be made to refer the inquiry to the President. In the event this is not possible, the summary of the transaction and/or conversation must be immediately referred to the President.

C. Committee Structure

- 1. The ideal committee membership includes representatives from counties, special districts, or large and small cities elected and appointed representatives, and an associate member. At least one of the Committee members should be from an agency that has an active lobbying program to assist in identification of legislation of interest to CMTA or clear channels for receiving regular updates on legislative actions pertaining to the membership. To the extent possible, the Legislative Chair and President should be available on short notice to attend hearings and provide testimony in Sacramento or Washington D.C. as necessary.

D. Primary Responsibilities.

- 1. The Ad Hoc Committee's primary responsibilities are:
 - a. Monitor and make recommendations on legislation to the Board and membership affecting the duties and responsibilities of municipal treasurers and their staff.
 - b. Develop regular and timely legislative updates for presentation at all Board meetings, the annual conference, and more frequently, as needed.
- 2. Legislative Committee Chair Primary Responsibilities
 - a. Conduct Legislative Committee meetings as required.
 - b. Coordinate development of recommendations on legislation affecting the duties and responsibilities of municipal treasurers and their staff.
 - c. Present Legislative Committee recommendations to the Board and/or membership for consideration.
 - d. Prepare draft letters for President's approval regarding CMTA adopted positions on legislation for distribution to the membership.

- e. Present annual Legislative Committee report at the annual conference.
 - f. Prepare and present Legislative Committee activity reports to the Board during meetings.
 - g. Prepare Legislative Committee reports for the CMTA newsletter.
3. CMTA Legislative Program
- a. The CMTA's legislative program is for the most part reactive rather than proactive due to the limited resources. The Ad Hoc Legislative Committee reviews and monitors legislation brought to the attention of the Committee through various sources. These include individual members, associate members, city lobbyists, the League of California Cities, California Special District Association, and the California County Treasurers and Tax Collectors Association.
 - b. The Ad Hoc Legislative Committee recommends positions to the Board and membership within the legislative policy guidelines adopted from time to time by the Board and membership. The Chair develops the recommendations by polling the Committee via email. The positions recommended by the Committee include:
 - i. Support
 - ii. Support if Amended
 - iii. Neutral
 - iv. Oppose unless Amended
 - v. Oppose
 - c. The strongest and most favorable position to recommend is "Support". An "Oppose" position should be a position of last resort because it is considered an affront by the authors. However, in some cases, the position is the proper avenue.
 - d. The Legislative Chair presents Committee recommendations to CMTA officers and/or members for their consideration. Generally, CMTA officers and/or members adopt the Committee recommendations but may modify or change the recommendation. The Legislative Chair prepares draft letters for the President's approval to distribute to the membership to use to lobby by their legislative representatives.
 - e. The CMTA legislative program relies upon the individual participation of the membership in contacting and writing their representative to express their views. The Legislative Chair

should remind the membership of the importance of their individual participation and support at every opportunity.

ATTACHMENT D
CMTA Standing Rules Revised 2018 Redlined

CALIFORNIA MUNICIPAL TREASURERS ASSOCIATION
STANDING RULES

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CALIFORNIA MUNICIPAL TREASURERS ASSOCIATION

STANDING RULES

SECTION I. GENERAL OPERATING POLICIES

California Municipal Treasurers Association (CMTA) is a professional association whose mission is to lead in promoting and enhancing the fiduciary responsibility and integrity of individuals responsible for public funds. The following Standing Rules are general operating procedures for the Association.

- A. Only ACTIVE public agency members of CMTA may serve as the Chair of any committee or on the Board of Directors.
- B. Records of CMTA business sessions shall be maintained for a six-year period.
- C. The Association shall not endorse any candidate for public office.
- D. Insurance bond coverage shall be maintained for errors and omissions and general liability.
- E. It is the policy of CMTA not to endorse any privately delivered product, commodity, or service. CMTA on occasion partners with commercial providers to meet the mission of the Association.
- F. In accordance with the Code of Professional Conduct, adopted by the general membership, member cities may request assistance from CMTA to review and evaluate their existing treasurer management policies, procedures and practices. Such requests shall be submitted in writing by the governing body of the member agency to the Board of Directors, who will consider the merits of the request and determine the appropriate level of response.
- G. A Retirement Certificate of Appreciation may be presented to a Treasurer vacating the office of City Treasurer, whether voluntarily or involuntarily, provided that at the time of such vacation of post said Treasurer is a member in good standing.
- H. The Board of Directors shall establish the fee for the Treasurer and the Law handbook.
- I. ~~Each fiscal year, the~~The Board shall engage an independent auditor who shall verify the financial transactions of the association ~~and~~through a review or compilation of the financial statements. Every third year, an audit shall be performed and the CPA shall render an opinion on the financial statements.
- J. The President of the Association shall be the official spokesperson.

SECTION II. STATE OFFICERS ROLES & RESPONSIBILITIES

A. President

1. In accordance with the By-Laws Article VI, Section 4 the President shall perform the duties of Chief Executive Officer of the Association. The President shall have general supervision, direction, and control of the business affairs of the Association. The President shall preside at the Annual Meeting of the Association and the Board of Directors meetings. The President shall appoint the chairs and members of the various Standing Committees, shall be an ex-officio member of all committees except the Nominating Committee, and cause to be performed all other matters necessary for the prudent conduct of the Association.
2. Cause an Annual Business Meeting of the Association to be held during the annual conference.
3. Cause Board Meetings to occur at such times as necessary, but not less than three times a year. Hold Special Meetings of the Association at such times and places as deemed necessary, subject to Article VIII, Section 2 of the By-Laws.
4. Appoint a member to represent CMTA on the Revenue & Taxation to the League of California Terms to coincide with the League terms and legislative calendar.
5. Participate in the administrative oversight including facilitating the completion of contracts.
6. Form, or cause to be formed, such other operating committees, as well as appoint the necessary number of Active Members to perform the charge of the committees, as are deemed necessary for the conduct of the Association's business as ratified by the Board of Directors.
7. Perform duties and responsibilities with ratification from the Board of Directors when required and in compliance with the Associations By-Laws, Standing Rules, Code of Ethics, and Code of Professional Conduct consistent with the CFA code of ethics.
8. Forward copies of all official correspondence written by the President to the Association's management company for CMTA's official records.
9. Make recommendations for Board approval for special recognition awards.
10. Has primary responsibility for articulating policies and procedures to the press and/or other organizations.
- ~~11. Sign the introductory letter for the Membership Chair.~~

~~12.11.~~ Sign letters of recognition for the Certification Subcommittee Chair to notify recipient's head of governing board, applicable mayors and councils of award of CCMT designation, CTC certification or Investment Policy certification.

~~13.12.~~ Cause to create an annual report of activities to include such things as financial activities, committee activities and major accomplishments.

~~14.13.~~ Coordinate with or cause Committee and Subcommittee Chairs to update their policies and procedures annually. Changes to the policies and procedures will be forwarded to the Immediate Past President and the Association's Management Company.

~~15.14.~~ Review annually and update as needed the policies and procedures governing this position. Changes to the policies and procedures will be forwarded to the Immediate Past President and Association's Management Company.

~~16.15.~~ Upon expiration of office, surrender to successor all reports, properties, and files of CMTA as soon as possible, but not later than May 1.

B. President Elect

1. In accordance with the By-Laws Article VI, Section 5, the President Elect shall perform all the duties of the President in the absence or disability of the President and other duties as assigned by the President.
2. Assist the President in all duties and responsibilities regarding CMTA.
3. Assume the office of President should the President not complete the term of office.
4. Chair the Conference Site Selection Committee, which may consist of up to three CMTA members including the President, Past President and the Association management team. The Conference Site Selection committee works with contracted conference planners to determine possible sites and to evaluate each potential site before selecting a proposed site and brings forth the recommendation to the Board for their approval. CMTA strives to hold the Annual Conference during the month of April and is generally alternated between northern and southern California for the travel convenience of the membership.
5. Coordinate with Association Management to acquire a plaque for the outgoing President.
6. In coordination with the Membership Chair, be engaged with membership development including the recruitment of new Active Members and new Commercial Associate Members in coordination with the Commercial Associate Liaison.

7. In coordination with the ~~Outreach~~Communications Chair, be engaged with marketing and public relations including the development and updating of materials used to recruit new members. Also includes the development of relationships with other professional organizations, press releases, etc.
8. Participate in administrative oversight including facilitating the completion of contracts, etc. Also assists the President with developing, maintaining and/or affirming the goals of the organization and development of the strategic direction.
9. Review annually and update as needed the policies and procedures governing this position and oversee administrative activities of the organization. Changes to these policies and procedures will be forwarded to the Immediate Past President and Association Manager to present to the Board and to update.
10. Upon expiration of office, surrender to successor all reports, properties, and files of CMTA as soon as possible, but not later than May 1.

C. Immediate Past President

1. In accordance with the By-Laws Article VI, Section 8, the Immediate Past President continues to serve one additional year on the Board of Directors of CMTA. This extra year of service will ensure continuity of programs from one administration to another.
2. Inform the Board of Directors of any unfinished business from the previous year.
3. Serve as Chair of the Governance and Finance Committee and ensure Board decisions made during the year are updated in the Standing Rules.
4. Serve as Chair on By-Law changes. Refer to Article XII of the By-Laws for specific requirements on proposed changes.
5. In accordance with the By-Laws Article VII, Section 5, serve as chair of the Nominating Committee who is responsible for collecting candidates' data and submitting a proposed slate for Board offices to the CMTA Board.
 - a. By January 31, the Chair will identify a nominating committee of at least two sitting board members and two CMTA members in good standing. The Nominating committee shall determine a slate by February 28, and the election will be held by electronic means no later than March 10, and will conclude at 11:50 p.m. on March 31.
 - b. Results of the election shall be shared to the membership no later than the annual conference usually held in April.

- c. In the event any office has not been filled, the Committee shall identify other members who are eligible and bring the recommendation to the full Board for their consideration.
 - d. To the extent possible, an attempt will be made to secure interested and qualified candidates from all areas of the State, in order to give true representation to various geographical areas.
6. The Immediate Past President will assemble and review all ~~–~~policies and procedures governing this position received and prepare a ~~of a~~ draft of Standing Rules to the Board for their approval.
 7. Upon expiration of office, surrender to successor all reports, properties, and files of CMTA as soon as possible, but not later than May 1.

D. Secretary

1. In accordance with the By-Laws Article VI, Section 6, the Secretary of CMTA ensures the Association management company maintains a record of all Board and Special Meetings, reviews the minutes prepared by the Association management company of the meetings, and prepares and/or distributes official CMTA correspondence as directed by the Board.
2. As soon as practical, but in any event prior to the next regularly scheduled or Special Board Meeting, the Secretary and/or Association Manager is to forward to the President the minutes of the prior meeting with all pertinent executed information that describes the actions taken. The Secretary and/or Association Manager will scan and forward the minutes and agenda to all Board members. Of particular importance is to establish the fact that a quorum was present, who attended, and that all action matters requiring Board approval contain the exact motion and Board vote. Of particular importance is to identify those Board members dissenting, as well as a concise statement of their concerns.
3. Take notes and review action minutes prepared by Association Manager during each Board meeting and approve available to the Board 7 days prior to the next schedule meeting following the meeting. These action minutes will reflect who has agreed to specific tasks and the agreed upon time frame for completion. Posted to website for all meetings. Assures minutes are posted to the website within 7 days of adoption.
4. At the next Board Meeting, the Secretary and/or Association Manager will amend or correct the minutes as directed by the Board. The Association Manager will maintain the approved copy of the minutes.

5. The Secretary will sign and maintain a copy of the final approved minutes.
6. The Secretary will serve as Parliamentarian and is responsible for interpreting the By-Laws and Standing Rules and for making rulings on procedural issues during Board and business meetings of CMTA. The duties of the Parliamentarian include declaring a quorum at each Board and business meeting and having ~~the~~ bylaws and standing rules available at every meeting.
7. When leaving office at the end of his or her elected term, the Secretary has responsibility for turning over approved minutes of the prior year's meeting to the incoming Secretary.
8. Review annually and update, as needed the policies and procedures governing all division officer duties. Changes to these policies and procedures will be forwarded to the Immediate Past President and Association Manager.
9. Report to the Board actions or other matters in the responsibility area, which are deemed appropriate.
10. Upon expiration of office, surrender to successor all reports, properties, and files of CMTA as soon as possible, but not later than May 1.

E. Treasurer

1. In accordance with By-Laws Article Vi, Section 7, the Treasurer shall monitor the Association's financial transactions. CMTA has contracted with a management company to perform the day-to-day tasks of the CMTA Treasurer. The Treasurer and/or Association Manager shall maintain and control all checking accounts with one bank in Sacramento. The Treasurer and the Association Manager will share in the responsibility for ensuring that all bank accounts are reconciled on a monthly basis and that copies of the monthly reconciliations are on file with the Association Manager for the purposes of the annual audit. The Association Manager will request that the bank mail all bank statements and canceled checks to the Association Manager.
2. The Association Manager receives and deposits monies for general operating and investment purposes and disburses all general funds.
3. At the Annual Conference, the Association Manager is responsible for obtaining new signature cards for all accounts as new officers. For the general operating types of bank accounts, the Treasurer and the President are signers on the bank accounts with two representatives of the Association Management Company.

4. The Treasurer is responsible for supervision of the Association Manager and submission of the financial report as prepared by the Association Manager to the Board of Directors at each Board meeting and at the Annual Conference to all attendees.
5. Ascertain the status of insurance coverage for the organization and the probable cost for the following year for budget purposes.
6. Coordinate preparation of and provide all officers and board members with final copies of the current approved budget. Review the budget for reasonableness and consistency with the prior year budget. Understand and be prepared to explain variances to board members when appropriate.
7. Coordinate with the Association Manager for format of revenue and expense authorization to be used.
8. Review Federal and State tax forms filed by the Association Manager.
9. Serve as Chair of the Budget Committee.
10. Review and approve a Financial Statements and supporting records prior to the annual audit of the association audit.
11. Review annually and update, as needed the policies and procedures governing all division officer duties. Changes to these policies and procedures will be forwarded to the Immediate Past President and Association Manager.
12. Upon expiration of office (no later than May 1), the Treasurer will surrender to the Association Manager all reports, properties, and files necessary for annual audit with all other reports, properties, and files submitted to successor. The Association Manager will provide a preliminary annual report to the out-going elected Treasurer prior to the formal audit.

F. Division Officers – North & South

1. Division officers will be established in accordance with By-Laws Article III, Section 3.
2. Ensure meetings are held on a regular basis and in accordance with By-Laws Article VIII, Section 3.
3. Serve on the CMTA Board as a voting member.
4. Both Division Officers will serve as members of the Membership Committee.
5. Review annually and update, as needed the policies and procedures governing all division officer duties. Changes to these policies and procedures will be forwarded to the Immediate Past President and Association Manager.

6. Upon expiration of office, surrender to successor all reports, properties and files of CMTA as soon as possible, but not later than May 1.

SECTION III. COMMITTEES

A. Certification and Education Committee Chair

1. ~~in~~ accordance with By-Laws Article IX, Section 4, – the Certification and Education Committee Chair is responsible for coordinating the activities of the Certification, Education and Investment Policy Certification Subcommittee Chairs into a cohesive program. The Chair shall be responsible for working collaboratively with CMTA’s chosen education partners including, but not limited to, identifying suitable partners, managing the contract scope of work and bring matters to the Board for their resolution.

~~B.1.~~ Certification Subcommittee Chair

- ~~1.a.~~ The Certification Subcommittee Chair is responsible for receiving, reviewing and evaluating applications for Certification and Recertification from CMTA members.
- ~~2.b.~~ The Certification Subcommittee Chair is responsible for maintaining and updating all materials. Current information shall be maintained on the CMTA website. Accepted applications are a permanent file and should be preserved. All other applications should be preserved until the applicant is no longer an Active Member, or demonstrates no further interest (destroy at that point).
- ~~3.c.~~ Develop, revise and distribute marketing materials and proactively educate public finance and investment professionals regarding the certification programs offered by CMTA.
- ~~4.d.~~ Coordinate with the Association Management to maintain detailed records on all certification holders, including new registrations, those in progress and a list of completed certification holders.
- ~~5.e.~~ Coordinate with the Education Subcommittee Chair in the development of course materials for the specialized training. Update the list of approved courses. Incorporate any changes to instructions.
- ~~6.f.~~ Respond to member questions regarding the Certification and designation program and regularly communicate with the CMTA membership about the program.

~~7.g.~~ Prepare articles for the Newsletter.

~~8.h.~~ Prepare a progress report for each Board meeting and send it to the President and Association Manager in advance of the meeting.

~~9.i.~~ Prepare the annual budget request as deemed appropriate for the certification program. Submit it to the CMTA Treasurer 30 days prior to the March Board meeting, or shortly thereafter.

~~10.j.~~ Prepare the Certification Committee Report for the business meeting at the Annual Conference.

~~11.k.~~ Upon granting of Certification, the following steps shall be taken:

~~a.i.~~ A confirming letter is sent to the applicant.

~~b.ii.~~ A copy is sent to the President requesting a letter be sent to the applicable governing body.

~~c.iii.~~ Arrange for the President to sign the ~~Certificate, if the applicant did not order a plaque, at one of the Board Meetings~~ CTC Certificates.

~~d.iv.~~ Coordinate with the Association Manager the acquisition of plaques, and present them to the recipients at the Annual Conference.

~~12.l.~~ Honoring of Certification recipients:

~~a.i.~~ A press release for each new certification recipient should be sent to the applicant to submit to their local newspaper.

~~b.ii.~~ Each recipient should receive one (1) picture taken at the Annual conference.

~~13.1.~~ Certificate/Designation Maintenance Requirements - Ongoing CPE Credits

~~a.~~ In order to maintain the CCMT designation, the holders must complete ~~a stated number of CPE credits~~ the recertification process. Refer to policy to determine ~~number and~~ the eligibility requirements. The Chair shall maintain and update a list of holders, their respective credits and status. The Chair shall provide each holder with a list of eligible CPE venues and credits needed on an annual basis.

~~14.2.~~ Review annually and update as needed the policies and procedures governing this certification program. Changes to the policies and procedures will

be forwarded to the Immediate Past President for update and subsequent approval at a Board meeting.

~~15.3.~~ Upon expiration of office, surrender to successor all reports, properties and files of CMTA as soon as possible, but not later than May 1.

~~C.2.~~ Education Subcommittee Chair

~~a.~~ The Education Committee is responsible for conducting at least one combined workshop each year (beginning/intermediate or advanced).—

~~2.a.~~ Responsible for the development and coordination of specialized training for the certification program.

~~3.b.~~ Plan, organize and direct the conduct of the annual workshops, including booking the sites, providing participant meals, selecting the course content, arranging for qualified speakers,

~~4.c.~~ Prepare an appropriate communication to encourage membership participation and attendance at the workshops with emphasis placed upon the educational and technical nature of the seminar program.

~~5.d.~~ Prepare the annual budget request as deemed appropriate for the certification program. Submit it to the CMTA Treasurer 30 days prior to the March Board meeting, or shortly thereafter Marcus Woodward Memorial Scholarship Funds-CMTA Annual Training:

~~a.i.~~ Receive, review and award Marcus Woodward Scholarships to worthy applicants, and report to the CMTA Board the actual scholarships awarded. If an application is denied, the Board is to be informed with a brief explanation of the reason for the denial.

~~b.ii.~~ *The Marcus Woodward Memorial Scholarship Fund was established by the CMTA Board of Directors in honor of Marcus' years of service and his dedication to the Treasurer's profession. Marcus served on the CMTA Board of Directors and he was instrumental in getting CMTA's education workshops off the ground. Marcus was the Treasurer of Sierra Madre prior to his death in 1980 while serving on the CMTA Board.*

~~6.e.~~ Vincent Amado Scholarship – Annual Conference Fee

~~a.i.~~ This is a need based scholarship;

~~b.ii.~~ Applicants should be an active government agency member;

~~c.iii.~~ Applicants can apply every other year;

~~d.iv.~~ Applications are subject to approval of the Education Subcommittee Chair and ~~—~~Membership Chair;

~~e.v.~~ Requires participation in the conference committee;

~~f.vi.~~ Awards are limited to five attendees per year unless additional scholarships are authorized by both the President and President Elect;

~~g.vii.~~ Does not include hotel and travel.

~~7.f.~~ Review education needs and make recommendations to the Board on those needs.

~~8.g.~~ Present a report of education activities at the annual business meeting.

~~9.h.~~ Review annually and update, as needed the policies and procedures governing this position. Changes to the policies and procedures will be forwarded to the Immediate Past President for update and subsequent approval at a Board meeting.

~~10.i.~~ Upon expiration of office, surrender to successor all reports, properties and files of CMTA as soon as possible, but not later than May 1.

~~D.3.~~ Investment Policy Certification Subcommittee

~~1.a.~~ The Investment Policy Certification Subcommittee shall promote the Investment Policy Certification to the membership.

~~2.b.~~ Agencies that submit their application and investment policy and associated fee to the Association are to be forwarded the Subcommittee chair for review.

~~3.c.~~ The Subcommittee chair will assemble an evaluation team to review if the policy meets the certification requirements.

~~4.d.~~ The Subcommittee chair will coordinate the recognition certificate to those agencies who meet the passing score.

~~5.e.~~ The Committee Chair shall send quarterly activity report to the President and the Association Manager to be included in the next board meeting reflecting the number of certifications received and passed.

~~6.f.~~ Upon expiration of office, surrender to successor all reports, properties and files of CMTA as soon as possible, but not later than May 1.

E.B. Governance & Finance Committee Chair

1. In accordance with the By-Laws Article IX, Section 1, the Committee should, at a minimum, consist of the Chair (Immediate Past President), Treasurer, and Secretary. In addition, the appointed representative to the League of California Cities Revenue and Taxation Policy Committee shall also been a member of the Governance and Finance Committee to review
2. Revenue and Taxation Policy Committee Representative
 - a. The Revenue and Taxation Policy Committee reviews issues related to finance administration, taxation reform, revenue needs, and revenue sources at the federal, state and local levels. The practice of the Committee is to recommend to the League board of directors preliminary positions on legislation based on existing League positions, adopted annual conference resolutions and the collective knowledge and experience of Committee members.
 - b. The appointed representative— should attend all quarterly meetings and report back to the CMTA Board at the next available Board meeting.
 - c. Since the League represents cities, it is expected that expenses incurred by the appointment will be paid by their local agency.
3. Legislative Ad Hoc Committee:
 - a. At certain times, there may be legislative matters that may affect the duties and responsibilities of municipal treasurers. The President may appoint an ad hoc committee to monitor and make recommendations on proposed legislation.
 - b. Conduct Legislative Committee meetings as required.
 - c. Coordinate development of recommendations on legislation affecting the duties and responsibilities of municipal treasurers.
 - d. Present Legislative Ad Hoc Committee recommendations to the Board and/or membership for consideration.
 - e. Prepare draft letters for the President's approval regarding CMTA adopted positions on legislation for distribution to the membership.

- f. Prepare Legislative Ad Hoc Committee reports for the CMTA newsletter.
3. The Committee shall meet ~~quarterly, at a minimum, as needed~~ to review existing protocols and procedures to determine if any changes to the Standing Rules require any updates.
4. Upon expiration of office, surrender to successor all reports, properties and files of CMTA as soon as possible, but not later than May 1.

F.C. Membership

1. In ~~accoreance~~accordance with the By-Laws Article IX, Section 2, the Membership Committee is responsible for encouraging City & County Treasurers, Special District Treasurers, and their qualified staff members, as well as Commercial representatives, to join CMTA.
2. Upon request, the Membership Chair or Division Chair will send out to prospective members (active and inactive) a CMTA introductory letter with the registration link on the CMTA website.
3. Membership changes are recorded by the Association Manager, and a status report is made at the Board meetings. Ensure that a membership roster is updated annually on the CMTA website. The Roster will contain each member's name, title, employer, address, telephone number, fax number, email address, and population of agency.
4. Suggest to retired Active Members that they become "Alumni Members" by sending a written request to the ~~President~~Association Manager, along with the required dues.
5. Coordinate marketing and public relations (press releases, etc.) to encourage and develop the membership base of CMTA.
6. Review annually and update, as needed the policies and procedures governing this position. Changes to these policies and procedures will be forwarded to the Immediate Past President and Association Manager.
7. Upon expiration of office, surrender to successor all reports, properties and files of CMTA as soon as possible, but not later than May 1.

G.D. Outreach Communications Committee

1. In accordance with the By-Laws Article IX, Section 3, the Committee and Chair are primarily responsible for outreach to existing members through the organization's website and periodic newsletter.
2. Duties include the following:

- a. Ensure that www.cmta.org is continuously up-to-date.
 - i. The Chair shall coordinate all requests with the Association Manager to add and delete information on the CMTA Web site. The Chair, Association Manager, and other designated committee members shall have access to update the website. The Chair, with the Association Manager, will coordinate website updates.
 - ii. The Chair will coordinate with the Board the posting of new types of materials or resources or the creation of new website features.
 - iii. Perform an annual comprehensive website review to identify new opportunities for the use of the website and to consider revising or eliminating underutilized sections.
 - iv. The Association Manager shall provide the Chair and President monthly website usage reports.
- b. Prepare a periodic newsletter.
 - i. The newsletter shall promote upcoming organization sponsored events, highlight organization-sponsored events of the past quarter, promote resources available to members, and feature articles of interest to members.
 - ii. The newsletter will be published in electronic format and the Association Manager will email members when it is available on the organization's website.
 - iii. The Chair and Committee will actively seek sponsors for the newsletter and identify advertising opportunities. The Committee will draft and maintain a policy related to sponsorships and advertising to be approved by the Board.
3. Review annually and update as needed the policies and procedures governing this position. Changes to the policies and procedures will be forwarded to the Immediate Past President and Association Manager.
4. Upon expiration of office, surrender to successor all reports, properties, and files of CMTA as soon as possible, but not later than May 1.

SECTION IV. EXPENSE REIMBURSEMENT

- A. Members of the Board of Directors and Committee Chairs whose attendance is requested by the President, shall have the following expenses paid for by the Association (provided the expense is not paid by the member's agency):
 1. Travel expenses:
 - a. The cost of a round trip economy or coach fare only. The member should make every effort to make reservations early in order to obtain the lowest fare possible. Travel by land at the current IRS standard mileage rate.
 - b. Other incidental and necessary expenses, such as airport parking, taxis, and airport limousine service and rental cars will also be reimbursed.
 2. All necessary and valid expenses of the President to attend any seminar, conference or board meeting sponsored by CMTA will be borne by CMTA.
 3. All necessary and valid expenses of the President to attend any seminar or conference such as APT/US&C, CSMFO or County Treasurers Association of California as a representative of CMTA shall be borne by CMTA.

SECTION V. COMMERCIAL ASSOCIATES

A. Role of the Commercial Associates

1. CMTA values its relationship between its government and commercial members to mutually support CMTA and the treasury role at public agencies.
2. Commercial Association Liaison
 - a. In accordance with By-Laws Article IX, Section 5, the Commercial Associate Members will reorganize to select a Commercial Associate Liaison to represent the commercial vendor interests and actively support CMTA activity at the annual conference.
 - b. The Commercial Associate liaison is encouraged to assist the Executive Board of CMTA on all activities where commercial associates could to be involved that supports the strategic direction of the organization.

- c. Coordinates with the CMTA Executive Board of support/sponsorships at all levels (annual conference, division meetings, newsletter, and educational seminars).
 - d. Ensure that Commercial Associate members are aware of certain policies and procedures set forth by the Executive Board.
 - e. Give input and insight to the Executive Board from the Commercial Associates on matters and concerns that affect them, and to give the same to the Associates from the Executive Board (i.e., legislation, membership, etc.).
3. Commercial associate participation.
- a. Commercial associates are encouraged to participate in standing committees such as Membership, ~~Outreach~~Communications, and Certification and Education to increase the knowledge and awareness of CMTA. The respective Chairs of each standing committee will determine the committee makeup and work through the Commercial Associate Liaison to identify interested commercial associates.
 - b. May participate in the Annual Conference Planning Committee at the invitation of the incoming CMTA president.
 - c. Encouraged to write news articles for CMTA's newsletters.
 - d. Support educational seminars/webinars with no vendor marketing.
 - e. During Association functions, no invitations are to be extended by Commercial Associates that would take members away from organized activities.
 - f. Working through the Commercial Association Liaison, bring forth pending legislation to the Executive Board of CMTA to discuss impact to the membership and next steps.

SECTION VI. ASSOCIATION MANAGER DUTIES

The Consultant shall perform all the duties and services specifically set forth in the area of Association Management Services. Consultant shall provide such other services, as it deems necessary or advisable, or are reasonable and necessary to accomplish the intent of this agreement in a manner consistent with the standards and practice of services prevailing at the time such services are rendered to CMTA.

CMTA may, with the concurrence of Consultant, expand this agreement to include any additional services ("Extra Work") not specifically identified within the terms of this agreement.

Detailed Scope of Services

1. General Administration
 - a. Maintain office in Sacramento, California.
 - b. Maintain dedicated incoming telephone lines.
 - c. Provide a dedicated voicemail box.
 - d. Provide fax and mailing address.
 - e. Provide day-to-day administration of CMTA.
 - f. Maintain association records, including insurance policies, bylaws, minutes, etc.
 - g. Partnership building between CMTA and industry associations.
 - h. Provide information necessary to complete Form 700 to Board members by March 31.
2. Board and Committee Meetings
 - a. Develop, plan and execute Board meetings.
 - b. Develop and distribute meeting materials as requested.
 - c. Prepare and distribute minutes of Board meetings.
 - d. Process and administer Board elections in accordance with governing documents.
 - e. Provide staff support for all Board meetings as requested.
 - f. Draft policies and procedures, as requested, for Board approval.
3. Financial Planning and Management
 - a. Maintain all financial records.
 - b. Prepare monthly reports for the Board.
 - c. Develop annual budget in conjunction with CMTA Treasurer.
 - d. Keep track of accounts receivable, including membership dues.
 - e. Prepare all bank statement reconciliations.
 - f. Assist association CPA in filing of all applicable federal and state tax forms.
 - g. Annually prepare, file and distribute 1099s.
 - h. Assist in preparation of audits and reviews, as requested.
4. Membership
 - a. Maintain association database, including making timely updates to keep member information current.

- b. Correspond with the membership as requested.
 - c. Respond to member inquiries on a timely basis.
 - d. Invoice members for association membership dues; follow up as necessary to work toward an 85 percent retention rate and report to the Board of Directors.
 - e. Process new membership applications, including sending out new member materials.
 - f. Handle registration process for Division meetings.
 - g. Work with Membership Committee to prepare and distribute membership recruitment materials.
 - h. Maintain online membership directory.
5. Communications and Publications
- a. Proofread all materials.
 - b. Oversee editorial content, design and production of CMTA's quarterly Newsletter
 - c. Work with appropriate committee and/or Board members to ensure the inclusion of timely information in the quarterly newsletter.
 - d. Post electronic newsletter on the CMTA website.
 - e. Distribute an electronic notice to all CMTA members regarding the online publication of the quarterly newsletter.
 - f. Maintain association website.
 - g. Update and maintain social media outlets with relevant industry news and association updates.
 - h. Develop and distribute membership directory and provide membership updates electronically as requested.
 - i. Advertising sales and management for newsletter and website.
6. Conference and Professional Development Offerings
- a. Manage online registration process, including accounting.
 - b. Prepare registration materials, including name badges, tickets, ribbons, etc.
 - c. Provide up to two (2) onsite staff.

- d. Work with Annual Conference committees as appropriate to establish a timeline for tasks associated with the planning of the conference.
- e. Organize all speaker materials, including distributing speaker confirmations, establishing audio-visual needs, collecting presentations, biographies and pictures, making hotel arrangements, etc.
- f. Coordinate the publication of the conference brochure, including drafting the text and collecting course descriptions.
- g. Distribute promotional materials electronically to database contacts as provided.
- h. Coordinate, promote and sell exhibit space to vendors.
- i. Work with confirmed exhibitors and sponsors to ensure accurate and prompt registration.
- j. Collect exhibitor and sponsor logos and ads, as appropriate, for coordination in printed materials.
- k. Design exhibitor floor plan in coordination with hotel and assigning booths.
- l. Order board, attendee and speaker giveaways, such as tote bags, as directed by the committee or item sponsor.
- m. Responsible for all hotel logistics, including BEOs, selecting menus, room block management, etc.
- n. Production of awards, certificate and plaques.
- o. As a subcontractor to the Association Manager or as a direct vendor ~~relationship~~relationship will provide the following for the annual conference:
 - i. Negotiate final contract with selected hotel to ensure concessions, room rate, etc. is the “best deal” for CMTA and its attendees.
 - ii. Conference logistics – liaison with hotel to develop program flow (session placement, etc.) AV, exhibit hall and prepare BEOs for all necessary functions.
 - iii. Attend pre-conference meetings with hotel staff to go through event prior to start.
 - iv. Onsite hotel contact person. Ensure event runs smoothly, troubleshooting with property, AV provider, etc.
 - v. Work with CMTA contract staff to finalize, distribute and evaluate RFP for site selection (based on Board’s desired location).

- vi. Present the CMTA Board Members with recommendations for future events.
 - vii. Coordinate with appropriate CMTA Board members to visit potential venues for future meetings ~~and~~and be responsible for making travel arrangements and hotel accommodations if necessary.
 - viii. Work with CMTA Board to secure the site of the Annual Meeting at least one year prior to the event, and preferably prior to the current year's conference.
7. Certification
- a. Administrative support for CMTA certification programs including marketing, information dissemination and CE tracking.
 - b. Coordinate monthly, or as needed conference calls to market, promote and educate participants.
 - c. Securing plaques and certificates for those participants who have satisfied program requirements.
 - d. Maintain a roster of all CCMT and CTC participants with start and end dates of each participant and CMTA Specialized Training hours. Submit the roster to Certification Committee as requested.
 - e. Maintain a listing of Investment Policy Certification holders and send certificate and press release to new recipients.
8. Education Program
- a. Process registration, provide onsite materials and develop and disseminate promotional materials for all education programs offered by CMTA in conjunction with CMTA partners.
9. Other
- a. The Association Manager will act as historian for CMTA and maintain CMTA supplies and promotional items.
 - b. Will send out the Standing Rules to all new Board & Committee members each April.
 - c. Send flowers, or a gift, on behalf of CMTA, when deemed appropriate by the President.

SECTION VII. AMENDMENTS

- A. At the first meeting of new Board of Directors, the President shall direct the distribution of the Standing Rules of the CMTA Association for review by the Board. The Board members shall bring suggested revisions to the following Board meeting for Board action.
- B. The Standing Rules Chair should be the Immediate Past President or designee, in conjunction with the Association Manager, will update this document with the revisions, and will propose amendments throughout the year as policies and practices are put into place by the Board.
- C. The Association Manager will maintain the master copy of the Standing Rules for consistency.

SECTION VIII. POLICIES AND PROCEDURES

- A. It is the responsibility of all officers, appointments, and committee chairs to update the policies and procedures of their respective position each year. Sections pertaining to legislation, certification, site selection, annual conference, education and president elect/program chair duties have policies and procedures that are part of the Standing Rules. These policies and procedures will be updated annually, or as needed, by the incumbents and provided to the Association Manager for centralization.

SECTION IX. LEGISLATION AD HOC COMMITTEE

- A. Authority

At the discretion of the President, there shall be an Ad Hoc Legislative Committee consisting of not less than two (2) members including the Chair, appointed by the President, whose duties shall be to review and submit recommendations on legislation which may be necessary or beneficial to the cities or to the City Treasurers, counties or special districts. These recommendations shall be reviewed by the Board. Within a reasonable time, the Board shall determine whether or not the recommendations warrant further action. The Ad Hoc Legislative Committee shall, at all times, act as the agent of the organization on legislative matters, and may establish legislative positions with the approval of a two-thirds vote of the officers of the Association. In the event that the Board adopts a formal legislative position, the Legislative Chair and the President shall announce the position to the membership and lead further discussion on the issue. It shall be the shared responsibility of the President and the Legislative Chair to inform the membership as to all actions affecting the position."

- B. Authority to Represent CMTA positions on Legislation.

1. CMTA Standing Rules Section III E (3) authorizes the Legislative Committee Chair to convey the organization's position after one of the following:
 - a. Receiving specific direction from the general membership;
 - b. Receiving specific direction from the Executive Board;
 - c. In emergency situations, after consulting with the President.
 - d. In the event it is not possible to do a, b, or c above, the Legislative Chair must refrain from any action, unless directed otherwise by another Board member.
 - e. Should any of the officers be called upon to articulate CMTA's policies and procedures, every effort must be made to refer the inquiry to the President. In the event this is not possible, the summary of the transaction and/or conversation must be immediately referred to the President.

C. Committee Structure

1. The ideal committee membership includes representatives from counties, special districts, or large and small cities elected and appointed representatives, and an associate member. At least one of the Committee members should be from ean agency— that has an active lobbying program to assist in identification of legislation of interest to CMTA or clear channels for receiving regular updates on legislative actions pertaining to the membership. To the extent possible, the Legislative Chair and President should be available on short notice to attend hearings and provide testimony in Sacramento or Washington D.C. as necessary.

D. Primary Responsibilities.

1. The Ad Hoc Committee's primary responsibilities are:
 - a. Monitor and make recommendations on legislation to the Board and membership affecting the duties and responsibilities of municipal treasurers and their staff.
 - b. Develop regular and timely legislative updates for presentation at all Board meetings, the annual conference, and more frequently, as needed.
2. Legislative Committee Chair Primary Responsibilities
 - a. Conduct Legislative Committee meetings as required.
 - b. Coordinate development of recommendations on legislation affecting the duties and responsibilities of municipal treasurers and their staff.

- c. Present Legislative Committee recommendations to the Board and/or membership for consideration.
 - d. Prepare draft letters for President's approval regarding CMTA adopted positions on legislation for distribution to the membership.
 - e. Present annual Legislative Committee report at the annual conference.
 - f. Prepare and present Legislative Committee activity reports to the Board during meetings.
 - g. Prepare Legislative Committee reports for the CMTA newsletter.
3. CMTA Legislative Program
- a. The CMTA's legislative program is for the most part reactive rather than proactive due to the limited resources. The Ad Hoc Legislative Committee reviews and monitors legislation brought to the attention of the Committee through various sources. These include individual members, associate members, city lobbyists, the League of California Cities, California Special District Association, and the California County Treasurers and Tax Collectors Association.
 - b. The Ad Hoc Legislative Committee recommends positions to the Board and membership within the legislative policy guidelines adopted from time to time by the Board and membership. The Chair develops the recommendations by polling the Committee via email. The positions recommended by the Committee include:
 - i. Support
 - ii. Support if Amended
 - iii. Neutral
 - iv. Oppose unless Amended
 - v. Oppose
 - c. The strongest and most favorable position to recommend is "Support". An "Oppose" position should be a position of last resort because it is considered an affront by the authors. However, in some cases, the position is the proper avenue.
 - d. The Legislative Chair presents Committee recommendations to CMTA officers and/or members for their consideration. Generally, CMTA officers and/or members adopt the Committee recommendations but may modify or change the recommendation.

The Legislative Chair prepares draft letters for the President's approval to distribute to the membership to use to lobby by their legislative representatives.

- e. The CMTA legislative program relies upon the individual participation of the membership in contacting and writing their representative to express their views. The Legislative Chair should remind the membership of the importance of their individual participation and support at every opportunity.

ATTACHMENT E

Smith Moore & Associates, Inc. Contract



**CALIFORNIA MUNICIPAL TREASURERS ASSOCIATION
PROFESSIONAL SERVICES AGREEMENT
FOR
PROFESSIONAL ASSOCIATION MANAGEMENT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of July, 2018, by and between the **California Municipal Treasurers Association (CMTA)**, a municipal organization organized under the laws of the State of California with its principal place of business at 700 R Street, Suite 200, Sacramento, California 95811 ("CMTA") and **Smith Moore & Associates, Inc.**, a California Corporation, with its principal place of business at 700 R Street, Suite 200, Sacramento, California 95811 ("Consultant"). CMTA and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **Association Management Services** required by CMTA on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Association Management Services** to local government associations, is licensed in the State of California, and is familiar with the plans of CMTA.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the CMTA all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional **Association Management Services**. The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2018 to June 30, 2021 unless earlier terminated as provided herein. After that, CMTA must go through a Request for Proposals process prior to contracting again with Consultant, if they so choose. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. CMTA retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of CMTA and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, CMTA shall respond to Consultant's submittals in a timely manner. Upon request of CMTA, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of CMTA.

3.2.4 Substitution of Key Personnel. Consultant has represented to CMTA that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of CMTA. In the event that CMTA and Consultant cannot agree as to the substitution of key personnel, CMTA shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CMTA, or who are determined by the CMTA to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the CMTA. The key personnel for performance of this Agreement are as follows: Catherine Smith and Yelena Martynovskaya.

3.2.5 CMTA's Representative. CMTA hereby designates the CMTA President, or his or her designee, to act as its representative for the performance of this Agreement ("CMTA's Representative"). CMTA's Representative shall have the power to act on behalf of the CMTA for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the CMTA's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Catherine Smith, or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The

Consultant's Representative shall supervise and direct the Services, using her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with CMTA staff in the performance of Services and shall be available to CMTA's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub-consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the CMTA, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the CMTA to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the CMTA, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the CMTA, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold CMTA, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the CMTA that it has secured all insurance required under this section. In addition, Consultant shall not allow any sub-consultant to commence work on any subcontract until it has provided evidence satisfactory to the CMTA that the sub-consultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the CMTA for approval.

(A) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability shall be endorsed to provide the following:

- (1) Additional Insured: The CMTA, its officials, officers, employees, agents, and volunteers shall be additional insured's with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the CMTA except ten (10) days shall be allowed for non-payment of premium.

(B) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (c) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the CMTA except ten (10) days shall be allowed for non-payment of premium.

(C) The policy or policies of insurance required by Section 3.2.10.2 (d) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the CMTA except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverage's shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverage's shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant

shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the CMTA and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the CMTA. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the CMTA. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the CMTA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the CMTA. The CMTA shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Sub-consultants. All Sub-consultants shall be included as additional insured's under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the CMTA as an Additional Insured to the Sub-consultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference.

3.3.2 Payment of Compensation. Consultant shall submit to CMTA an invoice by the 20th of the month for the following month's retainer. CMTA shall, within 30 days of receiving such invoice, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall submit to CMTA a request for reimbursement for expenses incurred by Consultant on behalf of CMTA no more than monthly. Expenses falling outside CMTA's approved operating budget shall first be subject to approval by CMTA's Representative. CMTA shall, within 30 days of receiving such request, review the statement and pay all approved charges thereon.

3.3.4 Extra Work. At any time during the term of this Agreement, CMTA may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by CMTA to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from CMTA's Representative.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of CMTA during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.4.2 Financial Reports. Consultant shall provide CMTA with financial statements and reports for each accounting period, as well as annual financial statements and reports. Reports are due within fifteen (15) days of month end. Reports include but are not limited to:

Current Month and Year End Reports

- Balance Sheet
- Trial Balance
- Income Statement
- Budget to Actual Variance Reports
- Check Register – As Requested
- GL Detail – As Requested

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. CMTA may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to CMTA, and Consultant shall be entitled to no further compensation.

Consultant may, by written notice to CMTA, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to CMTA of such termination, and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to CMTA, and Consultant shall be entitled to no further compensation.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, CMTA may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, CMTA may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Smith Moore and Associates, Inc.
700 R Street, Suite 200
Sacramento, CA 95811
Attn: Catherine Smith

CMTA:

CMTA
700 R Street, Suite 200
Sacramento, CA 95811
Attn: CMTA President

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for CMTA to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all sub-consultants to agree in writing that CMTA is granted a non-exclusive and perpetual license for any Documents & Data the sub-consultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the CMTA. CMTA shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at CMTA's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of CMTA, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use CMTA's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CMTA.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Disputes/Attorney's Fees. Any claim, dispute, or other matter in question arising out of or related to this Agreement, and other than a claim subject to the jurisdiction of the small claims court, shall be subject to arbitration before Judicial Arbitration and Mediation Services, Inc. ("JAMS") or any similar arbitration firm, panel or individual upon which the parties may agree as a condition precedent to the institution of legal or equitable proceedings by Consultant. Costs and fees of the arbitrator(s) shall be paid by the non-prevailing party unless the arbitrator(s) for good cause determine(s) otherwise.

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the CMTA, its officials, officers, employees, volunteers and agents free and harmless from any and all

claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and sub-consultants arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against CMTA, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against CMTA or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse CMTA and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CMTA, its directors, officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 CMTA's Right to Employ Other Consultants. CMTA reserves the right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the CMTA. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub-consultants of Consultant, except as otherwise specified in this Agreement. All references to CMTA include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are

for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CMTA shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CMTA, during the term of his or her service with CMTA, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of CMTA. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CMTA

Smith Moore and Associates, Inc.

By: _____
Rudolf Livingston
CMTA President

By: _____
Catherine Smith
President/Owner

EXHIBIT "A"

SCOPE OF SERVICES

A. General Services.

The Consultant shall perform all the duties and services specifically set forth in the area of Association Management Services. Consultant shall provide such other services as it deems necessary or advisable, or are reasonable and necessary to accomplish the intent of this agreement in a manner consistent with the standards and practice of services prevailing at the time such services are rendered to CMTA.

CMTA may, with the concurrence of Consultant, expand this agreement to include any additional services ("Extra Work") not specifically identified within the terms of this agreement. Any additional services may be described in an addendum to this Exhibit "A" and are subject to fees described in Exhibit "B" to this Agreement.

B. Detailed Scope of Services.

General Administration

- Maintain office in Sacramento, California
- Maintain dedicated incoming telephone lines
- Provide a dedicated voicemail box
- Provide fax and mailing address
- Provide day-to-day administration of CMTA
- Maintain association records, including insurance policies, bylaws, minutes, etc.
- Partnership building between CMTA and industry associations

Board and Committee Meetings

- Develop, plan and execute Board meetings
- Develop and distribute meeting materials as requested
- Prepare and distribute minutes of Board meetings
- Process and administer Board elections in accordance with governing documents
- Provide staff support for all Board meetings as requested
- Draft policies and procedures, as requested, for Board approval

Financial Planning and Management

- Maintain all financial records
- Prepare monthly reports for the Board
- Develop annual budget in conjunction with CMTA Treasurer
- Keep track of accounts receivable, including membership dues
- Prepare all bank statement reconciliations
- Assist association CPA in filing of all applicable federal and state tax forms
- Annually prepare, file and distribute 1099s
- Assist in preparation of audits, as requested

Membership

- Maintain association database, including making timely updates to keep member information current
- Correspond with the membership as requested
- Respond to member inquiries on a timely basis
- Invoice members for association membership dues; follow up as necessary to work toward a 95 percent retention rate
- Process new membership applications, including sending out new member materials
- Handle registration process for Division meetings

Communications and Publications

- Proofread all materials
- Oversee editorial content, design and production of CMTA's quarterly *Dollars & Sense*
- Work with appropriate committee and/or Board members to ensure the inclusion of timely information in the quarterly *Dollars & Sense*
- Post electronic newsletter on the CMTA website
- Distribute an electronic notice to all CMTA members regarding the online publication of the quarterly newsletter
- Maintain association website
- Update and maintain social media outlets with relevant industry news and association updates
- Develop and distribute membership directory
- Maintain listservs
- Provide membership updates electronically as requested
- Advertising sales and management for newsletter and website

Conference and Professional Development Offerings

- Manage online registration process, including accounting
- Prepare registration materials, including name badges, tickets, ribbons, etc.
- Provide up to two (2) onsite staff
- Work with committees as appropriate to establish a timeline for tasks associated with the planning of the conference
- Organize all speaker materials, including distributing speaker confirmations, establishing audio-visual needs, collecting presentations, biographies and pictures, making hotel arrangements, etc.
- Coordinate the publication of the conference brochure, including drafting the text and collecting course descriptions
- Distribute promotional materials electronically to database contacts as provided
- Coordinate, promote and sell exhibit space to vendors
- Work with confirmed exhibitors and sponsors to ensure accurate and prompt registration
- Collect exhibitor and sponsor logos and ads, as appropriate, for coordination in printed materials
- Design exhibitor floor plan in coordination with hotel and assigning booths
- Order board, attendee and speaker giveaways, such as tote bags, as directed by the committee or item sponsor
- All hotel logistics, including BEOs, selecting menus, room block management, etc.

- Production of awards, certificate and plaques.

As a subcontractor of Smith Moore & Associates, Meetings and Association Management Services (MAMS) will provide the following for the CMTA annual conferences:

- Negotiate final contract with selected hotel to ensure concessions, room rate, etc. is the “best deal” for CMTA and its attendees
- Conference logistics – liaison with hotel to develop program flow (session placement, etc.) AV, exhibit hall and prepare BEOs for all necessary functions
- Attend pre-con with hotel and SMA staff to go through event prior to start
- Onsite hotel contact person. Ensure event runs smoothly, troubleshooting with property, AV provider, etc.
- Work with CMTA contract staff to finalize, distribute and evaluate RFP for site selection (based on Board’s desired location)
- SMA and MAMS to coordinate with appropriate CMTA Board members to visit potential venues for future meetings. SMA and MAMS to be responsible for making travel arrangements and hotel accommodations if necessary.
- SMA and MAMS to work with CMTA Board to secure the site of the Annual Meeting at least one year prior to the event, and preferably prior to the current year’s conference.

Certification

- Administrative support for CMTA certification programs including marketing, information dissemination and CE tracking.
- Maintain a roster of all CCMT and CTC participants with start and end dates of each participant and CMTA Specialized Training hours. Submit the roster to Certification Committee as requested.
- Coordinate the plaques for CCMT recipients and certificates for CTC recipients to be awarded during Annual Conference.
- Work with Certification Chair on following up with individuals enrolled in certification program and provide updates on their progress.
- Provide CMTA Specialized Training hours certificate for each individual after the qualifying event.

Education Program

- Process registration, provide onsite materials and develop and disseminate promotional materials for all education programs offered by CMTA or in conjunction with CMTA partners.

EXHIBIT "B"

COMPENSATION

All fees and expenses due shall be invoiced by Smith Moore and Associates, Inc. for the following month's retainer. Fees shall be due and payable 30 days following receipt of invoice, which shall include a flat rate billing of: \$6,250 per month (\$75,000 annually) for July 2018 through June 2019; \$6,350 per month (\$76,200 annually) for July 2019 through June 2020; \$6,500 per month (\$78,000 annually) for July 2020 through June 2021. Fees include the following:

- Proportion of space lease
- Employee base salary and overtime
- Vacation and sick leave benefits
- Payroll taxes
- Workers' compensation and professional liability insurance
- Medical and dental insurance
- Retirement benefits
- Holiday and bonus pay
- Parking
- On-site storage
- Furniture and equipment purchases and maintenance

Additional services may be authorized by CMTA. These services include but are not limited to the following and will be billed as follows.

Graphic Design

Graphic design services will be billed at an hourly rate established on an annual basis and invoiced to CMTA. The current rate is \$75 per hour.

Storage

Consultant will contract with a local storage facility for CMTA's storage needs. CMTA will reimburse Consultant for use of this storage space.

Membership Database Service

Consultant will use a Web-based database service called YourMembership. The annual fee will be prorated among Consultant's clients and is payable by CMTA directly to YourMembership.

ATTACHMENT F

Smith Moore & Associates, Inc. Contract Redlined



**CALIFORNIA MUNICIPAL TREASURERS ASSOCIATION
PROFESSIONAL SERVICES AGREEMENT
FOR
PROFESSIONAL ASSOCIATION MANAGEMENT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of July, 201~~58~~, by and between the **California Municipal Treasurers Association (CMTA)**, a municipal organization organized under the laws of the State of California with its principal place of business at ~~1215 K Street, Suite 940700 R Street, Suite 200~~, Sacramento, California 9581~~41~~ ("CMTA") and **Smith Moore & Associates, Inc.**, a California Corporation, with its principal place of business at ~~1215 K Street, Suite 940700 R Street, Suite 200~~, Sacramento, California 9581~~14~~ ("Consultant"). CMTA and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **Association Management Services** required by CMTA on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Association Management Services** to local government associations, is licensed in the State of California, and is familiar with the plans of CMTA.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the CMTA all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional **Association Management Services**. The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 201~~58~~ to June 30, 201~~218~~ unless earlier terminated as provided herein. After that, CMTA must go through a Request for Proposals process prior to contracting again with Consultant, if they so choose. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. CMTA retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of CMTA and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, CMTA shall respond to Consultant's submittals in a timely manner. Upon request of CMTA, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of CMTA.

3.2.4 Substitution of Key Personnel. Consultant has represented to CMTA that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of CMTA. In the event that CMTA and Consultant cannot agree as to the substitution of key personnel, CMTA shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CMTA, or who are determined by the CMTA to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the CMTA. The key personnel for performance of this Agreement are as follows: Catherine Smith and Yelena Martynovskaya.

3.2.5 CMTA's Representative. CMTA hereby designates the CMTA President, or his or her designee, to act as its representative for the performance of this Agreement ("CMTA's Representative"). CMTA's Representative shall have the power to act on behalf of the CMTA for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the CMTA's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Catherine Smith, or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The

Consultant's Representative shall supervise and direct the Services, using her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with CMTA staff in the performance of Services and shall be available to CMTA's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub-consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the CMTA, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the CMTA to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the CMTA, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the CMTA, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold CMTA, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the CMTA that it has secured all insurance required under this section. In addition, Consultant shall not allow any sub-consultant to commence work on any subcontract until it has provided evidence satisfactory to the CMTA that the sub-consultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the CMTA for approval.

(A) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability shall be endorsed to provide the following:

- (1) Additional Insured: The CMTA, its officials, officers, employees, agents, and volunteers shall be additional insured's with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the CMTA except ten (10) days shall be allowed for non-payment of premium.

(B) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (c) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the CMTA except ten (10) days shall be allowed for non-payment of premium.

(C) The policy or policies of insurance required by Section 3.2.10.2 (d) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the CMTA except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverage's shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverage's shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant

shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the CMTA and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the CMTA. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the CMTA. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the CMTA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the CMTA. The CMTA shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Sub-consultants. All Sub-consultants shall be included as additional insured's under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the CMTA as an Additional Insured to the Sub-consultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference.

3.3.2 Payment of Compensation. Consultant shall submit to CMTA an invoice by the 20th of the month for the following month's retainer. CMTA shall, within 30 days of receiving such invoice, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall submit to CMTA a request for reimbursement for expenses incurred by Consultant on behalf of CMTA no more than monthly. Expenses falling outside CMTA's approved operating budget shall first be subject to approval by CMTA's Representative. CMTA shall, within 30 days of receiving such request, review the statement and pay all approved charges thereon.

3.3.4 Extra Work. At any time during the term of this Agreement, CMTA may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by CMTA to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from CMTA's Representative.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of CMTA during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.4.2 Financial Reports. Consultant shall provide CMTA with financial statements and reports for each accounting period, as well as annual financial statements and reports. Reports are due within fifteen (15) days of month end. Reports include but are not limited to:

Current Month and Year End Reports

- Balance Sheet
- Trial Balance
- Income Statement
- Budget to Actual Variance Reports
- Check Register – As Requested
- GL Detail – As Requested

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. CMTA may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to CMTA, and Consultant shall be entitled to no further compensation.

Consultant may, by written notice to CMTA, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to CMTA of such termination, and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to CMTA, and Consultant shall be entitled to no further compensation.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, CMTA may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, CMTA may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Smith Moore and Associates, Inc.
~~1215 K Street, Suite 940~~ 700 R Street, Suite 200
Sacramento, CA 95811-14
Attn: Catherine Smith

CMTA:

CMTA
~~1215 K Street, Suite 940~~ 700 R Street, Suite 200
Sacramento, CA 95811-14
Attn: CMTA President

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for CMTA to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all sub-consultants to agree in writing that CMTA is granted a non-exclusive and perpetual license for any Documents & Data the sub-consultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the CMTA. CMTA shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at CMTA's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of CMTA, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use CMTA's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CMTA.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Disputes/Attorney's Fees. Any claim, dispute, or other matter in question arising out of or related to this Agreement, and other than a claim subject to the jurisdiction of the small claims court, shall be subject to arbitration before Judicial Arbitration and Mediation Services, Inc. ("JAMS") or any similar arbitration firm, panel or individual upon which the parties may agree as a condition precedent to the institution of legal or equitable proceedings by Consultant. Costs and fees of the arbitrator(s) shall be paid by the non-prevailing party unless the arbitrator(s) for good cause determine(s) otherwise.

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the CMTA, its officials, officers, employees, volunteers and agents free and harmless from any and all

claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and sub-consultants arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against CMTA, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against CMTA or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse CMTA and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CMTA, its directors, officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 CMTA's Right to Employ Other Consultants. CMTA reserves the right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the CMTA. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub-consultants of Consultant, except as otherwise specified in this Agreement. All references to CMTA include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are

for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CMTA shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CMTA, during the term of his or her service with CMTA, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of CMTA. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CMTA

Smith Moore and Associates, Inc.

By:

~~Pamela Arends King~~
Rudolf Livingston
CMTA President

By:

Catherine Smith
President/Owner

EXHIBIT "A"

SCOPE OF SERVICES

A. General Services.

The Consultant shall perform all the duties and services specifically set forth in the area of Association Management Services. Consultant shall provide such other services as it deems necessary or advisable, or are reasonable and necessary to accomplish the intent of this agreement in a manner consistent with the standards and practice of services prevailing at the time such services are rendered to CMTA.

CMTA may, with the concurrence of Consultant, expand this agreement to include any additional services ("Extra Work") not specifically identified within the terms of this agreement. Any additional services may be described in an addendum to this Exhibit "A" and are subject to fees described in Exhibit "B" to this Agreement.

B. Detailed Scope of Services.

General Administration

- Maintain office in Sacramento, California
- Maintain dedicated incoming telephone lines
- Provide a dedicated voicemail box
- Provide fax and mailing address
- Provide day-to-day administration of CMTA
- Maintain association records, including insurance policies, bylaws, minutes, etc.
- Partnership building between CMTA and industry associations

Board and Committee Meetings

- Develop, plan and execute Board meetings
- Develop and distribute meeting materials as requested
- Prepare and distribute minutes of Board meetings
- Process and administer Board elections in accordance with governing documents
- Provide staff support for all Board meetings as requested
- Draft policies and procedures, as requested, for Board approval

Financial Planning and Management

- Maintain all financial records
- Prepare monthly reports for the Board
- Develop annual budget in conjunction with CMTA Treasurer
- Keep track of accounts receivable, including membership dues
- Prepare all bank statement reconciliations
- Assist association CPA in filing of all applicable federal and state tax forms
- Annually prepare, file and distribute 1099s
- Assist in preparation of audits, as requested

Membership

- Maintain association database, including making timely updates to keep member information current
- Correspond with the membership as requested
- Respond to member inquiries on a timely basis
- Invoice members for association membership dues; follow up as necessary to work toward a 95 percent retention rate
- Process new membership applications, including sending out new member materials
- Handle registration process for Division meetings

Communications and Publications

- Proofread all materials
- Oversee editorial content, design and production of CMTA's quarterly *Dollars & Sense*
- Work with appropriate committee and/or Board members to ensure the inclusion of timely information in the quarterly *Dollars & Sense*
- Post electronic newsletter on the CMTA website
- Distribute an electronic notice to all CMTA members regarding the online publication of the quarterly newsletter
- Maintain association website
- Update and maintain social media outlets with relevant industry news and association updates
- Develop and distribute membership directory
- Maintain listservs
- Provide membership updates electronically as requested
- Advertising sales and management for newsletter and website

Conference and Professional Development Offerings

- Manage online registration process, including accounting
- Prepare registration materials, including name badges, tickets, ribbons, etc.
- Provide up to two (2) onsite staff
- Work with committees as appropriate to establish a timeline for tasks associated with the planning of the conference
- Organize all speaker materials, including distributing speaker confirmations, establishing audio-visual needs, collecting presentations, biographies and pictures, making hotel arrangements, etc.
- Coordinate the publication of the conference brochure, including drafting the text and collecting course descriptions
- Distribute promotional materials electronically to database contacts as provided
- Coordinate, promote and sell exhibit space to vendors
- Work with confirmed exhibitors and sponsors to ensure accurate and prompt registration
- Collect exhibitor and sponsor logos and ads, as appropriate, for coordination in printed materials
- Design exhibitor floor plan in coordination with hotel and assigning booths
- Order board, attendee and speaker giveaways, such as tote ~~pages~~bags, as directed by the committee or item sponsor
- All hotel logistics, including BEOs, selecting menus, room block management, etc.

- Production of awards, certificate and plaques.

As a subcontractor ~~of paid by SS~~ Smith Moore & Associates, Meetings and Association Management Services (MAMS) will provide the following for ~~2016~~ the CMTA annual conferences:

- Negotiate final contract with selected hotel to ensure concessions, room rate, etc. is the “best deal” for CMTA and its attendees
- Conference logistics – liaison with hotel to develop program flow (session placement, etc.) AV, exhibit hall and prepare BEOs for all necessary functions
- Attend pre-con with hotel and SMA staff to go through event prior to start
- Onsite hotel contact person. Ensure event runs smoothly, troubleshooting with property, AV provider, etc.
- Work with CMTA contract staff to finalize, distribute and evaluate RFP for site selection (based on Board’s desired location)
- SMA and MAMS to coordinate with appropriate CMTA Board members to visit potential venues for future meetings. SMA and MAMS to be responsible for making travel arrangements and hotel accommodations if necessary.
- SMA and MAMS to work with CMTA Board to secure the site of the Annual Meeting at least one year prior to the event, and preferably prior to the current year’s conference.

~~SMA and MAMS will confer after 2016 conference on roles and responsibilities presenting the CMTA Board with recommendations for 2017 and 2018 events.~~

Certification

- Administrative support for CMTA certification programs including marketing, information dissemination and CE tracking.
- Maintain a roster of all CCMT and CTC participants with start and end dates of each participant and CMTA Specialized Training hours. Submit the roster to Certification Committee as requested.
- Coordinate the plaques for CCMT recipients and certificates for CTC recipients to be awarded during Annual Conference.
- Work with Certification Chair on following up with individuals enrolled in certification program and provide updates on their progress.
- Provide CMTA Specialized Training hours certificate for each individual after the qualifying event.

Education Program

- Process registration, provide onsite materials and develop and disseminate promotional materials for all education programs offered by CMTA or in conjunction with CMTA partners. two educational programs annually.

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EXHIBIT "B"
COMPENSATION

All fees and expenses due shall be invoiced by Smith Moore and Associates, Inc. for the following month's retainer. Fees shall be due and payable 30 days following receipt of invoice, which shall include a flat rate billing of: ~~\$6,048.90250~~ per month (~~\$72,586.8075,000~~ annually) for July 2018 through June 2019: \$6,350 per month (\$76,200 annually) for July 2019 through June 2020; \$6,500 per month (\$78,000 annually) for July 2020 through June 2021. Fees ~~and~~ includes the following:

- Proportion of space lease
- Employee base salary and overtime
- Vacation and sick leave benefits
- Payroll taxes
- Workers' compensation and professional liability insurance
- Medical and dental insurance
- Retirement benefits
- Holiday and bonus pay
- Parking
- On-site storage
- Furniture and equipment purchases and maintenance

Additional services may be authorized by CMTA. These services include but are not limited to the following and will be billed as follows.

Graphic Design

Graphic design services will be billed at an hourly rate established on an annual basis and invoiced to CMTA. The current rate is \$75 per hour.

Storage

Consultant will contract with a local storage facility for CMTA's storage needs. CMTA will reimburse Consultant for use of this storage space.

Membership Database Service

Consultant will use a Web-based database service called YourMembership. The annual fee will be prorated among Consultant's clients and is payable by CMTA directly to YourMembership. ~~CMTA's prorated annual bill for this service will be no greater than \$6,000.~~

~~In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above shall be adjusted each year, after the initial term is completed, in accordance with the Consumer Price Index, All Urban Consumers, U.S. City Average.~~